

# Learning Agreement and Terms of Enrolment

We would like to welcome you to your course with Cumbria County Council Adult Learning and wish you every success in achieving your learning aims. We hope that you find your learning experience rewarding and fulfilling. Adult Learning welcomes learners from all backgrounds and abilities and our staff will give you the opportunities to develop your learning and skills. Please take a moment to read through this agreement as it outlines what you can expect from us as a training provider.

## Learning with a Subcontracted or Commissioned Partner

You may be enrolling on a course with a subcontracted or commissioned partner of Adult Learning . If your course or qualification is being delivered by one of our partners then your official training provider, by Law is ‘Cumbria County Council Adult Learning’. Therefore you maintain the terms and conditions of enrolment as laid out in this Agreement. It is a contractual obligation between Adult Learning and the subcontracted partner that this is the case.

## What I can expect from Adult Learning and my tutor

- My tutor will work with me to plan my learning programme and will carry out an initial assessment to identify my starting point.
- My tutor will develop a learning plan with me and recognise and record my current level of knowledge and skills.
- My tutor will support my development by delivering high quality teaching to enable learning.
- My tutor will encourage me to complete my learning programme and achieve my learning aim or qualification.
- My tutor will offer appropriate information and advice before, during and at the end of my learning programme.
- My tutor will abide by Adult Learning's Health & Safety policy and carry out the H&S induction process.
- Adult Learning will ensure that appropriate examination, assessment and internal verification procedures are in place (skills courses only).
- Adult Learning will ensure that portfolios submitted to the awarding body are suitable for external moderation (skills courses only).
- When learning with Adult Learning all learners are entitled to learn in an environment which is physically safe and free from abuse.

## Equality and diversity

Adult Learning is committed to ensuring that all learners, staff and visitors are treated equally and, where possible, 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 learner or have any specific needs, we will ensure that reasonable adjustments are made to the learning environment to ensure that you will not be placed at a disadvantage. By disclosing your specific needs to us at the earliest opportunity, you will enable us to put in the required support. 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.

## Learning Support

Learning Support is provided to meet the needs of learners who have an identified learning difficulty and/or disability. If eligible you will have access to a support package designed to help you achieve your set learning goals. This includes providing funding for reasonable adjustments as set out in the Equality Act 2010.

Learning Support is available to individuals enrolling on qualification courses and certain targeted non-qualification community learning courses. If you feel you are eligible for this support or require further information then please discuss this with the relevant Adult Learning Centre.

## Safeguarding

We do all we can to ensure Adult Learning provides a safe environment for our learners and have a number of procedures designed to ensure that learners, staff and visitors are able to learn in a safe environment.

## Security

Adult Learning will make every effort to safeguard the personal effects of its users. However, it cannot accept liability for personal belongings.

## Concessions

Adult Learning concessions are applicable to individuals who are looking to upskill, are disadvantaged or facing social hardship. If you fit into one of the following categories then you may be eligible for a concession:

- Unemployed
- Enrolling on a Maths/English Qualification
- Enrolling on your first Level 2 Qualification (see section Equivalent L2 and L3 qualifications for further details on Levels)
- Aged 19-23 enrolling on your first Level 3 Qualification (see section Equivalent L2 and L3 qualifications for further details on Levels)
- Employed (or not seeking employment) on an income related benefit (for non-qualification community learning courses only)

If you feel you are eligible for a concession then you should contact the appropriate Adult Learning Centre.

By signing the enrolment you are self-declaring that you fit the appropriate category of eligibility. All enrolments are subject to final verification and approval by Adult Learning. Should the concession selected not meet our terms, you will be contacted in order that your enrolment can be corrected. You will be asked to pay for any course fees where concessions are not permitted.

## Enrolment requirements

Some of our courses require our learners to satisfy certain criteria before they enrol. You should ensure that you read all the course information before enrolling. By enrolling, you are confirming you have read these details and meet any enrolment requirements specified on the course outline.

## Minimum age of students

Please note that you must be aged 19 or over by the 31 August in the academic year in which your course begins. (Academic years run from 1 August to 31 July).

