

Terms and Conditions of St Helens College

Your programme(s) of study is detailed in the learning agreement you signed at the start of the programme. 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 created by signing your learning agreement.

A The College agrees:

1. To encourage you in any matter relating to your learning and your obligations under this agreement.
2. To provide a reasonable quality of educational and other services.
3. 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 and charging policy is available on request or on the College intranet. University Centre St Helens students should refer to the UCSH tuition fee policy.
4. 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. In the event of missed examinations you will be charged for any associated resit costs. Certificates will be posted to your home address unless alternative arrangements have been made. There may be a charge for replacement certificates.
5. To provide Programmes of Study which lead to qualifications as described in the College Prospectus.
6. To, wherever possible, provide a flexible Programme of Study to allow you to alter your pattern of attendance.
7. 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:

1. 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:
 - 1.1 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.
 - 1.2 Where appropriate to take and do your best to pass relevant examinations within the Programme of Study.
 - 1.3 To punctually complete and submit all work required by the Programme of Study.
 - 1.4 To comply with all reasonable requests or instructions from the College staff.
 - 1.5 To observe the rules and regulations of the College as contained in the Student Standards for Learning, the Students' Information Pack. All information available on request.
 - 1.6 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.
 - 1.7 To ensure that you wear your Student Identity Badge at all times whilst on the College premises. You may be required to pay for replacements.
 - 1.8 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.
 - 1.9 To pay all programme and examination fees as per the College's published Fees and Charging policy.
 - 1.10 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.
 - 1.11 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.
 - 1.12 To allow your parent/guardian/carer to obtain reports from the College on your progress if you are aged 16-18, as at 31/08/2021, 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

1. 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.
2. The College may terminate your enrolment on the Programme of Study (subject where relevant to the College's current Behaviour Policy) if:
 - 2.1 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).
 - 2.2 Your conduct is persistently unsatisfactory.
 - 2.3 The College may immediately terminate your enrolment on the Programme of Study if:
 - 3.1 You seriously break your obligations under this agreement.
 - 3.2 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.
 - 3.3 You have been guilty of conduct tending to bring the College into disrepute.
 - 3.4 You have been found guilty of a serious breach of discipline under the College's Behaviour Policy.
 - 2.4 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:

- 1.1 Full cost and funded courses - in general no refunds are given unless the course is cancelled by the College. See the Fees and Charging policy for full details.
- 1.2 Funded Courses - Co-Funded/Advanced Loan Courses - Any refund due will be pro-rated in line with funding rules. A £25 administration charge will be levied on any refunds.

- 1.3 HE Courses - Separate arrangements apply to full time HE students. Please contact the Finance department. University Centre St Helens students should refer to the UCSH Tuition Fee Policy.
- 1.4 Separate T&C for online course bookings and payments apply.

E Miscellaneous:

1. This agreement shall be subject to and governed by English law.
2. 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.
3. 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.
4. 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.
5. 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.
6. Privacy Statement - 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 wellbeing 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 <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 programmes funded by the Liverpool City Region Combined Authority Adult Education Budget, please visit <https://www.liverpoolcityregion-ca.gov.uk/adult-education-budget> to view the policy documents and <https://www.liverpoolcityregion-ca.gov.uk/wp-content/uploads/AEB-Privacy-Notice-2022-23.pdf> for the corresponding privacy notice.

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 <https://www.gov.uk/government/organisations/department-for-education/about/personal-information-charter>
- 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>

7. The SK College Group privacy notice can be found here <https://www.sthelens.ac.uk/public-information/privacy-policy>.
8. 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.