

# 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](http://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. If you are a disabled student and have any specific needs, we will ensure that reasonable adjustments are made to all aspects of the college. 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

Course places cannot be secured until we receive payment (or evidence for assistance with payment). We accept cash, cards and cheques (made payable to 'Kendal College'). If your course fees are more than £200 and the course runs for 15 weeks or more, you can pay in instalments. A percentage of the course fee will need to be paid at enrolment and you will need to complete a direct debit form at Student Services before you start the course.

## Can I study for free?

You may qualify for financial support to cover the cost of a qualification up to and including Level 2, if you:

- Receive an eligible means tested benefit e.g. JSA, ESA or Universal Credit
- Have an annual salary of less than £17,004
- Are aged 16-18 on 31/08/20 and are not studying at another school/college
- Are aged 19-23 on 31/08/20 and do not already have a Level 1, 2 or 3 qualification
- Have a household income under £25,000 and are in financial hardship

If your household income is less than £25,000 and you are in financial hardship, you may be able to gain a contribution towards your fees.

Advanced Learner Loans provide financial support towards tuition costs for learners aged 19+ studying a Level 3 or higher qualification. The loan is similar to those available for Higher Education students; repayments do not start until you have completed the course and are earning at least £26,575. Pensions are not counted as income and repayments automatically stop if, for any reason, your salary drops below £26,575.

You may qualify for financial support to

cover the cost of a Level 3 qualification if you are aged 19-23 on 31/08/19 and do not already have a Level 3 qualification.

There is also financial support available to help with the costs of education. For example, childcare, transport, books, equipment, trips, etc.

For more information contact Student Services or visit: [www.kendal.ac.uk/studentmoney](http://www.kendal.ac.uk/studentmoney).

## Terms and conditions of enrolment

In signing the agreement 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 & waivers of remaining instalment payments

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 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/waivered where applicable. The learner will pay the difference should there be a higher fee.
- Where a complaint has been upheld in relation to the quality of the course.

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 £30 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 Notices

### Kendal College

Kendal College takes privacy seriously and will only use the personal information provided on this form for the purposes of administration of your position as a student with us. All data will be processed lawfully and in accordance with Article 6 of the GDPR. The College will occasionally share your data with third parties. For example, it may share some of your data with the Education and Skills Funding Agency (ESFA), Department of Education (DfE), Local Education Authorities (LEA), careers service, English European Social Fund (ESF), Personal Learner Record (LRS), Office for Students (OfS), and its designated debt collection agent.

If you have consented to receiving information about courses and/or events from the College, we will keep your data for 3 years for marketing purposes. In line with the Privacy & Electronic Communications regulations, we won't share your information with any external parties for marketing. You have the right to request that data is kept accurate and up to date, and to contact us about any inaccuracies or to change your consent: [dataprotection@kendal.ac.uk](mailto:dataprotection@kendal.ac.uk).

If you have consented to any of the photo or media questions, this is valid for three years from the date of completion. The consent will automatically expire after this time. It is your responsibility to let us know if you want to withdraw or change your agreement at any time. Should you wish to do so, please contact [dataprotection@kendal.ac.uk](mailto:dataprotection@kendal.ac.uk).

Further information about the use of and access to your personal data, details of organisations with whom the College shares data, information about how long we retain your data, and how to change your consent to being contacted, please visit: [www.kendal.ac.uk/privacy](http://www.kendal.ac.uk/privacy).

### Government Agencies

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 relevant data protection legislation, 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 will be securely destroyed after it is no longer required for these purposes. Your information may be used for education, training, employment and well-being related purposes, including for research. The DfE and the English European Social Fund (ESF) Managing Authority (or agents acting on their behalf)

may contact you in order for them to carry out research and evaluation to inform the effectiveness of training. Your information may also be shared with other third parties for the above purposes, but only 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>

### Government Agencies: Learning Records Service

The information you supply is used by the Learning Records Service (LRS). The LRS issues Unique Learner Numbers (ULN) and creates Personal Learning records across England, Wales and Northern Ireland, and is operated by the Education and Skills Funding Agency, an executive agency of the Department for Education (DfE). For more information about how your information is processed, and to access your Personal Learning Record, please refer to <https://www.gov.uk/government/publications/lrs-privacy-notice>

## 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. College has a CCTV System installed.

## Complaints

If you feel we have not met with your 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, please read our complaints procedure, which can be found at [www.kendal.ac.uk/about-us/policies-procedures](http://www.kendal.ac.uk/about-us/policies-procedures).

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.



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