



# ENROLMENT TERMS AND CONDITIONS Academic Year 2018-2019

To be read in conjunction with the Course Information Sheet prior to enrolment.

## Welcome to On Course South West

We hope that you will choose to study with us. However, before you enrol on the course of your choice, please read the following information in conjunction with the Course and Venue/Map Information.

Should you have any questions please do not hesitate to contact us.

### Concessionary Fees

If your course code starts with **an A**, a concessionary fee is available for persons receiving the following benefits: Job Seeker's Allowance; Employment Support Allowance; Universal Credit and Working Tax Credit (both with household income under £16,010); Housing Benefit; Income Support; Pension Credit or Council Tax Benefit.

**For a list of eligible benefits and evidence, please see page 8 of this document.**

If your course code starts with **F or T**, a concessionary fee is available for persons unemployed and receiving the following benefits: Job Seeker's Allowance; Employment Support Allowance and Universal Credit (both work-related only) or enrolling on a first full Level 2 aged 19-23 (meeting criteria requirements) or you earn less than £15,736p.a.

**For a list of eligible benefits and evidence, please see page 10 of this document.**

**We regret we are unable to accept under 19s on any of our courses under these terms and conditions, due to Education and Skills Funding Agency funding restrictions. You need to be 19 before 1 September 2018 to enrol. This means you will have been born on or before 31 August 1999.**

**If you are under 19 years of age and would like to enquire about your eligibility to enrol on an adult learning course, please don't hesitate to contact us.**

## **Important Information**

**An enrolment (place on a course) is for the person who is identified on the enrolment form, or whose personal details are given at the time the enrolment is taken. The enrolment (place on a course) is not transferable to another person.**

The responsibility for payment of the FULL course fee (either full fee or concessionary fee) remains your responsibility even if your status changes.

Therefore, if you are paying for part of your course using our payment plan system, you are still liable for any fees proven to be outstanding against your payment plan agreement.

### **Explanation of Fees**

- Full course fee includes tuition, registration, certification and exam fee (if applicable).
- Concessionary fee is a reduction of the tuition fee (partial or full).

Material Fees are for materials used during your learning activity that you take away with you, for example, hairdressing kits, art work, models and food etc.

If your course is advertised showing a material fee, you will be expected to pay this when you enrol – please see your course information sheet for details.

### **Payment of Fees**

Places on courses cannot be reserved without payment, proof of benefit or self-declaration form (if applicable), or a letter from your employer confirming that they will pay the total course fees.

There are a number of ways that you can pay for your course:

**Online** – using a debit or credit card

**By Cash** – in person only at **Hyde Park House, Mutley Plain, Plymouth, PL4 6LF**

with your fully completed and signed enrolment form and proof of benefit or self-declaration, if applicable.

**By Cheque or Postal Order** – either in person at **Hyde Park House, Mutley Plain, Plymouth, PL4 6LF** or by post to the same address. If posting, please ensure you complete and sign the enrolment form. If you are claiming a concessionary course fee, please also attach a copy of your proof of benefit or self-declaration form. Please make the cheque or postal order payable to **On Course South West**.

**By Debit/Credit Card** – either in person at **Hyde Park House, Mutley Plain, Plymouth, PL4 6LF**, or by telephoning 01752 660713, having previously received an enrolment pack. We will complete the enrolment form for you whilst on the telephone. We will need to speak to the cardholder when we process the payment. If you are claiming a concessionary course fee, you can only **enrol by telephone** if a copy of your proof of benefit has been seen beforehand.

**By Payment Plan** – while our courses offer excellent value for money, we are aware that for some of our learners it would be most helpful to be able to spread the payments. For that reason, and for personal enrolments there is a payment banding system available to make payment for individual courses easier.

- **Band 1** – individual courses with a fee of less than £250.00, and **under** 15 weeks duration, to be paid in full on enrolment.
- **Band 2** – individual courses with a fee between £200.00 and £500.00, and **over** 15 weeks duration, require 25% of the total course fee to be paid on enrolment. The remaining balance to be paid in 3 equal instalments once your course has started.
- **Band 3** – individual courses with a fee between £501.00 and £1,000 require 25% of the total course fee to be paid on enrolment. The remaining balance to be paid in 8 equal instalments once your course has started.

