

Whilst the College will make all reasonable effort to provide the education and training as specified on this form, it reserves the right to withdraw or change the details of a programme as a result of unforeseen circumstances.

PAYMENT OF FEES AND EXAMINATION ENTRIES

All applicable tuition, examination and/or registration fees ("Fees") must be paid at enrolment provided always that, in the case of sponsored students, the relevant employer or other sponsoring organisation, will be invoiced following enrolment. Our payment terms for invoices are 30 days from date of invoice.

If Fees are not paid on time students will not be entitled to further tuition or entry into examinations.

All students must check the personal details shown on the enrolment form and must update the College as soon as possible if any such details change to ensure that correct information appears on certificate(s) awarded. Students are also advised to inform the College of any changes of circumstances, including a change of address. In the case of AS/A2 levels, additional procedures will apply and teaching staff will inform students of these at the appropriate times.

DATA PROTECTION

The College is the Data Controller of student's personal data for the purposes of Data Protection laws. Student data is stored and processed by the College with the student's agreement and in accordance with the principles of the Data Protection laws and the College's data protection policy. Information regarding your attendance/welfare may be shared with:

- a) Employers, in the case of sponsored students.
- b) Parent/guardian, in the case of students under 18
- c) The relevant authorities for Council Tax purposes.
- d) Those formally requesting references (Where students have consented to this)

Students inputting personal data onto computers must note that it is their responsibility to ensure that the data is removed from any location which may be accessible by others after each session as the College cannot be responsible for the security of such data.

Students have a right to access information held about them and, where appropriate, to have it corrected or deleted. On making a written request to the College students are entitled to be supplied with a copy of any personal data held about them. Further details about this process are contained in the College's data protection policy

How We Use Your Personal Information

The personal information you provide is passed to the Education and 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.

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 will be securely destroyed after it is no longer required for these purposes. 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 data protection legislation. Further information about use of and access to your personal data, details of organisations with whom we regularly share data, information about how long we retain your data, and how to change your consent to being contacted, please visit: <https://www.gov.uk/government/publications/esfa-privacy-notice>

The information you supply is used by the Education and Skills Funding Agency, an executive agency of the Department for Education (DfE), to issue you with a Unique Learner Number (ULN) and to create your Personal Learning Record, as part of the functions of the DfE.

The Learning Records Service (LRS) is operated by the ESFA. The LRS collects information about learners registering for relevant post-14 qualifications.

The LRS uses your information to:

- issue you with a Unique Learner Number (ULN)
- create your Personal Learning Record (PLR)

The ULN 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. It benefits you through enhancing the application processes to Awarding Organisations, learning providers, learning advisors and other third parties. The PLR stores your education and training participation and achievement information collected directly from educational institutions and other bodies.

All organisations that have control of personal data about you and that we store in the LRS are required to register with the Information Commissioner's Office and to handle your information in accordance with the latest data protection legislation. The LRS is accessible by organisations under agreement with the DfE. Your personal information is only accessed through the LRS by organisations linked to your education and training, including those organisations specified in Regulations made under section 537A of the Education Act. Awarding organisations are able to access limited achievement data that we hold about you, in order to verify its accuracy.

We will only keep your personal information for as long as we need it after which it will be securely destroyed. Your personal information stored in the Personal Learning Record is retained for 66 years. We may need to keep your other personal information where held indefinitely for research and statistical purposes.

You have the right:

- to ask us for access to information about you that we hold
- to have your personal data rectified, if it is inaccurate or incomplete
- to request the deletion or removal of personal data where there is no compelling reason for its continued processing
- to restrict our processing of your personal data (i.e. permitting its storage but no further processing)
- to object to direct marketing (including profiling) and processing for the purposes of scientific/historical research and statistics
- not to be subject to decisions based purely on automated processing where it produces a legal or similarly significant effect on you

For more information about how your information is processed, to access your Personal Learning Record, and how to contact us, please refer to: <https://www.gov.uk/government/publications/lrs-privacy-notice>

Your personal data may also be shared with the Students Union, Derby City Council, Derbyshire County Council or the council in the location where you live

SECURITY/CAR PARKING

The College does not accept liability for any accidents, loss or damage, (unless caused by our negligence), to any personal possessions brought onto the College campuses.

COLLEGE FACILITIES

Although the College facilities are generally available to all students, being a student at the College does not automatically mean that an individual has the right to use such facilities without the appropriate approval/permission.

SPECIAL EDUCATIONAL NEEDS

Potential students should discuss any anticipated support needs with the College prior to, or at, enrolment. The College will endeavour to meet students' needs but cannot guarantee to do so in every case.

STUDENT ENROLMENTS

1. Unless fees are being paid by a sponsoring third party, the main liability for the payment of fees shall generally lie with the enrolled student. The College may require that the student personally makes payment of all or part of any fees that remain unpaid by a sponsoring third party after 8 weeks of commencement of study (unless other arrangements have been made). Where a student leaves the employment of a sponsoring organisation (and wishes to remain on the enrolled programme of study), the student will be liable for any fee that cannot be recovered from the sponsoring organisation.
2. 19+ Advanced Learning Loans will be verified with the Student Loans Company, and if you are not eligible for a 19+ Advanced Learning Loan, the full cost fee for the course will be charged. You will be unable to continue with your course without payment.
3. Where a student's fees have been paid, substitution of one student for another shall only be made with the prior arrangement of the College.
4. Overdue payments may be charged interest at the rate of 3% per annum above the Bank of England's base rate, calculated on a daily basis and applicable both before and after judgement.
5. If instalment facilities have been agreed, and any payment is not made on the due date the College reserves the right to sue for the whole of the outstanding debt and any interest. Additionally, students may be required to leave their programme of study until the fees have been paid.
6. The College policy on refunds is as follows:-

If a student withdraws voluntarily, or has been excluded, then no refund will be made and the student will be liable for any outstanding fees.

Where the College has cancelled a course and, as a result, students are unable to complete their accreditation, a refund of fees will be made.

The above shall constitute an entire discharge of any liability that the College may have for failure to provide, or complete the provision, of the programme of study.

7. Where banking and other charges are incurred by the College due to the failure by the student, or by the paying third party, to provide cleared funds when making payment by cheque or other means, the College reserves the right to pass on these charges to the student or paying third party (as the case may be).
8. Generally, College fees are subsidised by Central Government funding for certain funded courses only. However, in certain circumstances where funds are made available to sponsoring employers (for example, in relation to Work-based training for young people) the College reserves the right to charge full fees.

THE COLLEGE RULES INCLUDING HEALTH AND SAFETY REGULATIONS AND FIRST AID/HEALTH

The College seeks to avoid an excessive number of rules and regulations by encouraging students to be self-disciplined and to be mindful of the needs of others. However, to enable the College community to function properly, some basic rules and regulations apply, including those which relate to Health and Safety, and First Aid and Health. These rules are published in the Student Handbook and students are required to abide by them.

All full-time students are given a copy of the Student Handbook at Induction, and any student of the College can request a copy, free of charge, from Student Services.

The College has a number of policies in place including Child Protection, Conduct and Discipline, and Bullying. Copies of College policies are available on the intranet and each student should read these as soon as they have chance as they are, by enrolling with the College agreeing to abide by them.