Manual for the End-Point Assessment Service

Version 4
November 2019
This is version 4.0 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, the EPA Team. Changes may also occur where External Quality Assurance bodies, or the Institute for Apprenticeships and Technical Education requires us 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 (v3.0, September 2018)

<table>
<thead>
<tr>
<th>Section</th>
<th>Change</th>
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<tbody>
<tr>
<td>General</td>
<td>Page numbers added</td>
</tr>
<tr>
<td></td>
<td>IFATE acronym updated</td>
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<tr>
<td></td>
<td>Quality Delivery Team and Sales Team definitions updated.</td>
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<tr>
<td></td>
<td>5. EPA Services and products: SmartScreen and EPA Preparation Tool added.</td>
</tr>
<tr>
<td>B: Background</td>
<td>6. On-programme: inserted paragraph on validated evidence as part of internal quality assurance during on-programme.</td>
</tr>
<tr>
<td>C: 1 Application</td>
<td>1. Inserted paragraph to inform Providers to have an agreement with their Employer, once the EPAO has been chosen.</td>
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<tr>
<td></td>
<td>- Addition of new sub-contractor process and guidance.</td>
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<td></td>
<td>- Reference numbers updated.</td>
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<tr>
<td></td>
<td>1.6. Following approval: insertion of Customer Success team in relation to on-boarding of new Customers.</td>
</tr>
<tr>
<td></td>
<td>1.7/1.8 Inserted paragraphs in relation to this agreement and the agreement contact’s responsibilities.</td>
</tr>
<tr>
<td>C: 2 Registration</td>
<td>- Insertion of paragraph to inform Customers when to register their Apprentices</td>
</tr>
<tr>
<td></td>
<td>- Insertion of statement: ULN number is mandatory for all Apprentices in England by the ESFA</td>
</tr>
<tr>
<td></td>
<td>- Link added to EPA Document library</td>
</tr>
<tr>
<td>C: 3 Gateway</td>
<td>- Update on guidance for maths and English qualifications accepted as part of the Gateway process.</td>
</tr>
<tr>
<td></td>
<td>- Tip added to use candidate history (certification report) or the Personal Learning Record for Gateway evidence.</td>
</tr>
<tr>
<td>C: 4 Booking</td>
<td>- Insertion of paragraph to inform that a small number of Apprenticeship Standards being offered by City &amp; Guilds EPAO may have a reduced window.</td>
</tr>
<tr>
<td></td>
<td>- Insert of statement informing Customers to check the Provider funding rules to confirm the duration of an Apprentice On-Programme before taking an EPA</td>
</tr>
<tr>
<td></td>
<td>4.1 New Booking process added following the removal of the Data Capture Form.</td>
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</tbody>
</table>
- customer criteria updated in respect of being entitled to book an EPA
- Link added to the updated Booking Guide.
- Statement added: Bookings will not proceed until all mandatory supplementary information has been added to the Booking in the Walled Garden.
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<tr>
<th>Section</th>
<th>Notes</th>
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<tbody>
<tr>
<td>C: 5 Booking confirmation</td>
<td>- Insertion of statement that Customers must notify the EPA Operations Team of any attendees on the day of the EPA, during the Booking Confirmation process.</td>
</tr>
<tr>
<td>C: 6 Assessment</td>
<td>6.2 Site. Addition of statements to ensure that signage is used to indicate that assessments are taking place and to ensure there are no distractions. 6.3 Remote Assessment. Changes to process for Apprentices 6.6 Title changed to ‘Attendees at the EPA’.</td>
</tr>
<tr>
<td>C: 8 Post results</td>
<td>No changes</td>
</tr>
<tr>
<td>D: Fees</td>
<td>No changes</td>
</tr>
<tr>
<td>F: General Terms</td>
<td>The following sections have been updated:</td>
</tr>
<tr>
<td></td>
<td>3 Obligations of the Customer</td>
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<tr>
<td></td>
<td>4 Obligations of City &amp; Guilds</td>
</tr>
<tr>
<td></td>
<td>5 Fees</td>
</tr>
<tr>
<td></td>
<td>6 Intellectual Property Rights</td>
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<td></td>
<td>8 Data Protection</td>
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<td></td>
<td>9 Confidentiality</td>
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<td></td>
<td>11 Warranty</td>
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<td>12 Liability</td>
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Section A: Introduction

1. Introduction to the Manual

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

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

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

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

1.1. Definitions

Please see the Appendix 1 – Definitions & Glossary for definitions including acronyms used in this Manual.

1.2. What is the EPA Service?

City & Guilds is approved as an EPA organisation 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 [http://www.cityandguilds.com/apprenticeships](http://www.cityandguilds.com/apprenticeships)

Further information on the ILM Apprenticeship offer is available at [https://www.i-l-m.com/learning-and-development/management-apprenticeships](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.

<table>
<thead>
<tr>
<th>Team</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EPA Operations Team</td>
<td>The EPA Operations Team is responsible for processing bookings, arranging the administration of EPAs and handling the release of results. They will support Customers from the Booking stage and until the Results are processed. The City &amp; Guilds EPA Operations Team delivers the EPA Service for all City &amp; Guilds Apprenticeship Standards and for ILM’s leadership and management Apprenticeships. Both are part of the City &amp; Guilds Group.</td>
</tr>
<tr>
<td>EPA Customer Success Team</td>
<td>The EPA Customer Success Team are the first point of contact for Customers as they embark on their EPA journey and offer support and guidance following approval to the first bookings.</td>
</tr>
<tr>
<td>EPA Quality Team</td>
<td>The EPA Quality Team is responsible for handling Stage 1 enquiry applications where an apprentice would like to question the outcome of their EPA. They also manage feedback requests where the apprentice accepts the EPA results but would still like further information on their EPA.</td>
</tr>
<tr>
<td>Quality Delivery Team</td>
<td>The Quality Delivery Team is responsible for the management of EPA applications.</td>
</tr>
<tr>
<td>Policy Team</td>
<td>The Policy Team is responsible for the management of access arrangement requests. They also oversee stages 2 and 3 of the appeals process, following the completion of a stage 1 enquiry.</td>
</tr>
<tr>
<td>Sales Team</td>
<td>The Sales Team is responsible for providing advice and guidance to Centres and potential Customers in respect of the EPA Service. The Sales Team provide support on the EPA application process for all potential Customers and existing Centres who wish to apply to access the City &amp; Guilds EPA Service. They will support Customers to ensure they have everything ready to book their EPA.</td>
</tr>
<tr>
<td><strong>Customer Services Team</strong></td>
<td>The Customer Services Team offers general information, support and assistance including queries relating to Walled Garden and e-volve.</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Quality Assurance and Improvement (QAI) Team</strong></td>
<td>The QAI team is responsible for the recruitment, selection, training and performance management of LIEPAs and IEPAs. They are responsible for managing the quality assurance sampling strategy of the LIEPAs and IEPAs.</td>
</tr>
<tr>
<td><strong>Investigation and Compliance (IAC) team</strong></td>
<td>IAC team are responsible for investigating suspected malpractice within EPA.</td>
</tr>
<tr>
<td><strong>Independent End-point Assessors (IEPAs)</strong></td>
<td>The IEPAs are responsible for conducting the EPAs. IEPAs have relevant occupational and assessment experience to carry out all aspects of the EPA.</td>
</tr>
<tr>
<td><strong>Lead Independent End-point Assessors (LIEPAs)</strong></td>
<td>LIEPAs monitor and support IEPAs. They are responsible for quality assuring the administration and assessment decisions of IEPAs through standardisation and sampling.</td>
</tr>
</tbody>
</table>
1.4. City & Guilds EPA Services and products

<table>
<thead>
<tr>
<th>Service</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>City &amp; Guilds website</td>
<td>contains helpful and essential information to support Customers;</td>
</tr>
<tr>
<td>ILM website</td>
<td>contains helpful and essential information to support Customers on Leadership and Management products;</td>
</tr>
<tr>
<td>Walled Garden</td>
<td>is a free, secure online administration service for Customers, developed to carry out a range of functions quickly and efficiently;</td>
</tr>
<tr>
<td>EPA Portal</td>
<td>our online system which enables Customers to upload Assessment and Gateway Evidence to the EPA Operations Team.</td>
</tr>
<tr>
<td></td>
<td>Access to the EPA Portal is provided by the EPA Operations Team;</td>
</tr>
<tr>
<td>EPA Preparation Tool</td>
<td>our personalised EPA preparation tool to help Apprentices feel ready for their EPA experience.</td>
</tr>
<tr>
<td></td>
<td>Access to the EPA Preparation Tool is granted by Customer Services;</td>
</tr>
<tr>
<td>SmartScreen</td>
<td>contains EPA guidance documents and preparation materials which will help Customers to support and prepare apprentices for their EPA.</td>
</tr>
<tr>
<td></td>
<td>Access to SmartScreen is provided by Customer Services;</td>
</tr>
<tr>
<td>e-volve</td>
<td>enables Customers to administer online exam delivery easily and efficiently;</td>
</tr>
<tr>
<td>Products</td>
<td>is the Registration and EPA element being selected on Walled Garden;</td>
</tr>
<tr>
<td>ILM or City &amp; Guilds</td>
<td></td>
</tr>
<tr>
<td>Product Code</td>
<td>is the specific code attached to each Product; and</td>
</tr>
<tr>
<td>Quality Portal</td>
<td>is a function of the Walled Garden used for the submission of EPA applications.</td>
</tr>
<tr>
<td></td>
<td>Access to Walled Garden is provided by the Quality Delivery Team</td>
</tr>
</tbody>
</table>
Section B: Background