- **Band 4** – courses costing over £1,000 require learners to contact the Finance Team to agree individual payment plans unless paying in full. Call 01752 660713, or email [finance@oncoursesouthwest.co.uk](mailto:finance@oncoursesouthwest.co.uk)

**All agreed instalments will be managed by Direct Debit method and will incur an additional administration fee of 1% or £5 whichever is greater. Keeping up to date with payments to On Course South West is a necessary part of your enrolment. Failure to do so may affect your credit score.**

**On Course South West may withhold any certificates if there is an outstanding debt.**

***If your employer is paying for your course*** – we require a letter from your employer on their company headed paper, with your enrolment form, stating that they will pay the total fee for the course. We will then arrange for an invoice to be sent. The employer will not be eligible for any reduced fee (concession) or have the option to pay using our payment plan system.

Information regarding your attendance and achievement may be disclosed to your employer at their request.

**Please be aware that should you withdraw from a course you or your employer will still be liable for the full cost of the course.**

**Non-payment of invoice/s may be passed to our solicitors if necessary. You do need to be aware that non-payment of invoice may affect your financial credit rating.**

### **Refund of Fees**

**Refunds are not generally given.**

However, fees may be refundable, **on application**, in specific circumstances:

#### **Before the course starts:**

- A full refund will be made when a course does not start and is cancelled by the Company. The Company will not be liable for any claims or losses that you may suffer from the cancellation of a course.
- Should you change your mind and wish to withdraw before the course begins a full refund WILL NOT be given. There will be a charge of **£30.00** for administration costs which will be deducted from the fee you paid, and a refund of the difference made to you.
- If the content of the course is materially altered from that which you enrolled for or is held at different dates or times to that advertised and, in either case, you decide you do not wish to attend, a full refund will be given.

#### **After the course has started:**

- Once a course begins, should **you** wish to transfer from one course to another, there will be a charge of **£30.00** for administration, plus any additional course fees.
- Once a course begins and your **tutor** recommends that you transfer to another course and you decide to transfer, there will be **no** administration charge, but you will be required to pay any additional course fees. If you are unable to attend the new course suggested by your tutor or decide not to transfer, you will be withdrawn from the course and a full refund will be given to you. If you attend the new course and then change your mind no refund will be given.
- A full refund of the exam/accreditation fee and a pro rata refund of the tuition and material fee when a course has started but is subsequently closed by On Course South West. The company will not be liable for any claims or losses that you may suffer from the early termination of a course.

### **Please note:**

- Fees will only be refunded to the person who paid.

- Refunds will be processed by cheque for fees originally paid by cash or cheque.
- Refunds will be processed to the card originally used to pay for fees, unless this card will have expired.
- No refund can be processed until payment has been received and cleared. This can result in a 10 -14 day delay for fees paid by cheque due to the clearing process.

### **What You Can Expect from On Course South West CIC**

As a learner with On Course South West, you can expect:

- Access to a broad and balanced range of activities to appeal to as wide a section of the community as possible.
- A friendly and prompt response to all enquiries informed by well-presented and accurate course information.
- An induction process which makes clear what is expected of you as well as what the company will provide.
- A balanced range of teaching and learning strategies which will suit your aims and experience and which are appropriate to the course content.
- Consistency, regularity and punctuality by all staff.
- Regular feedback and assessment on your progress.
- The opportunity for you to evaluate your course.
- Qualified and experienced staff who are supported by staff development.
- Fast, efficient and courteous processing of financial matters that affect you.
- A learning environment free from discrimination.
- Expert help and impartial advice from impartial Learning Advisers before, throughout and on completion of your course whether this relates to further study or employment.
- Access to a formal complaint's procedure.
- Notification of cancellation of courses with reasonable attempts to provide you with a suitable alternative.
- A letter sent to your **last known address** inviting you to collect your accreditation certificate.  
Please note: replacement certificate requests to the awarding body will involve a fee which is your responsibility.
- Text or email updates on a variety of information, e.g. bad weather closures, and other course related information, sent to the last contact details provided for our records. We will not pass your email address on to external third parties.

The majority of courses are funded by the Education and Skills Funding Agency (ESFA) and therefore they may contact you.

