

Learning Agreement

Terms and Conditions under which Bishop Auckland College/ South West Durham Training accepts students

swdt
South West Durham Training

Bishop
Auckland
College

1. Course Information

Any person enrolling on a course/programme and signing a Bishop Auckland College (BAC) or South West Durham Training (SWDT) learning agreement accepts responsibility for ensuring that s/he understands the nature of the course being offered by BAC/SWDT, as described in the relevant course information leaflets. Every effort has been made to ensure that the course details are correct at the time of writing. However, it is possible that BAC/SWDT may have to amend and alter details without prior notification.

2. Cancellation of Courses

There are rare occasions on which BAC/SWDT has to cancel a course, either before it starts or during the course. Upon such cancellation BAC/SWDT will be liable to repay to the student only these fees paid by him/her in respect of the course. Advice on alternative courses will be offered.

3. Tuition

- BAC/SWDT will provide tuition by a person suitable to teach the subject matter of the course. It will be the student's responsibility to attain his/her maximum level of achievement and to pass any relevant examinations; BAC/SWDT gives no undertaking or guarantee of student success.
- BAC/SWDT will have the right to replace any tutor with another suitable tutor at any time during the course.
- BAC/SWDT will reasonably endeavour to ensure that no class is cancelled but will have the right, without any liability, to cancel individual classes.

4. Examinations

- BAC/SWDT is under no obligation to enter the student for any examination.
- It is the student's responsibility to ensure that any examination/registration and any other appropriate fees are paid.
- Where a student is eligible for free examination entry and subsequently fails to attend the examination, BAC/SWDT may seek to recover from the student the full exam entry fee.

5. Fees

- Except where stated, the fees quoted by BAC/SWDT are for total fee (including tuition, examination and registration fees) and should be paid by the start of the course or a payment plan or loan must be in place.
- Except where stated, students are responsible for purchasing their own books, stationery etc. Other equipment and materials are provided unless the course information leaflet states otherwise or BAC/SWDT is required to provide essential items as directed by the Education and Skill Funding Agency (ESFA).
- Fees may not be refundable after commencement unless the course is unavoidably cancelled by BAC/SWDT or in exceptional circumstances.
- The student is wholly responsible and liable for all fees irrespective of any sponsorship or student loan facilities.
- If you declare false information BAC/SWDT may take action against you to reclaim the tuition fees and the costs of any support provided.

6. Conduct

- The student agrees to co-operate with BAC/SWDT in maintaining a pleasant, safe and studious environment at all times by showing respect for College property and due consideration for other students, staff and visitors.
- BAC/SWDT will endeavour to help students with any problems they may have but may take action against students who do not have a satisfactory standard of work, attendance or behaviour.
- A copy of the Disciplinary Procedure is available upon request.
- Learners are required to ensure that they abide by BAC/SWDT's Code of Conduct.

7. Privacy Notice

How We Use Your Personal Information

BAC/SWDT abides by the Data Protection Act 2018. The personal information you have provided will be processed by BAC/SWDT for purposes of providing educational and related services. The information may be disclosed to specific third parties, such as Local Authorities, Debt Collection companies etc. Please refer to our 'Student and Perspective Student Privacy Notice' (ref DP-PN-01) for further details. (<https://bacoll.ac.uk/Documents/2022/7/Privacy-Policy-July-2022.pdf>)

Information will also be shared with the Department for Education (DfE) and the Education and Skills Funding Agency (ESFA), their privacy notice is provided below.

This privacy notice is issued by the Education and Skills Funding Agency (ESFA) on behalf of the Secretary of State for the Department of Education (DfE) to inform learners about the Individualised Learner Record (ILR) and how their personal information is used in the ILR. Your personal information is used by the DfE to exercise our functions under article 6(1)(e) of the UK GDPR and to meet our statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009.

The ILR collects data about learners and learning undertaken. Publicly funded colleges, training organisations, local authorities, and employers (FE providers) must collect and return the data to the ESFA each year under the terms of a funding agreement, contract or grant agreement. It helps ensure that public money distributed through the ESFA is being spent in line with government targets. It is also used for education, training, employment, and well being purposes, including research. We retain ILR learner data for 3 years for operational purposes and 66 years for research purposes.

For more information about the ILR and the data collected, please see the ILR specification at:
www.gov.uk/government/collections/individualised-learner-record-ilr

ILR data is shared with third parties where it complies with DfE data sharing procedures and where the law allows it. The DfE and the English European Social Fund (ESF) Managing Authority (or agents acting on their behalf) may contact learners to carry out research and evaluation to inform the effectiveness of training.

For more information about how your personal data is used and your individual rights, please see the DfE Personal Information Charter (<https://www.gov.uk/government/organisations/department-for-education/about/personal-information-charter>) and the ESFA Privacy Notice (<https://www.gov.uk/government/publications/esfa-privacy-notice>)

If you would like to get in touch with us, you can contact the DfE in the following ways:

- Using our online contact form at https://form.education.gov.uk/service/Contact_the_Department_for_Education
- By telephoning the DfE Helpline on 0370 000 2288
- Or in writing to – Data Protection Officer, Ministerial and Public Communications Division, Department for Education, Piccadilly Gate, Store Street, Manchester, M1 2WD

If you are unhappy with how we have used your personal data, you can complain to the Information Commissioner's Office (ICO) at – Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. You can also call their helpline on 0303 123 1113 or visit <https://www.ico.org.uk>

Disability, Learning Difference and Additional Support

BAC/SWDT is committed to ensuring that reasonable provision is made for students with disability, health or medical conditions and to provide whatever support we can for your additional needs. The information you give us will not stop you coming to BAC/SWDT but will help us to make sure that you have the correct support when you are on your course.

8. Learning Agreement Form

Your signature on the Learning Agreement Form indicates that as a student:

- You have read and agree with the terms and conditions detailed above and with the privacy notice provided.
- You accept responsibility for your own learning and to review your progress with the support of your tutor(s).
- You agree to attend all required activities regularly and punctually and to account for any absences.
- You have received an appropriate amount of pre-enrolment advice and guidance ensuring your suitability for your chosen learning programme.
- You take responsibility for maintaining an acceptable standard of behaviour at BAC/SWDT and whilst engaged in activities associated with BAC/SWDT (see section 6 for more information).
- You agree to follow and respect published BAC/SWDT policies, rules and regulations, copies of which are available on the student portal.
- The information you have given on your Learning Agreement is, to the best of your knowledge, correct.
- You agree to pay all fees due to BAC/SWDT (see section 5) and outlined in the fee policy available from Admissions and the website.
- If you are claiming remission of fees you will provide the required evidence to BAC/SWDT and if required attend an appointment with an adviser.
- You accept responsibility to inform BAC/SWDT of any change in the information you have provided on your Learning Agreement including any change of circumstances affecting eligibility for tuition fee remission.
- You will comply with copyright laws and licenses regarding the copying of resources within BAC/SWDT.
- We may share information about your studies with your employer, if your employer is paying your fees.
- You agree to BAC/SWDT processing and sharing personal information about you for the purpose of providing educational and related services as set out in the BAC/SWDT privacy notice.
- If you are under the age of 18, we may share relevant information about your studies with your parent/guardian or carer.
- If your local authority's Virtual School has a responsibility for you, we may disclose to them information about your progress and achievements



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Reviewed August 2022