

Learning Agreement

Please tick:
☐ Bishop Auckland College (BAC)
☐ South West Durham Training (SWDT)



Title: Mr/Mrs/Miss/Ms Surname _____ Forename(s) _____ Previous surname(s) _____

Home address _____

Postcode _____ How long have you lived at this address? Years ____ Months ____ Date of birth ____ / ____ / ____ Age ____ Gender _____

Telephone no. _____ Mobile no. _____ Email _____

National Insurance Number _____ Car reg. _____ (for Security and Safeguarding Purposes)

Residency - I am a UK national and have been resident in the UK for at least the last three years. ☐ Yes ☐ No (If no, please complete a residency form)

Nationality _____

Name of school (if a school leaver) _____ Emergency contact 1 name and number _____

How did you hear about us _____ Emergency contact 2* name and number _____
*Only mandatory if aged 16 - 19

Qualifications and Examinations
(please indicate which best describes your current qualifications level)

☐ No formal qualifications
☐ Entry Level
☐ Other qualifications level not known
☐ Level 1 (GCSEs grade D or below)
☐ Level 2
☐ Full Level 2 (5 GCSEs at grade C or above/up to 3 AS Levels)

☐ Level 3
☐ Full Level 3 (2 or more A Levels or equivalent)
☐ Level 4 (Certificate of Higher Education)
☐ Level 5 (Foundation Degree)
☐ Level 6 (First Degree)
☐ Level 7+ (Masters, Post-graduate, Doctorates)

Please note that evidence of qualifications will be required such as certificates or examination result slips.

GCSE Maths A*- C ☐ Yes ☐ No Year achieved: _____ Grade _____
9 - 4 ☐ Yes ☐ No Year achieved: _____ Grade _____
Functional Skills Level 2 ☐ Yes ☐ No Year achieved: _____ Grade _____
GCSE English A*- C ☐ Yes ☐ No Year achieved: _____ Grade _____
9 - 4 ☐ Yes ☐ No Year achieved: _____ Grade _____
Functional Skills Level 2 ☐ Yes ☐ No Year achieved: _____ Grade _____

What is the subject and full name of your highest qualification

Employment Details (please tick)
Unemployed / unwaged:
☐ Not in paid employment but looking for work
☐ Not in paid employment not Looking for Work
☐ Have you been made redundant?

For what length of time:
☐ Up to 6 months
☐ 6 - 11 months
☐ 12 - 23 months
☐ 24 - 35 months
☐ over 36 months

Employed:
☐ Self Employed - (please also tick hours below)
☐ Learner is employed for 0 to 10 hours per week
☐ Learner is employed for 11 to 20 hours per week
☐ Learner is employed for 21 to 30 hours per week
☐ Learner is employed for 31+ hours per week

How long have you been employed?
☐ Up to 3 months
☐ 4 - 6 months
☐ 7 - 12 months
☐ over 12 months

Disability, Learning Difference and Additional Support
Do you have any kind of disability and/or learning difference, which could affect your studies? e.g. Hearing or vision impairment, Dyslexia, Autism Spectrum Disorder, mental health, medical or health problems?
☐ No ☐ Yes If Yes, please specify _____

Convictions
Have you any unspent criminal convictions?
☐ Yes ☐ No
(if yes please speak to enroller)

Ethnic Origin (please tick)
White:
☐ English / Welsh / Scottish / Northern Irish / British
☐ Irish
☐ Gypsy or Irish Traveller
☐ Any other White background

Black British / Black/ African / Caribbean:
☐ African
☐ Caribbean
☐ Any other Black / African / Caribbean background

Mixed / Multiple Ethnic Group:
☐ White and Black Caribbean
☐ White and Black African
☐ White and Asian
☐ Any other Mixed / multiple ethnic background

Asian / Asian British:
☐ Indian
☐ Pakistani
☐ Bangladeshi
☐ Chinese
☐ Any other Asian background

Other ethnic group: ☐ Arab ☐ Any other ethnic group ☐ Prefer not to say

Public Transport - Do you use public transport Yes ☐ No ☐ ID Verification - Type: _____
(e.g. drivers licence, passport etc.)

Payment Details (please tick)
☐ Paying for self
☐ Employer / training sponsor paying*
*employer letter or purchase order required
☐ Higher Education/Advanced Learner Loan
Are you enrolled at any other College/Institution?
☐ Yes ☐ No (if yes, please state) _____

Please tick as you may receive your course FREE:
☐ I am over 16 but under 19 on 31 August 2023 and not in compulsory education (19 - 24 If you have EHCP)
☐ I am eligible to get my course for free for reasons stated on the Self Declaration form attached
☐ I am enrolling on a maths / English qualification.
☐ College or Franchising Policy: _____
☐ Other fee waiver: _____

The Education and Skills Funding Agency (ESFA) and BAC/SWDT will contact you upon the completion of your course to conduct a destination survey. If you are happy to be contacted for other purposes please tick accordingly ☐ About courses or learning opportunities ☐ For surveys and research

Please tick how you would like to be contacted (tick all that apply) ☐ By post ☐ By phone ☐ By email ☐ SMS ☐ Social Media

Declaration: I agree to abide by BAC/SWDT procedures and policies as published and confirm the details on this form are correct. I agree to the use of this and any other information by BAC/SWDT within the terms of the Data Protection Act. As a student, I agree to BAC/SWDT processing personal data contained within this form or other data which BAC/SWDT may obtain from me or other people connected with my studies, or my health and safety, whilst on the premises, or for any other legitimate reason in line with the Organisation's privacy notice. I have read and agree to the Terms and Conditions overleaf. I can confirm that I am aware of BAC/SWDT fee policy (Please see section 5 overleaf for a summary version of the fee policy, a full copy is available on request). I confirm that I have not achieved this qualification previously.

Student Name: _____ **Student Signature:** _____ **Date:** ____/____/____

For Office use only									
Code	Course Title	Day(s)	Times	Weekly GLH	Planned GLH	Start Date	Planned End Date	Fee (£)	Input by & Date:

I have checked the student meets entry requirements, has received appropriate pre-enrolment advice and guidance and all relevant sections have been completed.

Staff Name _____ **Staff Signature** _____ **Date** ____/____/____

Finance Date ____/____/____ **Int** _____ **Payment Method** _____ **Checked by:** _____
(Registry)

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 they understand 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 them 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 their 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 Skills 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 Privacy Notice for further details.

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. Our lawful basis for using your special category personal data is covered under Substantial Public Interest based in law (Article 9(2)(g)) of GDPR legislation. This processing is under Section 54 of the Further and Higher Education Act (1992).

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 your ILR learner data for 20 years for operational purposes (e.g. to fund your learning and to publish official statistics). Your personal data is then retained in our research databases until you are aged 80 years so that it can be used for long-term research purposes. For more information about the ILR and the data collected, please see the ILR specification at <https://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/departments-for-education/about/personal-information-charter>) and the DfE Privacy Notice (<https://www.gov.uk/government/publications/privacy-notice-for-key-stage-5-and-adult-education>)

If you would like to get in touch with us or request a copy of the personal information DfE holds about you, you can contact the DfE in the following ways:
Using our online contact form 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, Department for Education (B2.28), 7 & 8 Wellington Place, Wellington Street, Leeds, LS1 4AW

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 proving 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



**Education & Skills
Funding Agency**



Shaun Hope
Principal | Chief Executive

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