### **What On Course South West CIC Expects from You**

- Commitment to your course and individual learning goals.
- Regular and punctual attendance.
- A notification of non-attendance. If we are unable to contact you regarding your absence, **after 4 weeks you will be withdrawn from the course**. You will still be liable for outstanding course fees.
- **Assessments.** To keep in contact with your Assessor and make yourself available for work-based assessment visits. If you cancel or fail to attend two consecutive planned work-based assessment visits or do not respond to two requests from your Assessor to make contact, your details will be passed to the Curriculum Manager. You will then be requested to make contact within a set period of time or you will be withdrawn from the course.

**Please note:** The ESFA will not co-fund your enrolment on a qualification more than once. If you wish to enrol on that qualification again, you can but you will need to pay the full non-funded cost (full cost recovery). Details upon application.

- To behave in a way which does not offend others, is not discriminatory in terms of age, disability, gender or gender identity, ethnic or national origin, faith and belief or absence of faith, sexual orientation, marital status, pregnancy or other characteristics and shows care, consideration and respect to all staff and fellow learners. Further guidance can be found in a range of Company policies.
- To behave in a way which does not cause injury or damage to staff or learners of the Company, the property of the Company or the reputation of the Company.
- To arrive for class ready to learn. We have the right to ask you to leave a class should your behaviour be detrimental to the group's learning. Examples could include arriving under the influence of alcohol or drugs, behaving in an aggressive manner, arriving in an emotional or distressed state.
- Repeated or serious instances of the above could result in you being withdrawn from your course without a refund and still liable to pay any outstanding fees, further guidance can be found in the Companies policies.
- To submit your own original work for all assessments following specific guidelines according to individual courses.
- To complete regularly with your tutor an Individual Learning Plan.
- To comply with special requirements that may be laid down for a course, through for example, accrediting bodies; professional bodies; the law that may require health/medical/criminal checks.
- Complete all necessary paperwork in line with the funding body requirements.
- Inform the quality of our service by completing forms and paying of fees promptly.  
**Please note:** your accreditation/ exam results/certificates will be withheld if your course fees are not paid in full.
- Notification by you of any changes in your contact details, including your address, landline, mobile telephone numbers and email address.
- To comply with all current and future rules and regulations reasonably laid down by the Company and notified to the learner.
- To act at all times within the law.

### **Limitation of Liability**

- The Company will always try to ensure the accuracy of the information that it provides to the learner with regards to the courses it delivers. However, it may be necessary for changes to be made, for example, to the content of the course, the way the course is delivered or where or when it is delivered which may differ from the information provided through advertisements or literature.
- The Company will always try to provide the same tutor for the duration of the course. However, due to unforeseen circumstances it may be necessary to change the tutor during the course.
- Where the Company makes a refund, for example if a course is closed, then only the fees paid by the learner will be refunded (refunds for books, materials etc., cannot be made). Please see the 'Refunds of Fees' section of this document.
- The Company will not pay for the loss, damage or theft of property belonging to a learner. Any property of the learner that is taken onto the premises where the course is being delivered is entirely the responsibility of the learner.
- The learner will take all due care to ensure their health and safety. The Company is not responsible for personal injury or death of the learner unless caused by the negligence of the Company or its employees or agents.

## **The Learner Registration Service**

- Some of the information you supply will be used by the ESFA to fulfil its statutory functions, issue and/or verify your Unique Learner Number (ULN) and up-date and/or check your own Personal Learning Record (PLR)
- Your Personal Learning Record will include information about your qualifications, awards, training and learning achievements that you may collect throughout your lifetime – at all levels and also whilst you are working and learning
- Your Personal Learning Record can be shared with organisations who have a responsibility for providing, funding and serving your education and training
- The ESFA is a public body that funds qualifications and training that you may be receiving. It is responsible for maintaining ULNs and Personal Learning Records on behalf of all individuals aged 13 and above in England, Wales and NI.
- Your Unique Learner Number (ULN) is a ten-digit reference number and is unique and individual to yourself for use within education. Please keep this number in a safe place you will need it to access your Personal Learning Record.
- The ESFA may obtain and use third party reference data to assist when verifying your ULN and when checking that the data it holds about you is correct, in order to comply with the requirements of the Data Protection Act to keep your details accurate and up to date.
- It is used to create and up-date your own Personal Learning Record (PLR), which will be conveniently located online for you to access at [www.learningrecordsservice.org.uk/products/learnerrecord](http://www.learningrecordsservice.org.uk/products/learnerrecord)
- The ESFA may use your information for management and statistical purposes and for monitoring the accuracy of the information it holds about you.
- The ESFA may share your ULN and Personal Learning Record information with other education related organisations, such as your careers service, school, college, university, Government Departments and public bodies responsible for funding your education.
- Please note that **you can opt-out** of the ESFA sharing your Personal Learning Record. However, you cannot opt-out of the ESFA storing your information.
- You can opt-out of sharing your participation and achievement data by contacting the LRS Customer Helpdesk on 0345 602 2589. You will be required to provide some personal details to confirm your identity, which may include your Unique Learner Number (ULN), if known.

