

Terms & Conditions

Welcome

We would like to welcome you to Kendal College and hope that you enjoy a successful and rewarding time whilst you study with us.

The College prides itself in welcoming students, business clients and visitors from all backgrounds and abilities. Our staff aim to ensure that you are given the opportunities to develop your learning and skills.

Term Dates

For details of the College's key dates, please see our website at www.kendal.ac.uk/termdates

Equality, diversity and disability

The College is committed to ensuring that all students, staff and visitors are treated equally and have full access to our sites and services.

Please help us to achieve this by bringing to our attention any potential discrimination. If you are a disabled student or have any specific needs, we will ensure that reasonable adjustments are made to all aspects of the college to provide you with the assurance that you will not be placed at a substantial disadvantage. By disclosing your specific needs to us at the earliest opportunity, we will be able to put in the support that you require. If you do not wish to disclose your needs or request that this information remains confidential, we cannot guarantee that appropriate adjustments will be made. Disabled parking spaces are available at all sites. For further advice on support available, please contact our Student Services Team on 01539 814700.

Payment of fees

If your course has a duration of 15 weeks or more and tuition fees of £200 or more, you may be able to pay in instalments by direct debit. A £15 administration fee may apply for instalment agreements. For courses lasting less than fifteen weeks and/or fees under £200, fees must be paid in full at enrolment (or we must have received evidence for assistance with payment).

Financial guidance

Please discuss funding of your course with our Student Services Team, call 01539 814700 or email enquiries@kendal.ac.uk

Can I study for free?

If you are aged 16-18, all funded courses are free. If you do not hold a GCSE in Maths & English graded A*- C and you are studying for 150 or more hours, **you will be required to enrol** onto a Maths and/or English course before completing another course. We also have a wide range of full-time and apprenticeship programmes that you can study for free – contact Student Services for information.

If you are aged 19-23 and this is your first FULL LEVEL 2 qualification (a full Level 2 is 5 A*-C GCSE, NVQ2 or equivalent) or first FULL LEVEL 3 qualification (a full Level 3 is 2 A Levels, NVQ3 or equivalent) you will not have to pay tuition or exam fees.

The government Advanced Learning Loan scheme provides financial support towards tuition costs for 19+ learners studying a full Level 3 or 4 qualification. Similar to a loan available for those in Higher Education, repayments start once you have completed the course and are earning at least £21,000. Repayments automatically stop if, for any reason, your salary drops below £21,000 and pensions are not counted as income.

If you are in a low income household, or in financial hardship, you can apply to the Learner Support Fund, which may be able to help cover some of the costs of coming to college e.g. fees, childcare, transport, etc. Contact Student Services for an application form.

If you are unemployed, receiving a state benefit and the course will support you to progress to employment, you may get the course for free. Contact Student Services for information.

English & Maths GCSES, – if you do not already have a Maths or English GCSE graded A*C, you can study these qualifications for free.

If you are unsure about whether you are eligible for the above, please contact Student Services.

Terms and conditions of enrolment

In signing the agreement overleaf I confirm that I am agreeing to the following conditions:

I agree to the College processing personal data contained in this form, or other data which the College may obtain from me or other people whilst I am a student. I agree to the processing of such data for any purposes connected with my studies or my health and safety whilst on the premises or for any other legitimate reason.

I also confirm that I have received advice and guidance in preparation for my learning programme covering choice, entry requirements, suitability and support and I am satisfied with the process. I accept that my admission as a student is subject to the regulations of the College and the professional judgement of the staff relating to my level of study.

The College reserves the right to withdraw or cancel a programme whenever its viability cannot be assured. In such circumstances, every effort will be made to offer an alternative programme. However, the College cannot guarantee that an acceptable programme will be available at the College. Refunds will be issued for all courses cancelled.

I will ensure that the tuition fees are paid by the due date. Where fees are outstanding, the College reserves the right to withhold awarding body certificates. I understand that I will only be entered for examinations once I have paid the awarding body fee.

Refunds/Waivers of Remaining Instalment Payments - Terms & Conditions

A refund or waiver of remaining instalment payments will be applicable in the following circumstances:

- The course was cancelled by the College.
- The class day or time changes, preventing learner attendance
- Where a learner has paid a fee but is entitled to remission (awarding body costs may still apply).
- For courses with a duration of 5 weeks or less - the learner withdraws/cancels and provides written notice by fax, email or letter at least 10 working days prior to the course start date.
- Where a learner transfers from one course to another, the difference in course fees will be refunded/waived where applicable. The learner will pay the difference should there be a higher fee.
- Where a complaint have been upheld in relation to the quality of the course.