1. Apprenticeship Standards

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

They aim to:

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

1.1. Apprenticeship Structure

1.2. 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: https://www.gov.uk/guidance/register-of-apprenticeship-training-providers

A Provider’s role in delivering an Apprenticeship is providing off-the-job knowledge-based learning. 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.
1.3. Types of Provider

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

<table>
<thead>
<tr>
<th>Types of Provider</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Providers</td>
<td>are organisations that deliver On-Programme learning to levied and non-levied employers and can act as a subcontractor to another main Provider;</td>
</tr>
<tr>
<td>Employer Providers</td>
<td>are levied Employers who deliver On-Programme learning directly and solely to their own staff; and</td>
</tr>
<tr>
<td>Supporting Providers</td>
<td>are organisations that deliver On-Programme learning to either Main Providers or Employer Providers.</td>
</tr>
</tbody>
</table>

Important notice:

In accordance with current ESFA 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 before applying, then please contact the Sales Team at directsales@cityandguilds.com.

1.4. Qualifications

Trailblazer Groups, if they so wish, can build mandatory qualifications into the Apprenticeship Standard or include recommended qualifications in the Assessment Plan.

Where qualifications are not included in the Apprenticeship Standard, Employers and/or Providers can: i) build qualifications into their Apprenticeship programme at an extra cost or ii) develop a programme that does not include qualifications.

1.5. On-Programme

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

The Provider is primarily responsible for the quality assurance of the delivery of the On-Programme element but Employers, in some circumstances, may be able to carry out all or part of this function.
This includes any internal quality assurance checks which confirm the validity and authenticity of any On-Programme evidence which is presented as Assessment Evidence as part of the EPA.
1.6. 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.

1.7. 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 required skills, knowledge and behaviours required. 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.

Once an Assessment Plan is approved, it will be published online, and the Apprenticeship will be marked as ‘approved for delivery’.

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

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

City & Guilds has produced a range documents for each Apprenticeship Standard to support Customers taking EPA with us. These documents contain all the information published by the Trailblazer Groups plus additional guidance around preparing and taking EPA.

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

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

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

- **EPA Pack** – includes 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 the Customer around preparing for EPA, both for the Standard and for each task.

- **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 ([www.cityandguilds.com](http://www.cityandguilds.com)) or ILM website ([www.i-l-m.com](http://www.i-l-m.com)) using the Product Code (i.e. 1234.56) or the title of the Product.

City & Guilds password protect assessment documents and all passwords can be found on Walled Garden, in the ‘Catalogue’ section of the site.
Section C: The EPA Service

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

1. Application

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

In accordance with current ESFA 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. In order 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.

Any Main, Employer and/or supporting Providers will need to complete the Sub-contracting request form to enable sub-contractors to make registrations, book knowledge tests and place Bookings for EPA.

If you are a sub-contractor or are appointing a sub-contractor, we have put together guidance to explain the City & Guilds process on Provider Customer and sub-contractor relationships.
1.1. 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.

<table>
<thead>
<tr>
<th>Application process</th>
</tr>
</thead>
<tbody>
<tr>
<td>End-point Assessment only</td>
</tr>
<tr>
<td>On-Programme only (includes a mandatory qualification)</td>
</tr>
</tbody>
</table>

**Existing Customers**

- Submit customer interest form via City & Guilds or ILM website
- Quality Delivery Team provides a customer number and access to Walled Garden.

**Potential Customers**

- EPA Application Form to be completed and submitted via the Quality Portal, of Walled Garden.
- Qualification Application (Form QAP) to be completed and submitted via the Quality Portal.

**Existing Customers**

- Centre Application (Form CAP) to be completed and submitted via the Quality Portal, once accessed is granted.

**Potential Customers**

- Submit customer interest form via City & Guilds or ILM website
- Quality Delivery Team provides a customer number and access to Walled Garden.

1.2 Potential Customers with an EPA only requirement

Potential Customers who currently do not work with City & Guilds for any products or services and wish to use the EPA Service, need to complete the Customer Interest Form on the City & Guilds website [here](#) and/or on the ILM website [here](#). The Quality Delivery Team will then provide you with a unique Customer number and access to our Walled Garden site to complete the EPA Application Form.

Please note that for new Customers, the Application process can take longer to complete, in order to set up your account on our systems and provide access to the Walled Garden. It takes a minimum of two working days to process an EPA Application Form where all the correct information is provided at the time of submission.
1.3 Potential Customers with a qualification requirement

Where there is a qualification attached to the Apprenticeship Standard, organisations that are not already approved Centres must apply for and obtain Centre approval before completing the EPA Application Form.

Please visit the “About centres” section of the website for information on how to become a City & Guilds centre or “how to become an approved centre” for ILM.

1.4 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.

If the Apprenticeship Standard contains a mandatory qualification, then Customers must apply for and obtain approval for that qualification in accordance with the City & Guilds Centre Manual and/or ILM Customer Handbook.

If the EPA Product or qualification is not visible, then please email EPAapplications@cityandguilds.com and the Quality Delivery Team will provide access.

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

1.5 Adding a new Apprenticeship Standard

Where a Customers 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.

City & Guilds reserves the right not to process the application for EPA at any stage of the application process. The Quality Delivery Team will confirm this in writing to the Customer.

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

Once the Application has been processed and confirmation received, it is the responsibility of the Customer to reference in the Individual Learner Record, that City & Guilds is their EPA organisation of choice.

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

City & Guilds number is EPA0008.
1.6 Following approval

As part of our onboarding process, the Customer Success Team will contact your organisation to support you from point of approval to your first Booking.

1.7 The agreement

City & Guilds do not issue a specific agreement 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.

Should you require a copy of the **EPA Application Form**, then please contact the Quality Delivery Team who manage the EPA Application process as they may have a copy of your **EPA Application Form** on file.

Alternatively, if the application was made online, then you can access a copy from the Quality Portal, in Walled Garden.

1.8 Agreement contact

The EPA Contact named 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.

If the EPA Contact changes role or leaves the organisation, then please contact the EPA Customer Success Team to update our records.

1.9 Walled Garden

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

Customers can also book the EPA and access the results of the EPA on Walled Garden.
1.10 e-volve

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

If you are a new Customer, you may also have to apply for a user profile and access to e-volve. City & Guilds will give you information on this during the EPA Application process.

All e-assessments are subject to examination audits as part of City & Guilds’ quality assurance monitoring.

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 EPA Operations Team who may be able to make alternative arrangements for the knowledge test assessments to be administered. The final decision will be made by the EPA Operations Team on a case by case basis.

Customers who would like further information or support on e-volve when invigilating a test, please contact Customer Services on 0844 543 0000.

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

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

In accordance with ESFA funding rules, City & Guilds can only accept registrations for EPA from a Main, Employer or Supporting Provider and where the organisation is listed on the RoATP.

The Customer must register Apprentices through Walled Garden.

In order to help City & Guilds plan their EPA Service, all Customers must register their Apprentice(s) with us as early as possible or at least six months before an Apprentice’s planned Apprenticeship end date.

As part of the registration process, please note that it is mandatory to include the Apprentice’s Unique Learner Number (ULN) for all Apprentices in England funded by the ESFA.

For further information on how to do this, please refer to the Walled Garden support documentation at [www.cityandguilds.com/walledgarden](http://www.cityandguilds.com/walledgarden) and the EPA Booking Guide available from the EPA document library.

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

**TIP:** Once you have registered your Apprentice at the start of their Apprenticeship, remember to enter our EPA0 ID number (EPA0008) into the Individual Learner Record.

2.1 **Data Protection**

Data Protection Legislation place obligations on those who control and process information relating to individuals. Customers must provide Personal Data to City & Guilds upon Registration.

The Customer that registers Apprentices is responsible for them and for the processing of their Personal Data under Data Protection Legislation.
3. **Gateway**

In all Assessment Plans, it is an Employer who ultimately decides whether an Apprentice is confident and occupationally competent to take the EPA. This is known as ‘Gateway’.

At ‘Gateway’, the Employer and Provider must confirm that the On-Programme requirements have been completed by the Apprentice and that they are eligible to undertake the EPA.

To confirm that ‘Gateway’ has been reached, the Employer and Provider must hold a meeting with the Apprentice to confirm that they have gained the required level of knowledge, skills and behaviours, along with any mandatory qualifications including, where appropriate, English and maths at a level set by the Apprenticeship Standard ("Gateway Meeting").

Any mandatory qualification issued outside of the UK, must be supported by the relevant statement of equivalence, as issued by NARIC.

A list of acceptable current and prior qualifications for English and maths requirements for Apprenticeship Standards at level 2 and above, can be found here.

