

## STUDENT AGREEMENT *Please ask for help if you can't read or understand this section*

All students agree to observe the terms & conditions, rules and regulations of Blackpool and The Fylde College through the College website/Moodle site ([www.blackpool.ac.uk](http://www.blackpool.ac.uk)).

**This includes wearing your college ID badge at all times whilst on College premises.**

### **By consenting to this agreement you also confirm that you understand and agree to the following:**

- that you have received advice and guidance about the programme of study you are enrolling on and that the following areas have been explained to you:
  - the entry qualifications needed for your programme of study.
  - that tuition fees, residential/material costs etc. are payable annually.
  - the hours of study needed to achieve those qualification(s).
  - progression routes that may be available to you.
  - what your programme of study involves and what qualification(s) it will lead to.
  - that you may need to be assessed to confirm your suitability to the programme of study.
  - that learning support may be available to you if you or your tutor feels it is needed.
- that the College will register you with appropriate awarding organisations and that you must take any assessments or examinations the College requires you to take to achieve the qualification(s) detailed in this agreement. *Note:* Students / delegates attending commercial training where certification details require registering with the relevant industry skills body, the College will provide them with your details to ensure your certificate is entered on to their own database.
- if you fail to attend classes, then you may not be permitted to complete your programme of study.  
*Note:* Tier 4 international student attendance will be closely monitored. Non-attendance will be reported to the Home Office/UK Visa's and Immigration (UKVI) in line with the College's obligations.
- that all courses are run subject to a minimum class size and the college reserves the right to cancel the course if it is not likely to meet this minimum class size. Students will be notified in as reasonable a period as possible prior to the course's planned start.
- that the College can contact your named person in an emergency and may discuss your progress with them if they contact us on your behalf. If you are 16-18 or studying a 16-18 programme, we will routinely involve your parents or guardian(s) in your learning and support. This includes us sharing information with them. If there is a valid reason you would prefer us not to involve one of your parents or guardians, please bring this to the attention of your personal tutor as soon as possible.
- that the College will withdraw you from any examinations if you withdraw from your programme of study or any part of it.
- that the College (or our partners) are required to contact you to monitor Learner Outcomes (including student destinations).
- that you will tell us if any of your personal, employment or contact details change.
- that you (or your employer/sponsor) are responsible for any course fees incurred.
- that the College can access and update data held about you by the Learner Record Service.

### **Important Information About Your Fees:**

- If your course is a multi-year programme of study with fees per year (where applicable), you must pay fees for each year of the programme. International (non-EU) students and those studying non-funded courses must pay all fees in full before they start each academic year.
- We are obliged to notify benefits agencies if your course status changes. This may affect your benefits and your fees.
- The College reserves the right to charge 2% for payments made by Credit Card and will charge £25 for each failed direct debit payment.
- The College reserves the right to apply sanctions including withholding payments or certificates until all outstanding course fees have been paid in full.
- The College operates a chargeable printing service on College premises.
- The College Refund Policy is available from Student Administration, Finance, the College website and Moodle site. It states that:
  - o no refunds are available for commercial, Maritime or Offshore courses, or international students unless the course is cancelled by the College. If the course is cancelled by the College you are eligible for a full refund of all fees paid or you may transfer your booking to a later date. No compensation will be paid for any additional costs incurred. In all other cases of cancellation you are however able to transfer your payment to another start date for the course (within a 2 year period of your original booking / enrolment)
  - o students who leave funded FE courses after the first 2 weeks are liable for a proportion of fees (to end of the calendar month in which they leave). This is in line with Student Loans Company guidelines
  - o students who leave HE courses after the first 2 weeks are liable for 25% of course fees if they leave within the 1<sup>st</sup> liability period, 50% if they leave within the 2<sup>nd</sup> liability period and 100% if they leave within the 3<sup>rd</sup> liability period. This is in line with Student Loans Company guidelines.
- Where the College has amended the fee to zero on the basis of the declaration signed by you and the declaration is found to be incorrect or false, then the College reserves the right to charge you (or your employer/sponsor) all fees due under the contract.