## **ESFA Privacy Notice**

As part of your enrolment process, as a Training provider we are obligated to ensure all learners have seen this privacy notice:

### **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 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 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 data protection legislation.

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.

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>

**Definitions**

**Course** - means the course(s), programme(s) that the learner has identified on the enrolment form that they wish to study.

**Fees** - include tuition and where relevant, examination, registration and materials fees. Exam, registration and material fees are non-refundable in most circumstances (see Refund of Fees).

**Learner** - means the person whose application for enrolment has been accepted by the Company.

**The Company** - refers to all the providers that are supported via a subcontract of Plymouth City Council or On Course South West.

This includes:

YMCA Plymouth	The Mount Batten Centre	The Shekinah Mission
Lynher Training		Open Doors International Language School

**Address:**

On Course South West CIC

Hyde Park House

Mutley Plain, Plymouth PL4 6LF

**Telephone:** 01752 660713

**Email:** [info@oncoursesouthwest.co.uk](mailto:info@oncoursesouthwest.co.uk)

**WWW:** [oncoursesouthwest.co.uk](http://oncoursesouthwest.co.uk)

Documentary evidence required to claim benefit concession must confirm receipt of benefit at the time of enrolment. Learners must still be in receipt of benefit at the start of the course. Evidence must indicate the recipient's name, the type of benefit claimed and the period the benefit claim covers (dependents not automatically eligible for full fee concession). Please see front page of this document or the enrolment form for more guidance on courses qualifying for benefit concession.

## For Course Codes that start with an 'A'

Name of Benefit/Concession Type	<b>Documentary Evidence Required (copies acceptable)</b> <b>Evidence of benefits must confirm receipt of benefit at the time of enrolment. Learners must still be in receipt of benefit at the start of the course.</b>
<ul style="list-style-type: none"> <li>▪ Jobseeker's Allowance (JSA)</li> </ul>	Letter from Jobcentre Plus confirming receipt Jobseeker's Allowance or copy of benefit book.
<ul style="list-style-type: none"> <li>▪ Employment and Support Allowance</li> </ul>	Letter from Jobcentre Plus or DWP (Department for Work and Pensions).
<ul style="list-style-type: none"> <li>▪ Income Support</li> </ul>	Letter from Jobcentre Plus or DWP (Department for Work and Pensions).
<ul style="list-style-type: none"> <li>▪ Council Tax Benefit</li> <li>▪ Housing Benefit</li> </ul>	Letter from the Council confirming receipt of Council Tax Benefit or Housing Benefit.
<ul style="list-style-type: none"> <li>▪ Working Tax Credit (WTC) with a household income less than <b>£16,010</b> - learner or their partner.</li> </ul>	Full Award Notice from HM Revenue & Customs for Tax Year 06/04/2018 – 05/04/2019 <b>must</b> be provided. Page 1 will indicate if WTC has been awarded. Page 2 'Your Income' will state the household income. Any other paperwork indicating an income of less than <b>£16,010</b> is <b>not acceptable</b> evidence.
<ul style="list-style-type: none"> <li>▪ Universal Credit</li> </ul>	Letter from Jobcentre Plus/DWP confirming receipt of Universal Credit.
<ul style="list-style-type: none"> <li>▪ Learners in receipt of <b>Pension Credit</b>.</li> </ul>	Original full award notice 'How your Pension Credit has been Worked Out' for Tax Year 2018-2019. The amount of each element of the award will be shown under the section headed 'Your Pension Credit'.



