

**PART A: By signing this document, you understand and accept the following:**

- To abide by B&FC regulations, policies and procedures. Details of college policies can be found on the B&FC website (<https://www.blackpool.ac.uk/college-policies>).
- To abide by the regulations of our awarding bodies which are displayed in exam rooms. Links to specific awarding body regulations can also be found on our achievements web page (<https://www.blackpool.ac.uk/achievements>).
- To take any assessments or examinations we require you to take to achieve your course(s). Please note; we reserve the right to charge you for examinations or assessments you fail to attend.
- That, if you fail to attend classes, you may be withdrawn from your course. Tier 4 international student attendance is monitored, non-attendance is reported to UK Visas and Immigration (UKVI)
- That B&FC reserves the right to cancel courses which fail to meet minimum class sizes. Students will be notified as early as possible where this is the case
- That B&FC may withdraw you from examinations if you withdraw from your programme of study or any part of it
- That you will tell us if any of your personal, employment or contact details change.
- That, if you loan equipment or resources from B&FC, you are required to abide by B&FC's policies and keep them no longer than the agreed loan period and return all equipment and resources in the condition in which they were loaned to you
- That you should raise complaints with your B&FC contact/tutor in the first instance. Complaints which are not resolved in this way should be escalated through B&FC's Complaints & Compliments Procedure. In the unlikely event that this does not achieve a satisfactory outcome, complaints in relation to individuals studying funded courses may then be raised with the relevant funding body (complaints.esfa@education.gov.uk for FE students; 08000 150400 or nationalhelpdesk@apprenticeships.gov.uk for Apprentices; 0118 9599813 or <https://www.oiahe.org.uk/contact-us> for HE students)

**Fees & Refunds**

- You (or your employer/sponsor) are responsible for any course fees incurred
- If your course has annual fees, you must pay fees for each year of the programme. International (non-EU) students and those studying non-funded courses must pay fees in full before they start each academic year.
- You are financially liable for any loaned equipment or resources that you fail to return or return in damaged condition
- Where fees are reduced or waived on the basis of a declaration you sign which is found to be false, you (or your sponsor) are liable for all associated fees
- If we provide support (including equipment) or funding (including bursaries) based on a declaration you sign which is found to be false, we may withdraw that support and you are liable for costs incurred
- B&FC operates a chargeable printing service on College premises.
- B&FC may charge to you any cost arising from your failure to tell us about changes to your employment, benefits or contact details. (e.g., costs for changes to certificates or transcripts)
- B&FC is obliged to notify benefits agencies if your status changes. This may affect your benefits and your fees
- B&FC reserves the right to charge 2% for payments made by International Credit Card and will charge £25 for each failed direct debit payment
- B&FC reserves the right to charge you for examinations or assessments that you fail to attend or any additional administration costs incurred by you as a result (e.g., access arrangements, invigilation costs, resource costs, late fees, and copy certificates)
- B&FC reserves the right to apply sanctions including withholding payments, services or certificates (where appropriate) until all outstanding course fees have been paid in full.
- That, any non-payment of fees or debts owed to B&FC will result in B&FC operating Debt Management procedures. This may include contact by telephone, email or letter and legal action may be taken in pursuit of payments. Failure to comply or respond will usually result in referral to an external legal specialist prior to referral to County Court
- B&FC's Refund Policy is available on our website (<https://www.blackpool.ac.uk/college-policies>) and from Reception desks. No refunds are available for commercial (i.e., unfunded) courses, for Maritime or Offshore courses or to international students unless B&FC cancels the course. If B&FC cancels the course, you are eligible for a refund or the option of transferring your booking to a later date. No compensation will be paid for any additional costs incurred. Where a refund is not available, you may be able to transfer your payment to another course (within 2 years of your original booking).
- Refunds and fee liability, where a student or employer/sponsor has prepaid fees (note: approved refunds will only be paid back to the originating person and account):
  - students who leave Further Education courses after the first 2 weeks are liable for fees for every month attended including the full calendar month within which the student withdraws. Refunds will only be issued for any prepaid fees for any full remaining calendar months of the course
  - students who leave Higher Education courses (after the first 2 weeks) are liable for a proportion of the fees depending on course length
    - for courses of 1 academic year, students are liable for 25% if they leave within liability period 1, 50% if they leave within liability period 2, 100% if they leave after liability period 2
    - for courses of up to 25 weeks, students are liable for 50% if they leave within the first half of their course and 100% if they leave in the second half of their course
  - If an employer contributes to the cost of an apprenticeship and their employee leaves after the first 2 weeks, the employer will be eligible for a refund of a portion of prepaid fees based on the student's withdrawal date

**Off-Premises and Distance Contracts:**

- The student contract with B&FC 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 the contract, you must notify us in writing by emailing one of the addresses below. You must make a clear statement setting out your intention to cancel: For Fleetwood; Maritime or Offshore courses: [offshore@blackpool.ac.uk](mailto:offshore@blackpool.ac.uk) For ALL other courses: [studentadminbispham@blackpool.ac.uk](mailto:studentadminbispham@blackpool.ac.uk)
- If you book within 14 days of the course start date, you forego the right to a cancellation period. If the course/service is provided within the statutory cancellation period and you notify B&FC of your decision to cancel the contract in accordance with Regulation 32, you are liable to pay B&FC fees in accordance with Regulation 36(4).
- Under Regulation 36(4), you must pay for supply of the service for the period for which it is supplied ending with the time when you inform us of your decision to terminate the contract. The amount you pay will be proportion to what has been supplied in comparison to the full coverage of the contract.