For ease, Customers may wish to provide a copy of the online record of an Apprentice’s qualifications and achievements which can be accessed from their Personal Learning Record (PLR). For further information, please find guidance here.

To confirm this meeting has taken place, the Employer, Provider and Apprentice must complete a Gateway Declaration Form. Details of the Gateway requirements can be found in the EPA Pack.

For auditing purposes, the Gateway Declaration Form must be signed and dated by all parties at the Gateway Meeting and then submitted to City & Guilds as part of the Booking process.

By signing the Gateway Declaration Form, the Provider and Employer are also confirming that the Apprentice will have met the minimum apprenticeship duration of twelve months and one day, before the first EPA takes place.

The Gateway Declaration Form is also used to obtain consent from the Apprentice for City & Guilds to apply to the ESFA and the IfATE for the Apprenticeship Certificate on their behalf, upon successful completion of the EPA.

If any information on the Gateway Declaration Form is found to be incorrect, then City & Guilds reserves the right to i) not undertake the EPA; or ii) invalidate the results if appropriate.
3.1 On-Programme with a mandatory qualification

Where a mandatory qualification is included within the Apprenticeship, the results must be presented as part of the Gateway Evidence (please refer to 4.2 Gateway Evidence for further details).

If you are delivering the On-Programme which contains a qualification element with City & Guilds, the ability to claim results is subject to the Centre’s qualification approval risk status. All Centres are monitored and awarded a risk status based upon the Centre’s ability to meet the criteria outlined in the relevant quality assurance document(s). Please refer to the appropriate City & Guilds and ILM document libraries, for guidance.

Where a Centre has a ‘low’ status for a qualification, then they will have the ability to claim certificates at will. This is also known as ‘direct claims status’.

If your Centre does not have direct claims status for the qualification as part of the On-Programme element, you will need to arrange for a post-approval external quality assurance activity to be carried out by an external quality assurer, to agree to results being claimed.

City & Guilds strongly recommends that you contact the Quality Delivery team, at least three months in advance of placing a Booking, to arrange the external quality assurance activity. If results are not able to be provided as part of the Gateway process, then the Booking will be delayed or may be cancelled.
4. Booking

In accordance with ESFA funding rules, City & Guilds can only make a Booking for EPA with a Main, Employer or Supporting Provider and where the organisation is listed on the RoATP.

Following the Gateway Meeting and signing of the Gateway Declaration Form, the Customer can make a Booking (previously known as ‘a reservation’) for the EPA.

The minimum time between Booking and EPA for the majority of Apprenticeship Standards we offer is **two months**.

For a small number of Apprenticeships Standards, this window is reduced to one month, however, please check with the EPA Operations Team if you are unsure if this could apply to your Booking.

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

Where the EPA does occur before the minimum duration has been met, then the results will be processed as a ‘fail’. The Provider will have to book a resit for all affected Apprentices (see 8.2 Re-sits).

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

The Customer is responsible for:

- i) ensuring the accuracy of the information being supplied at the time of Booking;
- ii) confirmation that all Apprentices being submitted for EPA are fully prepared;
- iii) that all Apprentices have consented to undertake the EPA at a Gateway Meeting;
- iv) that any requests for access arrangements or reasonable adjustments to support the EPA have been requested; and
- v) that all Apprentices have met the Gateway requirements.

If access arrangements have not been requested but are needed, please refer to the City & Guilds dedicated ‘**Access arrangements and reasonable adjustments**’ page for further information.
4.1 How to make a booking

Bookings are made within the Walled Garden and it is the responsibility of the Customer to ensure that all details entered for an Apprentice into the system are accurate.

Where an error is identified once the order has been submitted, this can only be amended by contacting our Customer Services team.

In addition, the system will not allow for multiple orders to be placed for an Apprentice, against the same Apprenticeship Standard. Where this occurs, an error message will be displayed.

To avoid this, we strongly recommend that Customers check their order history in the Walled Garden before placing an order.

**IMPORTANT:**

Customers can enter all the EPA details on Walled Garden at the time of Booking and amend them later if needed. This includes:

i) additional information (e.g. Employer information);
ii) the EPA Site;
iii) provide details of the person(s) who will be the point of contact for the EPA.

This means that Customers will no longer have to complete the *Data Capture Form*, which will reduce the time to process your Booking, making it more secure.

In addition, Customers can tell us their preferred date for the EPA. However, please note this is NOT the actual date of the EPA. That will be confirmed by the EPA Operations Team.

**Please note that Bookings will not proceed if this mandatory information is incomplete.**

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

- registration of the relevant Apprentices with Walled Garden using the relevant Product Code;
- the Apprentice completing On-Programme learning (including any mandatory qualifications and any other specific requirements where they are listed in the Apprenticeship Standard and/or Assessment Plan);
- have claimed the results for any mandatory qualifications from the On-Programme element;
- the Apprentice meeting the minimum duration of twelve months and one day of Apprenticeship before the first EPA;
• the Apprentice attending the Gateway Meeting and confirming by signing the Gateway Declaration that they have the knowledge, skills and behaviours required by the Apprenticeship Standard and are eligible for EPA;
• tentative agreement with the Employer that the Apprentice is available for the preferred date as entered the Walled Garden during the Booking process.

Instructions on how to make a Booking are available in the EPA Booking Guide.

TIP: Where possible, try and group multiple Apprentices for the same Apprenticeship Standard into one Booking at a time. This should help your staff reduce the amount of time spent arranging the EPA event.

Before a Booking order is submitted, Customers are required to ensure that all the mandatory supplementary information via the Walled Garden has been supplied.

Only once this information is fully completed will the EPA Operations Team contact the named person, as stated in the supplementary information. This person is known as the Centre Contact Name.

Therefore, if the individual named in that field is not the person responsible for confirming the EPA arrangements, then they must pass the initial email from the EPA Operations Team onto the correct person.

If this does not happen, then the Booking could be delayed, and the Customer’s preferred EPA date may no longer be available.

City & Guilds will process the information supplied by the Customer within five working days and providing there are no issues or information missing, the EPA Operations Team will grant the Customer access to the EPA Portal.

It is important to note, Apprentices are not given access to the EPA Portal.

TIP: Where possible, collate all Gateway Evidence in readiness before being given access to the EPA Portal.

4.2 Gateway Evidence

Subject to the Apprenticeship Standard, within ten working days of access to the EPA Portal being granted, the Customer is required to upload.
• the completed Gateway Declaration Form (which must be signed/dated by all parties);
• evidence of maths and English completions or exemption evidence if applicable (see 4.3 for further details); and
• copies of any required Gateway Evidence, and
• results detailing completion of the On-Programme requirements including mandatory qualification results for each Apprentice, as stated in the Apprenticeship Assessment Plan.

**TIP:**

In respect of Gateway Evidence, we can accept the official results notification, or a City & Guilds Walled Garden Candidate History (showing certification) or a Personal Learning Record which can be obtained from the ESFA.

Please note the Booking will not proceed to the Booking Confirmation stage, until all the Gateway Evidence has been checked and accepted by the EPA Operations Team.

Therefore, if the Customer is unable to supply the above in the given timeframe, then please contact the EPA Operations Team as soon as possible.

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

**4.3 Certificate equivalence**

If you are unsure whether a maths or English completion (i.e. qualification certificate) will be accepted, then please refer to the ESFA list for guidance.

Overseas qualifications will be acceptable where there is clear evidence, from UK NARIC (via a certificate/statement of comparability) that the qualification is an equivalent level to the minimum requirements for English and maths and there is additional comparison information that confirm the qualification is an equivalent of GCSE English and/or maths (A* to C).
5. Booking confirmation

Once the Gateway Evidence has been confirmed and checked by the EPA Operations Team, the named contact will be contacted to discuss the range of potential EPA dates, relevant deadlines for Assessment Evidence and to confirm resourcing requirements including the EPA site. The EPA Operations Team will then match an IEPA to this availability.

The EPA Operations Team will confirm the booking via an electronic Booking Confirmation Form within three working days subject to the acceptance of all necessary Gateway Evidence.

**IMPORTANT:**

There are some exceptions to this process, depending upon which apprenticeship standard has been booked.

For the Hospitality Standard only, the EPA Operations Team **cannot** issue a Booking Confirmation Form until the initial meeting has taken place and the dates have been agreed by all parties.

For the Culinary Standard only, the EPA Operations Team **will** issue a Booking Confirmation Form for the initial meeting and culinary challenge.

For all other Apprenticeship Standards, the EPA Operations Team will issue a Booking Confirmation Form once a date has been agreed.

It is important to note that where the EPA event is to take place at a venue, the individual named on the Booking Confirmation Form as the point of contact on the day of the EPA, must be able to carry out a walkthrough of the health & safety procedures for the site, with the IEPA.

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

- confirm that the details on the Booking Confirmation Form are correct and the Employer has agreed to make the Apprentice available for the EPA by signing, dating and returning the Booking Confirmation Form to EPA@cityandguilds.com, (please note we are not able to proceed with a Booking, if the Booking Confirmation Form is returned unsigned);
- Advise of any representatives in the room during the EPA so that their details can be added to the Booking Confirmation Form to notify the IEPA of their attendance on the day, (see 6.6 Attendees at the EPA)
- if amendments are required, notify the EPA Operations Team at EPA@cityandguilds.com. The EPA Operations Team will make the necessary amendments and provide a revised Booking Confirmation Form within five
**working days.** The Customer must confirm that the new arrangements are satisfactory by return of the signed form.