# Application for Tuition Fee Remission for Course Codes that start with an 'A' 2018-2019

## Evidence of Benefit Form

### Box A – Claimant, please complete fully

Full name of Claimant:																
Full Postal Address:																
Postcode:																
National Insurance Number:	<table style="margin: auto;"> <tr> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="font-size: 20px; margin: 0 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="font-size: 20px; margin: 0 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="font-size: 20px; margin: 0 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> <td style="font-size: 20px; margin: 0 10px;">-</td> <td style="border: 1px solid black; width: 30px; height: 30px;"></td> </tr> </table>			-			-					-			-	
		-			-					-			-			
Course Code:	Course Title:															
<p>I am in receipt of:</p> <p> <input type="checkbox"/> Job Seekers Allowance              <input type="checkbox"/> Employment and Support Allowance              <input type="checkbox"/> Universal Credit  <input type="checkbox"/> Housing/Council Tax Benefit              <input type="checkbox"/> Income Support              <input type="checkbox"/> Other Means Tested Benefit (please specify)         </p> <p>I give permission to the Department for Work and Pensions/Local Authority to disclose information on my benefit status (for audit purposes). I agree to notify On Course South West CIC immediately, should a change of circumstances mean I am no longer eligible for the benefit listed above.</p> <p>Signature: ..... Date: .....</p>																

### Box B – Benefit Office

<p>Please stamp and sign this form to confirm that on this day the applicant named in Box A above, is in receipt of the benefits indicated below. Please return this form to the claimant. Thank you.</p> <p> <input type="checkbox"/> Job Seekers Allowance  <input type="checkbox"/> Employment and Support Allowance  <input type="checkbox"/> Housing/Council Tax Benefit  <input type="checkbox"/> Income Support  <input type="checkbox"/> Universal Credit  <input type="checkbox"/> Other Means Tested Benefit specified in Box A         </p> <p>Signature: _____ Date: _____</p>	<div style="border: 1px solid black; width: 100%; height: 150px; margin: 0 auto;"></div>
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## For Course Codes that start with a 'F' or 'T'

<p><b>Name of Benefit/Concession Type</b></p>	<p><b>Must confirm receipt of benefit at the time of enrolment. Learners must still be in receipt of benefit at the start of the course.</b></p>
<ul style="list-style-type: none"> <li>▪ Jobseeker's Allowance (JSA)</li> </ul>	<p>If the learner does not have benefit evidence, then a Self-Declaration Form will need to be completed.</p> <p>Please see reverse side of this page.</p>
<ul style="list-style-type: none"> <li>▪ Employment and Support Allowance (WRAG)</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Universal Credit (unemployed)</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Earning less than £15,736p.a.</li> </ul>	
<p>Entry or Level 1 aims for Learners aged 19-23 who have a highest prior attainment of Level 1 or below but need a step up from basic skills in order to progress to a full Level 2.</p> <p>Learners aged 19-23 studying their first Full Level 2 qualification.</p> <p>Learners aged 19-23 starting their first Full Level 3 qualification.</p> <p>An individual who has not reached GCSE level C or above in English and maths, undertaking English and maths.</p>	

**SELF DECLARATION OF ELIGIBILITY FOR CONCESSIONARY FEE 2018-2019**

Learner Name ..... Date of Birth .....

Course Title ..... Course Code

Postcode ----- Previous Postcodes -----

If you are enrolling on a course with us which has a course code starting with 'F', you may be entitled to remission of your fees.

However, you must be:

On a Level 2 or below course and **unemployed** and **looking for work** and believe that skills training will help you to move into employment.

Please indicate which benefit/s you are currently in receipt of:

- Job Seeker's Allowance
- Employment and Support Allowance (WRAG - Work Related Activity Group)
- Universal Credit
- Earning less than £15,736p.a.

**We will be in contact with you within six weeks of the end date of your course to update our records with your employment status.**

We may contact you by:

- Electronic Survey
- Post
- Telephone

**Declaration**

I confirm that all the information on this form is correct and I declare that:

- I am currently unemployed
- I am looking for work
- I believe that this qualification will help me move into employment

**I understand that if I have declared false information the provider may take action against me to reclaim the tuition and exam/registration fees and any support costs provided.**

Learner Signature ..... Date .....