

ENROLMENT CONDITIONS OF EASTON&OTLEY COLLEGE ("THE COLLEGE")
This important information should be read before enrolling. These conditions form the basis of the Learning Agreement between the College and the Student. The Learning Agreement is made when the Student and a representative of the College sign this form.

1 STUDENT AGREEMENT

1.1 I have received enough information to be sure that this course will be useful and that I have the right experience and ability to benefit from it.

1.2 I am aware that the College offers financial and practical help to Students who need support.

1.3 I agree to complete this Learning Programme and to abide by the College rules and procedures. These will be outlined within your induction.

1.4 I agree to the College processing and using the personal data contained in this form and other information (such as photos and portfolios), which the College may obtain from other people or me, whilst I am a Student and for any purposes connected with my studies, my health and safety or for any other legitimate reason.

1.5 For Students under the age of 18 – by signing this form you are giving permission for your previous student information to be passed from the Local Authority or ESFA to the College. This will help provide the right support for you while completing your course.

1.6 For Students under the age of 18 on 31/08/2017, you will be regarded by the College as being under 18 for the entire academic year. The college may contact your parents/guardians regarding your progress and attendance and may involve them in reviews and parents evenings.

1.7 For Students being sponsored you agree that the College may pass on your performance and attendance to your sponsor if requested.

1.8 Further Information and the College Fee Policy are available on the College website or on request from the college Student Services team.

RIGHTS AND OBLIGATIONS OF THE STUDENT

2 PAYMENT OF FEES

2.1 For the purposes of the College's fee regulations the word 'fees' shall be interpreted as: "A sum of money due to the College in respect of educational services, which include such things as tuition, assessment and examinations, academic supervision, the provision of transport and the provision of other academic services and facilities, the provision of pastoral and other extra-curricular services, accommodation and conferment of awards"

2.2 Responsibility for the payment of all fees lies with the Student, even when another person has undertaken to pay fees on the Student's behalf. Tuition fees must be paid at enrolment, unless the instalment option has been selected in accordance with the "Easton and Otley College Fee Policy"

2.3 Fees will be charged in accordance with the current "Easton and Otley College Fee Policy" published by the College. The College reserves the right to review the amount of fees from time to time, and to increase the fees due to, and in accordance with, circumstances beyond the control of the College. Additional fees are immediately due and payable when this occurs.

2.4 Any quotation given in respect of fees by the College is subject to verification and confirmation. If there is any change to the amount due as a consequence of verification and confirmation, the Student will be notified of the correct amount of fees by the College.

2.5 The College is entitled to make any additional charge, in respect of all or part of the costs and expenses related to providing materials, study visits, placements and other occasional arrangements, which are related to the Course/Programme.

2.6 The Student is entitled to remission of fees in accordance with the current "Easton and Otley College Fee Policy" published by the College.

2.7 For all other information on Fees, including more detail on the above, please see the "Easton and Otley College Fee Policy" published by the College.

3 REFUNDS OF FEES

3.1 In the event of a Course/Programme being cancelled by the College, a full refund of the fees in respect of the remaining period of the Course/Programme will be refunded to the Student.

3.2 In the event of the Student withdrawing from a Course/Programme, a refund of fees will be made in accordance with the current "Easton and Otley College Fee Policy" published by the College.

4 ADMINISTRATION

4.1 The Student will inform the College of any change in details provided on the Enrolment Form as soon as the change occurs.

4.2 The Student will inform the College of any change, which affects his/her entitlement to Fee Remission, after this has been allowed.

5 ACADEMIC REGULATIONS

5.1 The College has the right to refuse admission to a Course/Programme if the following conditions are not met: -

i The Student has attained the prescribed entry qualifications for the Course/Programme.

ii In the opinion of the College, the Student is likely to benefit from the Course/Programme and achieve its qualification aim or other outcomes.

5.2 The Student will attend all classes, tutorials, assessments / examinations which form part of the Course/Study Programme. In the event of any absence, the Student must contact the College via text message before 8:30am, using the dedicated text absence service.

5.3 The Student's attendance at all classes, tutorial, assessments / examinations will be punctual.

5.4 When a Student has been absent for a continuous period of 4 weeks, where appropriate the College will formally withdraw that Student from their course/Study Programme

5.5 The Student will submit all work/assignments and attend examinations which are required as part of the Course/Programme within deadlines as stated in the FE Assessment Policy set by the College. Students will be refused entry onto subsequent years of their programme if they have not completed all outstanding outcomes of their programme within the academic year.

6 GENERAL REGULATIONS

6.1 The Student will make him/herself aware of what is expected of them by the College, as outlined within its Policies and Procedures; located within the Student Guide to Induction/ Course Handbook materials/ noticeboards/ VLE/ or through copies obtained from their Course Tutor or Student Centre. The Student will conform to these expectations throughout his/her attendance on their Course/Study Programme and failure to do so may result in the College initiating the Student Disciplinary Procedures.

6.2 This college is committed to ensuring that people with learning difficulties or disabilities are treated fairly. All reasonable adjustments to provision will be made to ensure that they are not unduly disadvantaged.

6.3 The College recognises its responsibility to safeguard and promote the safety and welfare of all Students and to provide a safe and secure learning environment.