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

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

All requests for amendments received after the details have been finalised, will be subject to an Administration Fee.

City & Guilds reserves the right to charge a Cancellation Fee and/or an Administration Fee in accordance with Section D Fees: section 2.2 Cancellation by the Customer.

Once all the details have been agreed, it is the responsibility of the Provider to signpost the Apprentice to the Learner and Apprentice Privacy Notice, so they are fully aware how their personal data will be used for the purposes of EPA.

It is also the responsibility of the Provider to ensure that written consent is obtained from the Apprentice and any clients/models, where photographs or an audio/video recording may be taken for Assessment Evidence, towards the EPA e.g. a professional discussion.

This must be obtained in advance of the EPA, to ensure there is no impact or delays on the day.

### 5.1 Re-scheduling a booking or replacing an Apprentice

City & Guilds understands that on occasion, the Customer may need to reschedule an EPA for either one or more of its Apprentices. City & Guilds will work with the Customer in rescheduling the original date of the EPA, but only where all the Gateway Evidence is in place and there is enough IEPA capacity to carry out the EPA.

The Customer may replace an Apprentice for an EPA:

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

If the Customer is unable to provide a replacement, then the appropriate Cancellation Fee will apply.

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 Operations Team as soon as possible. For requests of this type, formal, written confirmation will be required to support the request.
6. Assessment

EPAs will take place at the date, time and EPA Site as detailed in the EPA Booking Confirmation Form. If there is a delay in starting, the assessments must still take place in the scheduled running order.

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

Once access to the Apprentice on the EPA Portal has been removed, no further evidence can be uploaded to the EPA Portal, nor will be accepted. It is therefore imperative for Customers to double check that all Assessment Evidence needed to demonstrate that criterion has been met, is uploaded to the EPA Portal.

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

Customers may submit more than one piece of Assessment Evidence for specific assessment criteria, however, we strongly recommend that only the strongest evidence is selected to demonstrate how the Apprentice has met the criteria.

Please remember that one piece of Assessment Evidence can be used for more than one criteria, thus reducing the need to upload multiple documents. Suitable cross-referencing and file naming conventions should be in place, to ensure all Assessment Evidence can be found easily by the IEPA.

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 the EPA Portal. Please note that where plagiarism or suspected malpractice is found prior to the EPA event, this will result in a delay to the result being issued.

TIP: Remember to download the Recording Form. This is a mandatory document which must be submitted as part of the Assessment Evidence.

In exceptional circumstances, (with the approval of the EPA Operations Team), the Customer may be permitted to submit the Assessment Evidence in hard copy. Under such circumstances, charges may apply.
IMPORTANT: Where the number of Apprentices attending the EPA on the day, falls below the number listed on the Booking Form, and no prior notice is given, City & Guilds will charge the Customer the full amount.

E.g. five Apprentices are booked for assessment on a set date, only three undertake the EPA – the Customer is charged for all five.

Deviation from the process may occur for certain Apprenticeship Standards. Where this does happen, it will be reflected in the relevant EPA Pack.

6.1 Knowledge Test Assessments

Depending on the Apprenticeship Standard and the type of EPA required, there may be knowledge test assessments that the Customer must ensure the Apprentice completes as part of the EPA. The Customer administers these tests using our online system, e-volve. Refer to section 1.7 for information relating to e-volve.

When administering knowledge test assessments as part of the EPA, the Customer must ensure secure EPA Sites and trained invigilators are in place. The Quality Delivery Team will be able to further support in ensuring Customers can meet these arrangements as part of the application process. You can find more information here.

Important notice

Please note in line with ESFA 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;
- before the Gateway has been passed; and
- before a Booking has been confirmed with the EPA Operations Team.

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 meet 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 approval for that Apprenticeship Standard or termination of the EPA agreement.
TIP: For most e-volve tests, they can be requested and sat 30 minutes later – this does not apply for EPA Knowledge tests.

For an EPA Knowledge tests, Customers MUST book the knowledge tests a minimum of five days in advance of the date the Apprentice is due to take the test.

Example: Knowledge test booked on Walled Garden on 08 October 2019.
Test becomes available on 14 October 2019 and can be taken by the Apprentice (and not before this date)

6.2 EPA Site

EPA must take place at either the Employer or Provider’s premises, as specified in the Assessment Plan.

EPA will only be carried out at an agreed EPA Site on the date(s) and time(s) detailed on the Booking Confirmation Form.

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 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 a named contact who will be responsible for ensuring that all arrangements are in place for each Apprentice, in advance of the EPA taking place.
- the named 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 Booking Confirmation Form 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 Employers have 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
Operations Team and a decision will be made as to whether the EPA will continue.

6.3 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 Booking Confirmation Form will include a unique link to the remote session which must be passed on to the Apprentice to whom it has been assigned. This will allow the Apprentice to access their remote EPA session.

It is the responsibility of the Provider to make certain that the unique link is shared with the Apprentice at the earliest convenience, or no later than one week from the date of the EPA event.

On the day, the Apprentice will be required to click on their unique link, to join their EPA event.

Please note, no notifications will be issued prior to this. Therefore, the Apprentice must be encouraged to note the EPA event date in their own personal calendar.

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 desktop/laptop computers, or an Apple tablet (e.g. I-pad) with video capability. Mobile phones including Android devices are not acceptable;
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;
vii) that only an authorised representative, as named on the Booking Confirmation Form remains in the room during the EPA;
viii) suitable signage is displayed to indicate to others that the room is being used for assessment; and

On the day of the webinar, the Apprentice must log into the system five minutes before the agreed start time.

If the Apprentice is not in attendance by the start time specified on the Booking Confirmation Form, and the EPA Operations Team have been unable to reach
the named contact as per the Booking Confirmation Form to ascertain the
reason(s) why the Apprentice has been unable to join after ten minutes from the
start time, then the EPA will be cancelled, and a Cancellation Fee applied.

All remote assessments are recorded for quality assurance purposes and
Apprentices should be informed of this prior to the session. Please contact the
EPA Operations Team in advance, should there be any issues with this.

6.4 Responsibility of the IEPA

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

- check that the Apprentices are present on the date/time of EPA;
- check the Apprentice’s photographic ID;
- check that the location where the EPA is to be carried out, is safe in line with
  the Terms and Conditions; and
- check that application of any Access Arrangements have 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.

Following the EPA, the IEPA will confirm to the Apprentice that results will be
available within twenty working days. The IEPA will not confirm results at the end
of the EPA.

6.5 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 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; 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 event.
6.6 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 EPA Operations Team, at the time of Booking and confirmed on the Booking Confirmation Form.

6.7 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 EPA Operations Team with the identity of the representatives at the point of Booking, so that the IEPA can be informed before the EPA.

6.8 Cancellation during the EPA

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

Examples of when an EPA may be cancelled (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 or lack of photographic ID;
- Apprentice being absent;
- Apprentice being unable to continue with the EPA;
• sufficiently competent panel members not being available for panel reviews (where required);
• potential malpractice being identified; and/or
• the EPA Operations 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 for the EPA to continue. Where this occurs, then the EPA Operations Team will confirm to the IEPA that the EPA is still able to take place and any refusal by City & Guilds in respect of continuing the EPA shall not be unreasonably withheld.
7. Results

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

LIEPAs will internally quality assure IEPA assessment decisions, to ensure they are valid and consistent, before results are uploaded to Walled Garden to provide final EPA grades for the Apprentices.

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

If an Apprentice has been unsuccessful, then we will provide formal notification and feedback on the area(s) which have been failed **within five working days of the results being displayed on Walled Garden**. This information will allow the Customer to work with the Apprentice to addresses these areas in order to prepare for a resit.

Please note that this feedback is not developmental and covers only the areas against which insufficient evidence has been provided and therefore award a ‘fail’.

Where an Apprentice has successfully achieved all components of the EPA, no formal feedback will be provided how it is available upon request. If a Customer would like to receive feedback for a successful Apprentice, then please refer to the *Enquiries about Results and Appeals* policy for further details, which is available from the EPA Document Library.

For all successful Apprentices, City & Guilds will issue a *Statement of Achievement* to the Customer.

Upon receipt of the results within the Walled Garden, the Customer must then record the outcome and date of the final component of the EPA, in the Individual Learner Record and submit this to the ESFA. Assessment dates and grades attained are available on the Walled Garden.

City & Guilds will submit final grades to the IfATE to request the issue of the Apprenticeship Completion Certificates.

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

The IfATE will send the Apprenticeship Completion Certificates directly to the Employer.