For Adult learners, refunds/fees will be applied as follows:

- Where a learner withdraws prior to, and including 3 weeks, of the course start date, a pro rata refund/fee waiver will be made based on actual attendance and a £50 Admin fees charged:
 - Week 4 until end, Term 1 50% course fee charged
 - Withdrawal, Term 2 and 3 100% course fee charged

Refunds/fee waivers outside the above criteria will only be made at the discretion of the Principal and this will only be under exceptional circumstances.

The College will not provide a refund to an employer in the event that the learner leaves employment during the course; by agreeing to pay the learner's fees it is considered the responsibility of the employer to recover the fees from the learner.

Privacy Notice 2017 - 18

Training providers should ensure that all learners have seen this privacy notice as part of their enrolment processes.

How We Use Your Personal Information

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). It is to inform learners how their personal information will be used by the DfE, the ESFA (an executive agency of the DfE) and any successor bodies to these organisations. For the purposes of the Data Protection Act 1998, the DfE is the data controller for personal data processed by the ESFA.

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 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 the Data Protection Act 1998.

The English European Social Fund (ESF) Managing Authority (or agents acting on its behalf) may contact you in order for them to carry out research and evaluation to inform the effectiveness of training.

Learning records service

The data you supply will be passed to Learning Records Service (LRS) for the purpose of allocating you a Unique Learner Number (ULN) and creation of your Personal Learning Record, if you do not already have one. The ULN is used to enable collection and sharing of data within the education sector. The Personal Learning Record will be a lifelong record of your learning and qualifications, which will be accessible to you, organisations linked to your education and training and any other organisations you choose. For more information about how your information is processed and shared refer to the Extended Privacy Notice available on <https://www.gov.uk/government/publications/lrs-privacy-notice>

For further details of how your data is shared and used by LRS and how to change who has access to your record, please see the Learner Records website at: <https://www.gov.uk/government/publications/learning-records-service-the-plr-for-learners-and-parents>

Security and safeguarding

The College will make every effort to safeguard the personal effects of its users, however it cannot accept liability for personal belongings. We do all we can to ensure the College provides a safe environment for our students and have a number of procedures designed to ensure that students, staff and visitors are able to use the college safely.

You will have access to all sites via the student entrances during normal opening hours. Other entrances are only accessible by staff. The College now has a CCTV System installed. All visitors to the College are required to sign in at reception.

Charter summary

We at Kendal College will always strive to ensure that you value and enjoy your time with us, be it as a student, an employer or a visitor. We are committed to offering a high standard of service and support and this Charter Summary tells you what you can expect of us. If we fall below your expectations then we need you to tell us. Once you have joined your programme we will ensure you are given the best chance of success. We will provide you with:

- Opportunities to discuss progress with the staff member responsible for your learning
- Extra help you might need to support you with your studies
- Information about your course or training programme and about cross-college facilities and services
- Automatic free membership of the Student's Union
- Careers guidance and assistance with job-seeking skills using specialist expertise
- Opportunities to take additional programmes to enhance your skills
- Opportunities to seek accreditation towards your qualification for any prior learning and experience
- Regular and prompt feedback on your progress
- Accurate and timely information on dates and locations of exams and assessments
- Opportunities to participate as representatives on College bodies
- Visits and residentials and involvement in local projects, where appropriate
- Help in seeking financial support

Before you complete your programme we will make sure we have done all we can to help you with progression:

- References for jobs
- Careers guidance
- Assistance with HE entry and UCAS applications
- Your achievements logged and certificates sent promptly to you
- Academic reference
- We will seek your views on our performance and record where you progress to
- We will discuss opportunities to progress on to further programmes of study, such as Foundation Degrees, Advanced Apprenticeships

What we expect from you in return:

- Responsibility for your own learning
- Notification of any change of your circumstances
- Regular and punctual attendance
- Satisfactory completion of all work and meeting assignment deadlines
- Acceptable standard of conduct
- Attendance at exams and tests that are part of your programme

Complaints

If you feel we have not met with you expectations, then we want to hear from you. In the first instance please discuss your concerns with the person responsible for your learning. If you wish to make a formal complaint, we will conduct a full investigation. Our Student Services Team will assist you and provide you with a copy of the College Complaints Procedure. Alternatively, please write to the Director of External Relations and Client Services.

Kendal College has published all information about the courses it intends to offer in good faith and warrants that classes will be delivered with reasonable care and skill. The College reserves the right to cancel any class and to vary the time, location, direction and content of any class it provides and the associated fees. Kendal College hereby expressly excludes liability for any indirect or consequential loss arising from its actions and limits compensation to a maximum of a full refund of any fees paid or the offer of a class of equivalent value.