All intellectual property shall remain the property of the party that created it and neither party (student nor B&FC) will make any unauthorised use of the other party's intellectual property. Where B&FC is the commissioner and funder of any intellectual property it shall maintain creative control.

**Warranty and Limitation of Liability:** Where B&FC supplies you with materials, products or services, B&FC does not guarantee the suitability or the fitness for purpose of those materials, products or services. B&FC shall have no liability to you for any loss or damage incurred by the student in using any materials, products or services supplied by B&FC.

**Waivers:** B&FC does not waive any of its rights under this agreement whether or not they are exercised or acted upon.

**Governing Law:** Both B&FC and you (the student) agree that this contract is governed by English law and that any dispute will be heard in the Courts of England. Nothing in this agreement will limit either party's liability for fraud.

**PART B: Your Personal Data and Your Rights**

**How do we capture and use your data?** We collect personal data from you at enrolment, induction, throughout your course and sometimes after you leave us. We collect this information from you directly but also on paper, online, by surveys, through CCTV/camera and sometimes we collect information from other organisations such as the DfE and the local education authority. The information we collect is used to help us provide learning services and to enable you to benefit from education and training, pastoral care, learning support, financial support and to evaluate and improve the quality of our services. We are also required to provide personal data to the Education and Skills Funding Agency (ESFA) who are responsible for funding, planning and encouraging education and training in England.

**What data do we capture and use?** We collect a range of data including name, contact details, nationality, residency, previous qualifications, employment and educational history, assessment results, attendance information, destination information and information about employment or work placements you undertake whilst studying with us. We also collect and use sensitive data such as ethnic group, socio-economic indicator, criminal convictions, disability, special educational needs, relevant medical background or information about whether you are a carer or care leaver and other things that might indicate you would benefit from our support services or bursaries. We may ask for more detailed information if we need to assess whether it is appropriate for you to study your chosen course. For example, if you have a significant medical need that affects our ability to keep you or someone else safe.

**Why do we need to capture and use your data?** We process your personal data and share it with the organisations listed below because we are legally obliged to do so or because we need to do so in order to deliver the education/training required by our students. Specifically:

- Because it is part of our funding agreement with OfS, the ESFA or other funding organisations
- So we can submit Individualised Learner Record to the ESFA
- So we can identify your personal record and register you for a Unique Learner Number (ULN)
- so we can update your personal record with the Learner Record Service and if necessary amend any errors
- So we can identify and provide financial or learning support you may be entitled to
- So we can comply with the "September Guarantee" or other government educational legislation/obligations
- So we can administrate mandatory surveys (e.g., Graduate Outcomes Surveys and National Student Surveys) and use feedback to improve our services
- So we can fulfil our obligations under the Government's immigration and counter-terrorism duties
- So we can maintain a "Travel Plan" which is required if we need to develop college buildings
- To support you in securing employment or in progression to a higher course or a better job
- To safeguard yourself or other individuals
- So that we can register you with appropriate awarding organisations
- So we can provide appropriate learning resources

**Who has access to your data?** Your data will be shared with our employees to provide services to you. Only staff who need access to your data will be able to use it. The personal information you provide will also be shared with the following organisations as required:

- The Education & Skills Funding Agency (see below)
- If you study an HE course with us - the Office for Students (OfS, previously HEFCE), the Higher Education Statistics Agency (HESA) and/or the University & College Admissions Service (UCAS)
- The Departments for Education and Business, Energy and Industrial Strategy
- The Student Loans Company (if you apply for or take a student loan)
- The Learner Records Service
- The UK Visa & Immigration Service
- The police (where we are legally obliged to do so, otherwise we will ask you first)
- Social services (where there is a safeguarding risk, otherwise we will ask you first)
- The European Social Fund or organisations operating on its behalf (if your education is eligible to be part funded by them)
- The Local Education Authority and Connexions
- Auditors, Ofsted or other formal regulatory bodies for the education sector
- Awarding organisations/Exam boards
- Industry skills bodies if your training includes registration of certification with them
- Third parties who are contracted to provide IT/Learning Resource services to us
- <sup>2</sup>Your sponsor or employer
- Your previous education provider along with any agencies who have supported you (we will usually ask for your consent)

**How the Education & Skills Funding Agency Uses Your Personal Information:** B&FC is a data processor on behalf of the ESFA which operates on behalf of the Secretary of State for the Department Education (DfE). Personal data we share with the ESFA is used to exercise the functions of these government departments, to meet statutory responsibilities (including those under the Apprenticeships, Skills, Children and Learning Act 2009) and to create and maintain your unique learner number (ULN) and a Personal Learning Record (PLR). Those organisations will securely destroy your personal data when it is no longer needed for these purposes. The information you provide may be shared with other organisations for education, training, employment and well-being related purposes, including research. This will only take place where the law allows it and the sharing complies with data protection legislation. The English European Social Fund (ESF) Managing Authority (or agents acting on its behalf) may contact you to perform research and evaluation that informs the effectiveness of training. You may also be contacted after completion of your course by organisations acting on behalf of government education funding agencies to establish whether you have entered employment or gone onto further training. The ESFA needs your consent to use your data for any other purpose. Please express your preferences by ticking the relevant boxes below.