### **Off-Premises and Distance Contracts Only:**

- Your contract with the College is formed on the date of your booking. You have a statutory right to cancel or withdraw your booking. Under Regulation 30 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 this statutory termination right ends 14 days after the day on which the contract is entered into.
- If you wish to cancel this contract, this must be received in writing by emailing one of the below, making a clear statement setting out your decision of your intention to cancel:  
Fleetwood Nautical Campus; Maritime or Offshore courses: [offshore@blackpool.ac.uk](mailto:offshore@blackpool.ac.uk) ALL other courses: [studentadminbispham@blackpool.ac.uk](mailto:studentadminbispham@blackpool.ac.uk)
- If the course is to commence within 14 days or less you are making an express request for us to provide you with the course/service within the statutory cancellation period. If the course/service is provided within the statutory cancellation period and you notify the College of your decision to cancel the contract in accordance with Regulation 32, you are liable to pay the College fees in accordance with Regulation 36(4).
- Under Regulation 36(4), you must pay the College an amount; For supply of the service for the period for which it is supplied ending with the time when the College is informed of the decision to terminate the contract; and which is in proportion to what has been supplied in comparison to the full coverage of the contract.

### **Criminal Convictions:**

It is your duty to disclose allegations, convictions and cautions whilst you are a student at the College. Unless you are enrolling to a course that includes contact with vulnerable individuals, you need not disclose "spent" convictions. Statutory background checks may be performed.

### **Your Personal Data:**

Your personal data is protected by the Data Protection Act. It includes, but is not limited to, paper records, electronic records, video recordings and digital images. The personal information you provide will be shared with:

- o Higher Education Funding Council for England (HEFCE), University & College Admissions Service (UCAS) & the Student Loans Company
- o The Data Service and The Learner Records Service
- o Local Education Authorities & other official organisations to meet legal or other obligations in respect of your education, funding or safety
- o the \*Chief Executive of Skills Funding
- o Third parties, confidentially and securely, who are contracted to provide IT services for the College. Such information will only be used to provide contracted services, in accordance with the terms of the agreements with the College. In these instances it will be for the purpose of producing an electronic service for registered students, this includes but not limited to the HE Achievement Record (HEAR)

### **\*How the Chief Executive of Skills Funding Uses Your Personal Information:**

The Skills Funding Agency, on behalf of Secretary of State for Business Innovation and Skills, requires that we share this Privacy Notice with you at enrolment. It tells you how your personal information will be used by the Skills Funding Agency (an executive agency of the Department for Business, Innovation and Skills) and by the Department for Education, including the Education Funding Agency (and any successor bodies to these offices) to fulfil statutory purposes, and by other bodies with whom data is shared by the Skills Funding Agency for statutory and other legitimate purposes. Department for Business, Innovation and Skills and the Department for Education (largely for learners age 16-18) are data controllers of this information.

The personal information you provide is passed to the Skills Funding Agency and the Department for Business, Innovation and Skills. 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 those 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 research. You may be contacted after you have completed your programme of study to establish whether you have entered employment or gone onto further training.

Further information is available at: <https://www.gov.uk/government/publications/sfa-privacy-notice>

We will share your information with these organisations for purposes of education, funding, planning, monitoring, quality improvement, marketing, administration, support & guidance, research and to support you in securing employment or progression. In addition, we may use your information ourselves for these purposes and for any other purpose deemed necessary. However, your personal information will not be shared or used without your permission for any purposes not listed here.

**Please tick if you do not wish us or our partners - College staff may still contact you about your current programme of study or College events that affect you.**

To contact you about: Courses/Learning Opportunities  Surveys / Research  To contact you by: Telephone  Post  Email  SMS

### **Intellectual Property Rights:**

All intellectual property (e.g. course materials supplied by the College and course matter provided by the student) shall remain the property of the party that created it and neither party will make any unauthorised use of the other party's intellectual property.

### **Warranty and Limitation of Liability:**

Where the College supplies the student with any materials, products or services during the course. The College does not guarantee either the suitability or the fitness for purpose of said materials, products or services. The College shall have no liability to the student for any loss or damage incurred by the student in using any materials, products or services supplied by the College.

### **Waivers:**

The College does not waive any of its rights under this agreement whether or not they are exercised or acted upon.

### **Governing Law:**

Both the College and the student agree that this contract is governed by English law and that any dispute will be heard in the Courts of England.

This agreement contains everything agreed between the parties in consideration of the student contracting with the College and the College offer to the student. Nothing in this agreement will limit either party's liability for fraud.

### **Statement of Consent:**

1. I have read and understood the statements above and I agree to them.
2. I agree to the College using my personal information in the ways stated above.
3. I understand that my programme of study might be directly or indirectly part-financed by the European Union through the European Social Fund (ESF) - helping to develop employment by promoting employability, business spirit and equal opportunities and investing in human resources
4. The details shown on this form are correct at time of signing and I will advise the Student Administration office of any changes.