



Terms & Conditions of St Helens College

The College is today enrolling you (the person named overleaf) on the Programme(s) of Study detailed on the Learning Agreement. Set out below are matters which the College agrees to while you are a student of the College, a list of points to which you the student agrees and some general terms which will apply to the College/student relationship you are creating by signing this form.



This activity has been partly or entirely part-financed by the European Union through the European Social Fund helping people improve their employability, business spirit and equal opportunities and create a human resource.

A The College agrees:

- To encourage you in any matter relating to your learning and your obligations under this agreement.
- To provide a reasonable quality of educational and other services.
- To charge reasonable fees whilst reserving the right to increase such fees as necessary from time to time. Fees are normally set at the start of the academic year for the duration of that year. The fees & charging policy is available on request or on the College intranet.
- To enter you for the appropriate examinations and assessments. The College reserves the right not to enter you for appropriate examinations and assessments if fees remain due and owing or if you are subject to disciplinary action. Certificates will be posted to your home address unless alternative arrangements have been made. There may be a charge for replacement certificates.
- To provide Programmes of Study which lead to qualifications as described in the College Prospectus.
- To, wherever possible, provide a flexible Programme of Study to allow you to alter your pattern of attendance.
- The College reserves the right to merge or cancel classes in the interest of the efficiency of the College after due consideration and making reasonable attempts to avoid doing so.

B You hereby agree with the College:

- To regularly and punctually attend the Programme of Study, attending all classes, workshops, sessions and tutorials, not being absent from any relevant part of the Programme of Study except in the case of illness or other good cause and in particular:
 - To do your best to ensure that the requirements of the Programme of Study are met and that a proper contribution to the Programme of Study is made by you.
 - Where appropriate to take and do your best to pass relevant examinations within the Programme of Study.
 - To punctually complete and submit all work required by the Programme of Study.
 - To comply with all reasonable requests or instructions from the College staff.
 - To observe the rules and regulations of the College as contained in the Student Standards for Learning, the Students' Information Pack and Prospectus (as amended from time to time). The Students' Information Pack and Prospectuses are available from Student Services.
 - To conduct yourself in a responsible manner at all times in respect of your attendance upon the Programme of Study or upon the College premises.
 - To ensure that you wear your Student Identity Badge at all times whilst on College premises. You may be required to pay for replacements.
 - To compensate the College for any loss of/damage to the College's premises or property arising from wilful or reckless conduct on your part.
 - To pay without delay all Programme fees and examination fees as required.
 - To provide promptly all possible information and assistance if asked to do so by the College in connection with your position as a student of the College.
 - To permit your employer to obtain reports from the College on your progress if you are undertaking a Programme of Study or tuition as a condition of employment.
 - To allow your parent/guardian/carer to obtain reports from the College on your progress if you are aged 16-18, as at 31/8/2015, and your parent/guardian/carer resides at the same address as yourself. Please note: parents are provided with access to reports via pro-portal.

C Other Conditions

- The College operates a formal complaints procedure which you may use if you believe that the College has failed in its obligations to you under this agreement.
- The College may terminate your enrolment on the Programme of Study (subject where relevant to the College's current Behaviour Policy) if:
 - You are continuously absent from the College for over 4 weeks without good reason and/or you persistently refuse to attend College. (Injury or illness lasting more than 4 weeks supported by documentary evidence is a valid reason for continuous absence).
 - Your conduct is persistently unsatisfactory.
- The College may immediately terminate your enrolment on the Programme of Study if:
 - You seriously break your obligations under this agreement.
 - You repeatedly break or continue to break (after warning) your obligations under this agreement. A copy of the behaviour policy is available from the College website/Intranet.
 - You have been guilty of conduct tending to bring the College into disrepute.
 - You have been found guilty of a serious breach of discipline under the College's Behaviour Policy.
- The Programme of Study shall automatically terminate at the end of the period specified for the Programme in the Prospectus, or otherwise notified by the College to you in writing.

D Refund of Fees

- Full Cost Courses - Under no circumstance will full cost courses be refunded.
- Funded Courses - The College will not give refunds after 3 weeks if a student wishes to withdraw from a government funded programme. A £25 administration charge will be levied on any refunds.
- HE Courses - Separate arrangements apply to full time HE students. Please contact the Finance department.