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**Note:** End of year returns for the ESFA for your Individual Learner Record contract year will be finalised on an annual basis during the month of October. Any EPA assessments which are completed after 31 July, will not be counted.
7.1 Cancelling Results

City & Guilds reserves the right to cancel results if:

- malpractice is identified;
- payment has not been received; and/or
- a concern is raised regarding the integrity of the EPA.
8. Post-results

8.1 Feedback, EPA result enquiries and appeals

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

If an Apprentice is happy with their result but would like more information on the reasons why a specific grade was given, the Customer can request written feedback on their behalf. These requests are managed by the EPA Quality Team and is different to the fail feedback received from the EPA Operations Team, when an Apprentice is unsuccessful.

Alternatively, where an Apprentice is unhappy 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 EPA Document Library.

8.2 Re-sits

Where the Apprentice has not been successful in one or all assessments, feedback will be issued for the Customer to review before arranging a re-sit.

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

The Customer must book any re-sits through Walled Garden by selecting the re-sit module.

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

1. Fees and Charging Points

City & Guilds will issue invoices to the Customer:

1. on Registration onto the EPA for the Registration Fee;
2. following the EPA for the balance of the EPA Fee for the relevant Product;
3. for the full amount where the number of Apprentices attending the EPA on a specified date, falls below the number on the Booking Confirmation Form; and
4. as required for any Administrative Fee or Cancellation Fee as detailed in this Manual.

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

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 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 directsales@cityandguilds.com to discuss this further.

Costs varies with each 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 EPA standards webpage.
2. Cancellation

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

2.1 Cancellation by City & Guilds

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

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

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

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

2.2 Cancellation by the Customer

If the Customer wishes to cancel an EPA:

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

Upon cancellation, the Customer may be liable for a Cancellation Fee in accordance with the table below. In limited circumstances, City & Guilds reserve the right to waive the relevant Cancellation Fee in accordance with the General Terms.
Any cancellation may be subject to some or all of the Fee, in accordance with the table below.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Period</th>
<th>Cancellation charge or refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>14 days or fewer from date of Registration</td>
<td>Full refund of Registration Fee</td>
</tr>
<tr>
<td></td>
<td>After day 15 from date of Registration</td>
<td>No refund of the Registration Fee</td>
</tr>
<tr>
<td>Amendments to</td>
<td>Between Booking Confirmation and up to</td>
<td>£75 Administration Fee</td>
</tr>
<tr>
<td>Booking</td>
<td>14 days to the date of the EPA</td>
<td></td>
</tr>
<tr>
<td>Cancellations</td>
<td>90 – 61 days to the date of the EPA</td>
<td>No refund of the Registration Fee and City &amp; Guilds will charge a</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£75 Administration Fee</td>
</tr>
<tr>
<td></td>
<td>60 – 31 days to the date of the EPA</td>
<td>No refund of the Registration Fee and City &amp; Guilds will charge a</td>
</tr>
<tr>
<td></td>
<td></td>
<td>£75 Administration Fee; and</td>
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<tr>
<td></td>
<td></td>
<td>£75 Cancellation Fee</td>
</tr>
<tr>
<td></td>
<td>30 -15 days to the date of the EPA</td>
<td>No refund of the Registration Fee and City &amp; Guilds will charge a</td>
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<tr>
<td></td>
<td></td>
<td>£75 Administration Fee; and</td>
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<tr>
<td></td>
<td></td>
<td>£180 Cancellation Fee</td>
</tr>
<tr>
<td></td>
<td>14 days or fewer to the date of the EPA</td>
<td>• No refund of the Registration Fee and City &amp; Guilds will charge a</td>
</tr>
<tr>
<td></td>
<td></td>
<td>100% of EPA Fee for the relevant Product</td>
</tr>
</tbody>
</table>
Section E: 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.

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 to ensure a standardised and consistent approach to quality assurance and EPA 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.

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/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.

2.1 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 in order to be contracted.

2.2 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.

2.3 Monitoring

IEPAs are subject to performance monitoring by the Quality Assurance and Improvement 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.

2.4 Sampling

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

Sampling will be structured and recorded 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 and re-training will be undertaken.
3. 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.

4. External Quality Assurance

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

- IfATE;
- 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.

5. 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 wilfully 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.
Maladministration 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 the nominated Customer Contact. The Customer Contact is required to contact City & Guilds at investigationandcompliance@cityandguilds.com, 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 Operations 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.

For full details, please refer to the Malpractice policy, available from the ‘Policies’ section in the dedicated EPA Document Library.
Section F: 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. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa. Any reference to Approved Centre in the Walled Garden Terms and Conditions shall be construed as meaning Customer for the purposes of this Agreement.

2. Term

2.1. The Agreement between City & Guilds and the Customer shall start on the date the 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 in the Manual;

3.1.3. comply at all times with standard policies, procedures and regulations published/adopted by City & Guilds relating to the EPA and from time to time updated and notified to the Customer including: (i) this Manual; (ii) the codes of practice of any relevant regulatory authority; and (iii) any other documentation specifying procedures and regulations which may be specific to a particular EPA;

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

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

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

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

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

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

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

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

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

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

4. Obligations of City & Guilds

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

4.1.1. comply with all obligations in the Manual;

4.1.2. provide the EPA Service to the Customer in accordance with the Customer Service Statement and this Manual;

4.1.3. deal with the Customer in accordance with the Customer Service Statement and the Manual;

4.1.4. provide reasonable guidance and support to the Customer on the EPA Service (including the administration, assessment and quality assurance); and

4.1.5. throughout its 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.

4.2. City & Guilds shall:

4.2.1. comply at all times with applicable EPAO conditions;

4.2.2. undertake EQA in relation to its registration on the RoEPAO;

4.2.3. comply at all times with all relevant legislation and directives relevant to its obligations under this 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 Section D by direct debit or within 30 days of the date of invoice by BACS, and the Walled Garden Terms and Conditions. The Fees may be refundable upon cancellation in accordance with Section D, Paragraph 2.2.

5.2. City & Guilds reserves the right to review the Fees and shall inform the Customer in writing of any changes.

5.3. Any and all expenses, costs, and charges incurred by the Customer in the performance of its obligations under this Agreement shall be paid by the Customer.

5.4. The Fees and any other payments due to City & Guilds exclude any applicable VAT or other applicable sales tax which if applicable City & Guilds shall add to its invoices at the appropriate rate.

5.5. If the Customer fails to make any payment due to City & Guilds under this Agreement by the due date for payment, City & Guilds reserves the right to:

   5.5.1. withhold or cancel Apprentice results;
   
   5.5.2. suspend processing of Registrations, Apprentice results and Statements of Achievement;
   
   5.5.3. charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England 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; and
   
   5.5.4. serve notice of termination on the Customer under clause 15.1 and, if so, for the period from the notice to the date of termination, City & Guilds shall suspend the Customer’s right to register new Apprentices and shall charge the Customer at its standard rates for any services provided to the Customer in relation to those Apprentices registered with City & Guilds as at the date of the notice of termination.

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

6. Intellectual Property Rights

6.1. Subject to clause 6.2, all Intellectual Property Rights and all other rights in and to materials created in the 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 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) shall at all times be and remain owned by the Customer. The Customer hereby grants to City & Guilds a non-exclusive, transferable, 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, or use them in a derogatory manner or a misleading context;

7.1.3. not use the City & Guilds Materials for any purpose other than as set out in the Manual or without the prior written consent of City & Guilds;

7.1.4. make the City & Guilds Materials available in pdf format on an intranet provided that the intranet is only accessible 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 Legislation, City & Guilds and the Customer are independent controllers of Personal Data, and each Party must comply with its respective obligations under Data Protection Legislation.

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 this Agreement, including:

8.2.1.1. Apprentice name, date of birth and gender;

8.2.1.2. information required in relation to a specific 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 reasonable adjustments/Access Arrangements to an Apprentice;

8.2.2. inform:

8.2.2.1. third party individuals engaged by the Customer in connection with the 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 their Personal Data to City & Guilds and any Third Party Service Provider for the purposes of this Agreement and (in the case of City & Guilds) as set out in the City & Guilds’ Consultant Privacy Notice located here);

8.2.2.2. its 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 their Personal Data to City & Guilds and any Third Party Service Provider for the purposes of this Agreement and (in the case of City & Guilds) as set out in the City & Guilds’ Customer Privacy Notice located here; and

8.2.2.3. its 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 the Apprentice Personal
Data to City & Guilds and any Third Party Service Provider for the purposes of this Agreement and (in the case of City & Guilds) as set out in the City & Guilds’ Learner and Apprentice Privacy Notice located [here](#),

in accordance with Article 13 and, where appropriate, Article 14 of the GDPR;

8.2.3. at the time of involvement in the provision of the EPA Service, direct third party individuals it engages or its employees to:

8.2.3.1. the City & Guilds’ Consultant Privacy Notice located [here](#);

8.2.3.2. the City & Guilds’ Customer Privacy Notice located [here](#)

(as applicable); 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. the City & Guilds’ Learner and Apprentice Privacy Notice located [here](#); and

8.2.4.2. any Third Party Service Provider’s Privacy Policy;

8.2.5. obtain the explicit consent (in accordance with the requirements relating to consent in Article 7 of the GDPR) of each Apprentice to:

8.2.5.1. the transfer of any of their Special Category Data to City & Guilds; and

8.2.5.2. the transfer of any of their Special Category Data to any Third Party Service Provider,

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

8.2.6. 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. If the Customer receives any complaint, notice, or communication which relates directly or indirectly to the processing of Personal Data by City & Guilds, the Customer shall immediately notify City & Guilds in writing and provide City & Guilds with full co-operation and assistance in relation to investigating any such complaint, notice, or communication.
8.4. In relation to Personal Data transferred to City & Guilds for the purposes of this Agreement:

8.4.1. City & Guilds shall process Personal Data in accordance with relevant City & Guilds’ privacy notices (including the City & Guilds’ Learner and Apprentice Privacy Notice located here, the City & Guilds’ Consultant Privacy Notice located here and the City & Guilds’ Customer Privacy Notice located here (as applicable)) and/or as otherwise permitted under Data Protection Legislation; and

8.4.2. implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, Personal Data.