7 HEALTH AND SAFETY REGULATIONS

7.1 The Student has a duty to take care of his/her own health and safety and that of other Students. The Student will at all times take reasonable steps to discharge this duty and at

all times comply with the Health and Safety Regulations which are published by the College.

7.2 If the Student has a disability or a medical condition, which could affect their ability to perform the activities of the course, he/she will inform the College before or at the time of enrolment.

7.3 The Student should take note of the health and safety information provided by the College in the Course Handbook.

RIGHTS AND OBLIGATIONS OF THE COLLEGE

8 INSTRUMENTS AND ARTICLES OF GOVERNMENT

8.1 The College will ensure that copies of its Instruments and Articles of Government are made available to the Student from the College Library, Website or other places as the College may advise from time to time

9 SERVICES TO BE PROVIDED

9.1 The College will provide the services, which are described in the Easton and Otley College Student Charter.

9.2 Where the number of Students studying the Course/Programme falls below a level, which in the reasonable opinion of the College is necessary for the Course/Programme to viably continue, the College reserves the right to cancel, suspend, alter or merge the Course/Programme. The College undertakes to give 7 days' notice of any such alteration.

9.3 The College reserves the right to alter the number of planned learning hours, syllabus, location, dates and methods of delivery of the Course/Programme in the interest of cost-efficiency and quality of outcome, at any time during its duration.

10 LIABILITY

10.1 The College accepts no responsibility for any loss or damage to the property, including any motor vehicle or cycle of the Student whilst on College premises, nor any personal injury to the Student, unless, in the latter case, caused by the College's negligence.

10.2 The College hereby expressly excludes liability for any indirect or consequential loss, which may be suffered by the Student as a result of any breach of these Conditions or any other act or omission of the College or its employees or agents.

10.3 In the event that the College is found liable to the Student, the liability of the College will be limited to the Fees actually paid (except for liability for death or personal injury resulting from the College's negligence).

11 CIRCUMSTANCES BEYOND THE COLLEGE'S CONTROL

11.1 The College will have the right without liability and without being deemed to be in breach of these Conditions, to cancel or alter in any way the Course/Programme to which this Learning Agreement relates, where it is obliged to do so through any circumstances beyond the control of the College.

11.2 In these circumstances, the College may attempt to rearrange the original Course/Programme but is under no obligation to do so.

12 ESFA DATA PROTECTION STATEMENT 2017/18

How We Use Your Personal Information

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). It is to inform learners how their personal information will be used by the DfE, the ESFA (an executive agency of the DfE) and any successor bodies to these organisations. For the purposes of the Data Protection Act 1998, the DfE is the data controller for personal data processed by the ESFA. Your personal information is used by the DfE to exercise its functions and to meet its statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009 and to create and maintain a unique learner number (ULN) and a personal learning record (PLR).

Your information may be shared with third parties for education, training, employment and well-being related purposes, including for research. This will only take place where the law allows it and the sharing is in compliance with the Data Protection Act 1998.

The English European Social Fund (ESF) Managing Authority (or agents acting on its behalf) may contact you in order for them to carry out research and evaluation to inform the effectiveness of training.

You can opt out of contact for other purposes notice **by marking 'No' for any of the ESFA Privacy Notice boxes found overleaf** Further information about use of and access to your personal data, and details of organisations with whom we regularly share data are available at: <https://www.gov.uk/government/publications/esfa-privacy-notice>

13 LRS PRIVACY NOTICE FOR PUPILS, STUDENTS, LEARNERS AND TRAINEES

This statement is intended to provide you with information as to how the Learning Records Service will collect and use your personal information and data, and how you can exercise choice in respect of the use of your personal data.

The Learning Records Service is operated by the Skills Funding Agency. The Learning Records Service collects data relating to learners registering for relevant post-14 qualifications, for example GCSEs and A-Levels, Entry to Employment Certificates, Regulated Qualifications Frameworks and Welsh Baccalaureate and associated units.

The Learning Records Service stores learner participation and achievement data collected directly from awarding organisations. This information is known as the 'Personal Learning Record' (PLR). Permitted organisations will have access to your PLR in order to access your achievements, awards and to enable advice and guidance to be provided to you. You as the learner will be able to get a copy of your PLR.

The Learning Records Service provides:

- a Unique Learner Number (ULN) to individual learners.
- a Personal Learning Record.

Collection of data

The Learning Records Service collects data from:

- DfE, schools and training/learning providers.
- Information provided by you when enrolling with the training/learning provider.
- Qualification/unit data held by Ofqual and Qualifications in Wales (QiW).
- Participation and achievement data held by the Welsh Government.
- Accredited achievement data supplied by awarding organisations.

Use of data

The Unique Learner Number enables education and training sector organisations, and Awarding Organisations regulated by Ofqual in England, Qualifications in Wales (QiW) in Wales and CCEA in Northern Ireland, to share information about participation and achievement in a consistent and approved manner, promoting good information management practice, and helping to improve accuracy and efficiency.

This will benefit you through enhancing the application processes to Awarding Organisations, learning providers, learning advisors and other third parties.

The PLR will be shared with organisations linked to your education and training, including those organisations specified in Regulations made under section 537A of the Education Act (refer to Annex A).