## Course fees

Current prices are published in our brochure and on the website. These prices are subject to change. The total price quoted is the amount payable in order to secure a course place. The total price includes tuition costs, examination fees, where applicable and in some cases, additional costs which relate to the particular course. Other optional materials, which may be associated with the course, are available for purchase as identified in the course outline.

Unless details are provided in the course outline, you are advised not to buy equipment, books or materials until after the first session.

## Start date of your course

Please check the start date of your course on the website or as supplied in your enrolment confirmation. If you require any further information or assistance before your course starts, please contact the Adult Learning Centre delivering the course.

## Terms and conditions of enrolment

These terms apply to all enrolments for learning with Cumbria County Council Adult Learning. You (the Learner) must ensure that you are aware of our terms before proceeding with your enrolment. Once enrolled, you are deemed to have accepted these terms.

- In signing the agreement overleaf, I confirm that I agree to the following:
- I have received initial information and advice in preparation for my learning programme covering choice, entry requirements and suitability and I am satisfied with the process. I accept that my admission as a learner is subject to the regulations of Adult Learning and the professional judgement of the staff relating to my level of study
  - I will ensure that the tuition fees are paid by the agreed date (usually the start date).
  - Adult Learning 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, Adult Learning cannot guarantee that an acceptable programme will be available as part of our curriculum.

## Match Funding

If you are enrolling on a skills course then it is part-financed by the European Union. ESF in England is investing in jobs and skills – focusing on people who need support the most, and helping them fulfil their potential.



## Compliments, Comments and Complaints

Adult Learning accepts that sometimes things go wrong and it is important that you contact us if you are unhappy with a service. Please also let us know what you would like us to do to put things right. We would also like to hear your feedback on the services we provide or if you have a suggestion on how we can make improvements. Your comments will be passed on to the services involved.

### Contacting Us

Email: [complaints@cumbria.gov.uk](mailto:complaints@cumbria.gov.uk)  
Email: [compliments@cumbria.gov.uk](mailto:compliments@cumbria.gov.uk)  
Online: [www.cumbria.gov.uk/complaints/onlinecomplaintsform.asp](http://www.cumbria.gov.uk/complaints/onlinecomplaintsform.asp)  
Telephone: 01228 221234  
By Post: Corporate Complaints, Cumbria County Council, Cumbria House, 117 Botchergate, Carlisle, Cumbria CA1 1RD

## 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) 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 well being 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 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 or request a copy of the personal information DfE holds about you, 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>

## Equivalent Level 2 and Level 3 qualifications

### Full Level 2

GCSE/O Level (5 or more GCSEs grades A\*-C)  
GCSE (9-1) (5 or more GCSEs grade 4 or above)  
2 or 3 AS Levels (for AS qualifications regulated before 1 September 2015)  
CSE Grade 1 (5 or more)  
1 A Level  
Higher 14-19 Diploma  
QCF Diploma level 2  
QCF Certificate level 2 at 13 or 14 credits undertaken before 2014 to 2015  
Level 2 Principal Learning  
NVQ level 2  
GNVQ Intermediate  
Technical Certificates in the 16-19 Performance Tables  
QCF Certificate level 2 at 15 credits and above  
From 1 August 2015 vocational qualifications of 150 GLH or more that are on the level 2 and level 3 legal entitlement qualification list.

### Full Level 3

A Levels (2 or more advanced level passes)  
4 or more AS Levels (for AS qualifications regulated before 1 September 2015)  
QCF Diploma Level 3  
QAA Access to HE  
Advanced 14-19 Diploma  
GNVQ Advanced  
NVQ level 3  
AVCE double award  
Tech Levels which are in the 16-19 Performance Tables  
Applied Generals which are in the 16-19 Performance Tables (from 1 August 2015)  
QCF Certificate at Level 3 which is 30 to 36 credits  
From 1 August 2015 vocational qualifications of 300 GLH or more that are on the level 2 and level 3 legal entitlement qualification list.