8.5. The Customer shall defend, indemnify and hold harmless City & Guilds and the City & Guilds Group Companies and their respective officers, directors, employees, sub-contractors, agents, successors and permitted assigns (each a “City & Guilds’ Indemnified Party”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, 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 any such City & Guilds’ Indemnified Party arising out of or resulting from the Customer’s failure to comply with Data Protection Legislation, including the data protection principles therein.

9. Confidentiality

9.1. City & Guilds and the Customer shall each throughout the term of this Agreement and for a period of five years from termination of this 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 this Agreement;

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

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

9.2. 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 this can be evidenced by that Party’s records;

9.2.2. is received properly and lawfully by a Party from a third party, provided this can be evidenced by that Party’s records;

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 this can be evidenced by that Party’s records.

9.3. Upon termination of this Agreement for whatever reason the Customer shall:

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

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

10. Compliance with relevant laws

10.1. Both Parties shall:

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

10.1.2. not do, or omit to do, any act that will cause or lead 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 it shall maintain and comply with them throughout the term of this Agreement, but where the Customer does not have its own policies and procedures to ensure compliance with the Relevant Requirements it shall comply with the Anti-Bribery Policy.
11. Warranty

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

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

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

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

11.1.4. it shall perform its obligations under this Agreement with due care, skill and diligence and ensure that its personnel 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 will perform the EPA Service with reasonable care and skill and in accordance with generally recognised industry practices and standards;

11.2.2. it is free to enter into this 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 all laws and regulations relevant to EPA.

12. Liability

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

12.2. Subject to clause 12.1, City & Guilds shall not be liable to the Customer for: (i) loss of profits, business, anticipated savings, goods, or contract; (ii) depletion of goodwill and/or similar losses; (iii) loss or corruption of data or information; or (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.3. Subject to clauses 12.1, 12.2, 12.4 and 12.5, the total liability of City & Guilds to the Customer for any liabilities, losses, damages, costs, claims, charges or expenses of any kind arising out of or in connection with this Agreement shall not exceed 125% of the Fees paid to City & Guilds by the Customer in the 12 months immediately preceding the date on which liability arose.
12.4. Subject to clauses 12.1, 12.2 and 12.5, the total liability of City & Guilds to the Customer for any liabilities, losses, damages, costs, claims, charges or expenses of any kind arising out of or in connection with an incident of malpractice in relation to the provision of the EPA Service by City & Guilds shall not exceed £5 million.

12.5. If City & Guilds’ performance of its obligations under this Agreement is prevented or delayed by:

12.5.1. any act or omission of the Customer, its employees, sub-contractors or agents;

12.5.2. any act or omission of a Third Party Service Provider, its employees, sub-contractors or agents;

12.5.3. any error or default in the operation of and/or the unavailability of any service provided by a Third Party Service Provider; or

12.5.4. any other event beyond the reasonable control of City & Guilds,

then City & Guilds shall not be liable for any losses, damages, costs, claims, charges or expenses incurred by the Customer that arise directly or indirectly from such prevention or delay.

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

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 the City & Guilds’ Indemnified Party in respect of any liability, loss, damage, injury, cost, charge or expense sustained by the Customer’s employees, sub-contractors or agents (or those of a City & Guilds’ Indemnified Party) or by any customer or third party to the extent that such liability, loss, damage, injury, cost, charge or expense was caused by, relates to or arises from the provision of the EPA.
Service as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Customer.

12.7. The Customer shall 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 provide a copy of the policy to City & Guilds.

13. Suspension

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

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

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

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

13.1.4. is subject to an investigation by City & Guilds into a serious complaint or material breach of any of the terms of this Agreement;

13.1.5. has failed to remedy any actions or sanctions issued by City & Guilds; or

13.1.6. within the prescribed time fails to pay any Fees when due in accordance with clause 5, except where the Fees are subject to a bona fide dispute.

13.2. Upon suspension City & Guilds may: (i) withhold the issue of or access to Assessment Documentation and Statements of Achievement; and/or (ii) suspend processing of Registrations and Apprentice results; and the Customer acknowledges that if City & Guilds exercises its rights under this clause, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Customer arising therefrom.

14. Cancellation

14.1. If City & Guilds cancels an EPA Event, including where the Customer has not fulfilled any pre-assessment requirements as detailed in the Manual, it will:

14.1.1. inform the Customer prior to the date of the EPA; and

14.1.2. 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, the Customer:

14.2.1. will be provided with alternative dates which they may accept; or

14.2.2. City & Guilds will refund any Fees paid in relation to that EPA Event if the Customer does not wish to rebook an EPA Event.

14.3. City & Guilds may cancel an EPA Event and charge the Fees in accordance with Section D, if:

14.3.1. the required Gateway Evidence is not received within ten 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 working days prior to the EPA;

14.3.3. the EPA Site does not meet the relevant requirements detailed in Section C, Paragraph 6;

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 Event;

14.3.6. an Apprentice does not bring photographic ID; and/or

14.3.7. an issue such as those identified in Section C, paragraph 6.8 cannot be resolved.

14.4. If the Customer cancels an EPA Event under Section D, paragraph 2.2 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 Event which has been cancelled under 14.4, City & Guilds will use reasonable endeavours to assist the Customer in rescheduling the EPA Event within 60 days from the date of the cancelled EPA Event.

14.6. The Customer is entitled to find a replacement Apprentice rather than cancel an EPA Event under clause 14.4. However, if the Customer is unable to provide a replacement Apprentice a Cancellation Fee may apply.

14.7. If an EPA Event is cancelled for the second time in relation to the same Apprentice, a Cancellation Fee shall apply.
14.8. The Parties acknowledge that cancellation of an EPA Event or cancellation of Apprentice results does not terminate this Agreement.

15. Termination

15.1. City & Guilds may terminate this Agreement forthwith on notice: (i) if the Customer fails to make payment due under clause 5.5; or (ii) in accordance with City & Guilds’ standard malpractice procedure.

15.2. Either Party may terminate this Agreement forthwith on notice if: (i) the other Party is in material breach of any of the terms of this Agreement and has failed to remedy such breach (if it is capable of remedy) within 30 days of receipt of notice of the breach or such reasonable shorter period specified in the notice; or (ii) the other Party ceases business, goes into liquidation or becomes bankrupt (or threatens to do any of these).

15.3. Either Party may terminate this Agreement by providing no less than 1 week’s written notice to the other Party.

15.4. If either Party terminates this Agreement or cancels an EPA Event, City & Guilds shall issue an invoice for EPA Service carried out up to the effective date of termination, together with any unavoidable costs incurred by City & Guilds as a direct result of such termination in accordance with Section D, Paragraph 2.2. The Customer shall settle the invoice in accordance with clause 5.

15.5. Termination of this Agreement for whatever reason shall be without prejudice to the accrued rights, remedies, and obligations of the Parties. Clauses 6 (Intellectual Property Rights), 9 (Confidentiality), 11 (Warranty), 12 (Liability) and 19.10 (Law and Jurisdiction) shall survive the termination of this Agreement.

15.6. Upon termination of this Agreement for whatever reason the Customer shall pay to City & Guilds all money due and outstanding to City & Guilds under this Agreement.

16. Force Majeure

16.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by anything beyond the reasonable control of that Party.

16.2. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented subject to clauses 16.3 and 16.4.
16.3. Each Party shall use reasonable endeavours to mitigate the extent of the delay or failure as described in clause 16.1 and its adverse consequences and to recommence performance of the affected obligations as soon as reasonably practicable.

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

17. Notices

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

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

17.2.1. personal delivery: at the time of delivery;

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

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

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

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

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

18. Amendments

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

19. General

19.1. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) relating to the subject matter hereof. Each Party warrants to the other that it has not relied on any such communications, understandings, representations or warranties in entering into this Agreement.

19.2. The Customer shall do and execute, or procure to be done and executed, all necessary acts, deeds, and documents to give effect to this Agreement as are reasonably requested by City & Guilds.

19.3. Any property of City & Guilds which may be provided to the Customer will remain City & Guilds’ property and will be used solely for the purpose of performing the EPA Service.

19.4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of this Agreement shall not be affected. The Parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. The Parties’ obligations under the invalid, illegal, or unenforceable provision shall be suspended, to the relevant extent, whilst an attempt at such a substitution is made.

19.5. Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between the Parties and neither Party shall, without the prior consent of the other Party, hold itself out as in any way authorised to bind the other Party.