Please tick if you wish the ESFA or their partners to contact you	About	<input type="checkbox"/> Courses/Learning Opportunities	<input type="checkbox"/> Surveys/Research
	By	<input type="checkbox"/> Telephone	<input type="checkbox"/> email <input type="checkbox"/> Post

For further information about how the ESFA and DfE use your data, organisations with whom they regularly share data, how long they retain your data and how you can withdraw any consent you have given here, see <https://www.gov.uk/government/publications/esfa-privacy-notice>

<sup>2</sup>B&FC may also share information about your progress with your employer or other sponsor if they are paying all or part of your fees. If you do not want us to do that, you will need to pay your own fees. Please contact our Student Administration office to make your payment and change your preferences.

If you give us name and contact details for a "next of kin", we may contact them in an emergency. You need to give us consent to share other information with them (see NOK section).

B&FC (or our partners) are required to contact you to monitor Learner Outcomes (including student destinations and employment). We will use the contact details you give us to do this and we may share those details with organisations contracted by government agencies to perform this important task.

B&FC needs your consent to use your data for any other purpose. Please express your preferences by ticking the relevant boxes on this form.

<i>We process some data to help us help you. Where this is optional, you have control over your personal data and how we use it. Please tick below to tell us.</i>			
B&FC can contact me about:	<input type="checkbox"/> Courses/Learning Opportunities	<input type="checkbox"/> Surveys/Research	
<input type="checkbox"/> I am undergoing training with B&FC that requires formal updating and I would like B&FC to send me a reminder when my certification is due to expire			
<input type="checkbox"/> In the event of a significant mental health concern, I am happy for B&FC to contact my next of kin (or parents/guardians if you have given us their details)			
<input type="checkbox"/> If a potential employer or agency contacts B&FC for a reference relating to a potential job offer, I consent to B&FC providing the relevant information			
B&FC can contact me by:	<input type="checkbox"/> Telephone	<input type="checkbox"/> SMS/Text	<input type="checkbox"/> email <input type="checkbox"/> Post
<i>You have the right to withdraw this consent at any time. Complete a <a href="#">withdrawal of consent form</a> and send it to <a href="mailto:datarequest@blackpool.ac.uk">datarequest@blackpool.ac.uk</a> or call our Data Protection Office on 01253 504064.</i>			

**How we protect your personal data:** We have a range of technical and operational measures in place to protect your data from accidental destruction, misuse or disclosure and we only allow staff to access it if they need to as part of their role. All staff who have access to your data are fully trained in data protection and data management.

**How long do we keep your data?** We keep different types of data for different lengths of time depending on need and our obligations. These are explained in our [Data Protection Code of Practice](#). Where we ask for your consent to collect or use your data, you can withdraw that consent at any time. You can ask us to delete some or all data items or stop us from using your data for specific purposes. *Just complete a [withdrawal of consent form](#) and send it to the [data protection office](#) ([datarequest@blackpool.ac.uk](mailto:datarequest@blackpool.ac.uk)) or call us on 01253 504064.*

If you have any questions or concerns about the collection, use or sharing of your personal data, please contact the college Data Protection Officer on 01253 504064 or at [datarequest@blackpool.ac.uk](mailto:datarequest@blackpool.ac.uk). If you are unhappy with the response, you can escalate your complaint by contacting the Information Commissioner at <https://ico.org.uk/concerns/> or on 0303 123 1113.

**Declaration:**

Enrolling Tutor:	By signing, the advising tutor confirms that s/he has 1. given appropriate advice & guidance to ensure the student is signed up to the most appropriate course 2. given advice & guidance about Entry Requirements, Fees, Materials, Attendance/Study, Assessments, Outcomes & Progression 3. checked prior qualifications/experience and identified any resultant funding reduction	Signature		
		Name		Date
Student:	By signing, the student confirms that s/he 1. received advice & guidance about Entry Requirements, Fees, Attendance, Assessments, Outcomes & Progression 2. understands this programme of study may be part-funded by European Structural & Investment Funds (ESIF) 3. consents to the use of personal data in the ways outlined on this form 4. agrees that this form is a true and accurate record	Signature		
		Name		Date
Inputting Officer	By signing, the inputting officer confirms that s/he 1. accepts responsibility for the accuracy & completeness of the data recorded electronically from this form 2. has clarified any details which were unclear 3. has checked and retained any evidence required	Signature		
		Name		Date