E Miscellaneous

- This agreement shall be subject to and governed by English law.
- This agreement and any documents which are detailed in it contain all of the terms which you and the College have agreed to in relation to your enrolment as a student as provided for by this agreement and you have not been persuaded to enter into this agreement by a statement or promise which is not expressly set out in this agreement.
- Notices by either party to the other should be given by personal delivery, post or by letter addressed to the other party (at the address set out overleaf) or any other notice shall, if sent by first class pre-paid post, be considered to have been received 48 hours after posting.
- The College shall not be liable to you for any failure to perform or delay in performance of its obligations to you caused by any circumstances beyond its reasonable control including, but not limited to: flood, storm or other natural events; war or civil disorder; destruction, breakdown or damage to any premises, plant or equipment; the introduction of or any amendment to, any law or regulation or any change in its interpretation or application by any authority; or any action taken by governmental or public authority or an agency of the European Community; any strike, lock out or other industrial action or any other event, whether similar or not to any of the above events.
- The College shall not be liable to you for loss or damage to your person or property or otherwise unless due to the negligence or other failure of the College to perform its obligations under this agreement or under the general law. All loss (whether consequential direct or indirect) shall be limited to the value of fees paid by or on your behalf provided that nothing in this clause shall limit or exclude the College's liability for death or personal injury resulting from negligence.
- Privacy Statement 2015/2016 - How We Use Your Personal Information; The personal information you provide is passed to the Chief Executive of Skills Funding ("the Skills Funding Agency") and the Department for Business, Innovation and Skills (BIS). Where necessary it is also shared with the Department for Education, including the Education Funding Agency. The information is used for the exercise of functions of these government departments and to meet 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). The information you provide may be shared with other organisations for education, training, employment and well-being related purposes, including for research.

You may be contacted after you have completed your programme of learning to establish whether you have entered employment or gone onto further training.

The Skills Funding Agency funds adult further education and skills training, including apprenticeships, in England. The EFA is responsible for arranging the provision of funding for the education and training of young people in England. The Skills Funding Agency processes learner data on behalf of the EFA.

As part of the service, individuals can apply for and be kept informed of Apprenticeship opportunities. Other organisations include the Department for Business, Innovation and Skills, the Department for Work and Pensions, Local Authorities in England, the Higher Education Statistics Agency, the Higher Education Funding Council for England, educational institutions and organisations performing research and statistical work on behalf of the Skills Funding Agency, the EFA, or partners of those organisations.

The Agency also administers the Learning Records Service (LRS) which uses your learner information to create and maintain a unique learner number (ULN) and a Personal Learning Record (PLR). Learner identification, participation and achievement information will be passed to the Learner Record Service by the College to create and maintain a unique learner number (ULN). Learners will have direct access to information held about them.

Organisations allowed by Law are detailed at:

<http://www.gov.uk/sfa> you will be able to access the participation and achievement of each learner, saving individuals the task of having to supply the same information repeatedly to different organisations. Individuals are able to opt-out of the data sharing and details can be found at: <http://www.gov.uk/sfa> or by telephoning 0345 377 5000 or by contacting St Helens College. The EFA/Skills Funding Agency are also co-financing organisations and use European Social Funds from the European Union to directly or indirectly part finance learning activities, helping develop employment by promoting employability, business spirit and equal opportunities and investing in human resources.

Further information about use of and access to your information is available at: Skills Funding Agency: <http://www.gov.uk/government/publications/sfa-privacy-notice>. At no time will your personal information be passed to organisations for marketing or sales purposes. The EFA, the Chief Executive of Skills Funding Agency and their partners may wish to contact you from time to time in respect of surveys and research to monitor performance, improve quality and plan future provision and to inform you about courses, or learning opportunities relevant to you.

Tick the box overleaf if you do not wish to be contacted in respect of surveys and research by mail or phone.

- The College reserves the right to alter the terms and conditions in this statement after one month's notice to you personally or by display upon the College Notice Boards.
- Subject to acceptance of liability under clause E.5, the College shall not be liable to the student for any loss or damage howsoever arising and all terms implied by law into this contract are hereby excluded to the extent permissible by law.