19.6. Neither Party shall be entitled to assign, subcontract, charge or otherwise transfer or encumber or dispose of this Agreement or any of its rights, benefits (including by trust) or obligations under it in whole or in part without the prior written consent of the other Party, except that City & Guilds shall be entitled, in its absolute discretion, to assign to any of the City & Guilds Group Companies.

19.7. No failure or delay by either Party to exercise any power or right under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of
the right or power. Any of the rights or remedies of the Parties under this Agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this Agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.

19.8. Except as expressly provided for under this Agreement in respect of the City & Guilds Group Companies and/or any City & Guilds’ Indemnified Party, a person who is not a Party shall have no rights to enforce any of the terms and conditions of this Agreement, even if that person has relied on any such term or has indicated to any Party an assent to any such term.

19.9. The Customer undertakes to notify City & Guilds of any change in its circumstances, including, without limitation, its name, address, contact details, bank details, any tax registration status and any event which would give City & Guilds the right to terminate this Agreement under clause 15.

19.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.
Appendix

Appendix 1 – Definitions & Glossary

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Arrangements</td>
<td>means access arrangements to allow an apprentice with special educational needs, disabilities or temporary injuries (i) to access the assessment; and (ii) demonstrate their skills and knowledge without changing the demands of the assessment. Access arrangements are agreed before an assessment;</td>
</tr>
<tr>
<td>Administration Fee</td>
<td>means the fees charged by City &amp; Guilds to cover expenses related to record keeping and/or other administrative costs;</td>
</tr>
<tr>
<td>Agreement</td>
<td>means the agreement between City &amp; Guilds and the Customer as defined under clause 1 of the General Terms;</td>
</tr>
<tr>
<td>Anti-Bribery Policy</td>
<td>means the City &amp; Guilds’ anti-bribery policy available online at <a href="http://www.cityandguilds.com">www.cityandguilds.com</a>;</td>
</tr>
<tr>
<td>Application</td>
<td>means the process of applying for City &amp; Guilds EPA Service as detailed in Section C;</td>
</tr>
<tr>
<td>Apprentice</td>
<td>means an individual who is registered with City &amp; Guilds for the purposes of EPA;</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>means the contract for employment and training requiring an EPA;</td>
</tr>
<tr>
<td>Apprenticeship Standard</td>
<td>means the document which sets out the key requirements for the Apprenticeship;</td>
</tr>
<tr>
<td>Assessment Documentation</td>
<td>means documentation completed by the IEPA in relation to the EPA;</td>
</tr>
<tr>
<td>Assessment Evidence</td>
<td>means Apprentice’s evidence demonstrating knowledge, skills and behaviors detailed within the Apprenticeship Standard and provided by the Provider and/or the Employer to City &amp; Guilds;</td>
</tr>
<tr>
<td>Assessment Plan</td>
<td>means the document that details the requirements for EPA;</td>
</tr>
<tr>
<td>Associated Company</td>
<td>means a company which is a subsidiary, a holding company or ultimate holding company of City &amp; Guilds, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. “Subsidiary” and “holding company” shall have the meanings ascribed to them in 1159 Companies Act 2006 and “company” shall include any body corporate;</td>
</tr>
<tr>
<td>Booking</td>
<td>means the process of booking an EPA Event as detailed in Section C;</td>
</tr>
<tr>
<td>Booking Confirmation Form</td>
<td>means the document confirming details of the Booking as detailed in Appendix A;</td>
</tr>
<tr>
<td>Cancellation Fee</td>
<td>means the fee charged by City &amp; Guilds to cover expenses related to the cancellation of the EPA;</td>
</tr>
<tr>
<td><strong>Centre</strong></td>
<td>means an organisation approved by City &amp; Guilds to deliver City &amp; Guilds' qualifications under the City &amp; Guilds Centre Manual;</td>
</tr>
<tr>
<td><strong>City &amp; Guilds</strong></td>
<td>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);</td>
</tr>
<tr>
<td><strong>City &amp; Guilds Centre Manual</strong></td>
<td>means the document issued by City &amp; Guilds that provides requirements and guidance for: (i) organisations wishing to become Centres; and (ii) Centres delivering City &amp; Guilds qualifications;</td>
</tr>
<tr>
<td><strong>City &amp; Guilds and ILM EPA Documents</strong></td>
<td>means the EPA Pack and the Handbook;</td>
</tr>
<tr>
<td><strong>City &amp; Guilds Group Companies</strong></td>
<td>means City &amp; Guilds, an Associated Company and any other affiliate member of the City &amp; Guilds Group;</td>
</tr>
<tr>
<td><strong>City &amp; Guilds Materials</strong></td>
<td>means any materials (excluding Assessment Documentation and Third Party Materials) provided by City &amp; Guilds to the Customer for the purposes of the EPA, including the City &amp; Guilds and ILM EPA Documents;</td>
</tr>
<tr>
<td><strong>City &amp; Guilds On-Programme Offer</strong></td>
<td>means resources and materials provided by City &amp; Guilds to the Customer for the purposes of developing a programme that does not include qualifications;</td>
</tr>
<tr>
<td><strong>Completion Certificate</strong></td>
<td>means the certificate issued by the IfATE on successful completion of the Apprenticeship and EPA;</td>
</tr>
<tr>
<td><strong>Confidential Information</strong></td>
<td>means any information of either City &amp; Guilds or the Customer relating to trade secrets, plans, intentions, product information, know-how, financial information, or affairs, communicated in any form which is marked as confidential or might reasonably be considered to be confidential in nature;</td>
</tr>
<tr>
<td><strong>Customer</strong></td>
<td>means you, the organisation having successfully applied for the EPA Service;</td>
</tr>
<tr>
<td><strong>Customer Service Statement</strong></td>
<td>means the City &amp; Guilds customer service statement available online at: <a href="http://www.cityandguilds.com">www.cityandguilds.com</a>;</td>
</tr>
<tr>
<td><strong>Customer Services Team</strong></td>
<td>means the City &amp; Guilds’ team that offers general information, support or assistance;</td>
</tr>
<tr>
<td><strong>Data Protection Legislation</strong></td>
<td>means European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (EU) 2016/679) (“GDPR”), the Data Protection Act 2018, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities; and</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>&quot;controller&quot;, &quot;data subject&quot; and &quot;processing&quot;</td>
<td>shall be interpreted in accordance with the GDPR;</td>
</tr>
<tr>
<td>EAR</td>
<td>means the enquiry process for an Apprentice who is dissatisfied with the result of an EPA Event;</td>
</tr>
<tr>
<td>Employer</td>
<td>means the employer of the Apprentice on an Apprenticeship contract;</td>
</tr>
<tr>
<td>EPA</td>
<td>means End-Point Assessment and includes any element comprising the whole or part of such End-Point Assessment (each an “EPA Event”) as published in an Apprenticeship standard and approved by IfATE;</td>
</tr>
<tr>
<td>EPA Application Form</td>
<td>means either the End-Point Assessment Services New Customer Application Form or End-Point Assessment Services Existing Centre Application Form (as applicable) available at <a href="http://www.cityandguilds.com">www.cityandguilds.com</a>;</td>
</tr>
<tr>
<td>EPA Contact</td>
<td>means the key contact;</td>
</tr>
<tr>
<td>EPA Customer Success Team</td>
<td>means the City &amp; Guilds team responsible for support following EPA application approval up to a Booking;</td>
</tr>
<tr>
<td>EPA Documents</td>
<td>means the City &amp; Guilds and ILM EPA Documents and the External EPA Documents;</td>
</tr>
<tr>
<td>EPA Fee</td>
<td>means the fee for the relevant Product as detailed on Walled Garden;</td>
</tr>
<tr>
<td>EPA O</td>
<td>Means End-Point Assessment Organisation;</td>
</tr>
<tr>
<td>EPA Pack</td>
<td>means the collection of City &amp; Guilds documents which detail: (i) the Apprenticeship Standard; (ii) the assessment tasks that must be achieved during EPA; and (iii) guidance for the IEPA, the Customer and the Apprentice;</td>
</tr>
<tr>
<td>EPA Portal</td>
<td>means the platform by which Customers provide Assessment and Gateway Evidence to City &amp; Guilds;</td>
</tr>
<tr>
<td>EPA Service</td>
<td>means the services provided by City &amp; Guilds under and in accordance with this Manual;</td>
</tr>
<tr>
<td>EPA Site</td>
<td>means the location of the EPA;</td>
</tr>
<tr>
<td>EPA Operations Team</td>
<td>means the City &amp; Guilds team responsible for EPA;</td>
</tr>
<tr>
<td>ESFA</td>
<td>means the Education and Skills Funding Agency;</td>
</tr>
<tr>
<td>EQA</td>
<td>means External Quality Assurance;</td>
</tr>
<tr>
<td>e-volve</td>
<td>means the City &amp; Guilds platform for online exam delivery;</td>
</tr>
<tr>
<td>External EPA Documents</td>
<td>means the Apprenticeship Standards, Assessment Plan and Employer Brief;</td>
</tr>
<tr>
<td>Fees</td>
<td>means the fees for EPA as detailed in Section D including the Registration Fee, EPA Fee, Administration Fee and Cancellation Fee;</td>
</tr>
<tr>
<td>Gateway</td>
<td>means the point at which an apprentice has completed their training and is ready to enter EPA;</td>
</tr>
<tr>
<td>Gateway Declaration Form</td>
<td>means the document completed by the Employer, Provider and the Apprentice following the Gateway Meeting;</td>
</tr>
<tr>
<td>Gateway Evidence</td>
<td>means the documents completed by the Apprentice, the Provider and/or the Employer and provided to City &amp; Guilds</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>Gateway Meeting</td>
<td>means the meeting to agree that the Apprentice has gained the required level of knowledge, skills and behaviours, along with any mandatory qualifications as well as passing English and maths at a level set by the Apprenticeship Standard;</td>
</tr>
<tr>
<td>Handbook</td>
<td>means the City &amp; Guilds document which details: (i) the Apprenticeship Standard; (ii) any training specifications, (iii) Employer Brief documents; and (iv) supplementary guidance;</td>
</tr>
<tr>
<td>IEPA</td>
<td>means Independent End-point Assessor;</td>
</tr>
<tr>
<td>IfATE</td>
<td>means Institute for Apprenticeships and Technical Education;</td>
</tr>
<tr>
<td>Individual Learner Record</td>
<td>means the Apprentice’s record of learning and training that the Provider completes throughout the Apprenticeship;</td>
</tr>
<tr>
<td>Intellectual Property Rights</td>
<td>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;</td>
</tr>
<tr>
<td>Manual</td>
<td>means this Manual for the End-Point Assessment Service (including the General Terms);</td>
</tr>
<tr>
<td>LIEPA</td>
<td>means Lead Independent End-point Assessors;</td>
</tr>
<tr>
<td>On-Programme</td>
<td>means the period of time an Apprenticeship undertaken by an Apprentice prior to EPA;</td>
</tr>
<tr>
<td>Party</td>
<td>means City &amp; Guilds and/or the Customer;</td>
</tr>
<tr>
<td>Personal Data</td>
<td>means data relating to an identified or identifiable natural person as defined in the GDPR, including Special Category Data;</td>
</tr>
<tr>
<td>Product</td>
<td>means the City &amp; Guilds or ILM registration and assessment element available for selection on Walled Garden;</td>
</tr>
<tr>
<td>Product Code</td>
<td>means the specific code attached to each Product;</td>
</tr>
<tr>
<td>Providers</td>
<td>means the organisation providing training to the Apprentice;</td>
</tr>
<tr>
<td>Quality Assurance and Improvement Team</td>
<td>means the City &amp; Guilds team responsible for managing LIEPAs/IEPAs and quality assuring LIEPA/IEPA decisions;</td>
</tr>
<tr>
<td>Quality Delivery Team</td>
<td>means the City &amp; Guilds quality team who manage <a href="mailto:EPAapplications@cityandguilds.com">EPAapplications@cityandguilds.com</a>;</td>
</tr>
<tr>
<td>Quality Portal</td>
<td>means the system used for the management of quality assurance activities, including the submission of applications for On-Programme and EPA;</td>
</tr>
<tr>
<td>Registration</td>
<td>means the process of registering for an EPA Event as detailed in Section C;</td>
</tr>
<tr>
<td>Registration Fee</td>
<td>means the part of the Fee payable on Registration as detailed on Walled Garden;</td>
</tr>
<tr>
<td>RoATP</td>
<td>the Register of Apprenticeship Training Providers;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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</tr>
<tr>
<td>RoEPAO</td>
<td>means the ESFA’s Register of End-Point Assessment Organisations;</td>
</tr>
<tr>
<td>Safeguarding Guidelines</td>
<td>means the safeguarding document available online at <a href="http://www.cityandguilds.com">www.cityandguilds.com</a>;</td>
</tr>
<tr>
<td>Sales Team</td>
<td>means the City &amp; Guilds sales team;</td>
</tr>
<tr>
<td>Special Category Data</td>
<td>means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purposes of uniquely identifying a natural personal, data concerning health or data concerning a natural person’s sex life or sexual orientation, or details of any criminal convictions or offences alleged or committed;</td>
</tr>
<tr>
<td>Statement of Achievement</td>
<td>means the document issued by City &amp; Guilds to Apprentices on successful completion of the EPA;</td>
</tr>
<tr>
<td>Terms of Use</td>
<td>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 which supports City &amp; Guilds’ Virtual Assessment Service;</td>
</tr>
<tr>
<td>Third Party Materials</td>
<td>means any materials used by City &amp; Guilds in connection with its Virtual Assessment Service in which the Intellectual Property Rights belong to a Third Party Service Provider;</td>
</tr>
<tr>
<td>Third Party Service Provider</td>
<td>means any third party whose service is used by City &amp; Guilds to support its Virtual Assessment Service (as notified to the Customer on Registration);</td>
</tr>
<tr>
<td>Trailblazer Apprenticeships</td>
<td>means new Apprenticeships designed by Trailblazer Groups;</td>
</tr>
<tr>
<td>Trailblazer Groups</td>
<td>means the groups of Employers and Providers that designed the new Apprenticeship Standards;</td>
</tr>
<tr>
<td>Virtual Assessment Service</td>
<td>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 Service; and</td>
</tr>
<tr>
<td>Walled Garden</td>
<td>means City &amp; Guilds’ secure administration system to be used by the Customer for Registration and Booking.</td>
</tr>
</tbody>
</table>
## Appendix 2 – Links and Contact Details

<table>
<thead>
<tr>
<th>Team</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EPA Operations Team</strong></td>
<td>E: <a href="mailto:EPA@cityandguilds.com">EPA@cityandguilds.com</a></td>
</tr>
<tr>
<td><strong>EPA Customer Success Team</strong></td>
<td>T: (0)20 7294 3201&lt;br&gt;E: <a href="mailto:epasupport@cityandguilds.com">epasupport@cityandguilds.com</a></td>
</tr>
<tr>
<td><strong>Quality Teams</strong></td>
<td>T: 0844 846 0969*&lt;br&gt;E: <a href="mailto:csdirect@cityandguilds.com">csdirect@cityandguilds.com</a></td>
</tr>
<tr>
<td><strong>City &amp; Guilds Sales Team</strong></td>
<td>E: <a href="mailto:directsales@cityandguilds.com">directsales@cityandguilds.com</a></td>
</tr>
<tr>
<td><strong>ILM Sales Team</strong></td>
<td>All initial enquiries are directed through ILM Customer Services.</td>
</tr>
<tr>
<td></td>
<td>T: 01543 266 867&lt;br&gt;E: <a href="mailto:customer@i-l-m.com">customer@i-l-m.com</a></td>
</tr>
<tr>
<td><strong>City &amp; Guilds Customer Services Team</strong></td>
<td>T: 0844 543 0000*&lt;br&gt;E: <a href="mailto:centresupport@cityandguilds.com">centresupport@cityandguilds.com</a></td>
</tr>
<tr>
<td></td>
<td>Open: Monday to Friday 08:00 to 18:00 GMT&lt;br&gt;Except bank holidays and the period between Christmas and New Year’s Day.</td>
</tr>
<tr>
<td><strong>ILM Customer Services Team</strong></td>
<td>T: 01543 266 867&lt;br&gt;E: <a href="mailto:customer@i-l-m.com">customer@i-l-m.com</a></td>
</tr>
<tr>
<td></td>
<td>Open: Monday to Thursday 08:00 to 17:00 GMT and 08:00 to 16:30 GMT on Friday.</td>
</tr>
<tr>
<td></td>
<td>Except bank holidays and the period between Christmas and New Year’s Day.</td>
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</table>

*Calls to our 0844 numbers cost 7p per minute plus your phone company’s access charge.*
## Internal Links

<table>
<thead>
<tr>
<th>Link Description</th>
<th>URL</th>
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<tbody>
<tr>
<td>City &amp; Guilds website</td>
<td><a href="www.cityandguilds.com">www.cityandguilds.com</a></td>
</tr>
<tr>
<td>ILM website</td>
<td><a href="www.i-l-m.com">www.i-l-m.com</a></td>
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<tr>
<td>City &amp; Guilds Apprenticeship</td>
<td><a href="www.cityandguilds.com/Apprenticeships/emerging-standards">www.cityandguilds.com/Apprenticeships/emerging-standards</a></td>
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<tr>
<td>City &amp; Guilds EPA Services webpage</td>
<td><a href="https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service">https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service</a></td>
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<tr>
<td>Walled Garden</td>
<td><a href="www.walledgarden.com">www.walledgarden.com</a></td>
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## External Links

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<tr>
<td>Apprenticeship Standards</td>
<td><a href="https://www.instituteforApprenticeships.org/Apprenticeship-standards/">https://www.instituteforApprenticeships.org/Apprenticeship-standards/</a></td>
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<tr>
<td>Education and Skills Funding</td>
<td><a href="www.gov.uk/government/organisations/skills-funding-agency">www.gov.uk/government/organisations/skills-funding-agency</a></td>
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<tr>
<td>Agency (ESFA)</td>
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