



ON COURSE SOUTH WEST ENROLMENT TERMS AND CONDITIONS Academic Year 2023-24

Reviewed 24/08/2023	AJC
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Summary of changes	
Addition of contents page	24/08/2023
Reorder of information	24/08/2023
Update to all privacy notices	24/08/2023
Additional information in Important information section	24/08/2023
Definitions updated	24/08/2023
Addition of Multiply subcontractors	24/08/2023

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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.

What you can expect from the Service?

We aim to provide a welcoming, friendly, safe and inclusive adult learning environment in which all learners can be inspired and achieve their goals.

Fundamental British Values are **democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs.**

We will promote British Values to all our learners as part of their learning experience. Tutors will use every opportunity to make sure that learners respect and reinforce British Values whilst creating space for open debate. Commitment to your course and individual learning goals.

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

- Access to a broad and balanced range of learning 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 Service will provide.
- A balanced range of teaching and learning strategies which will suit your aims and experience, enable you to progress, are appropriate to the course content and have impact on your life.
- 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 Learning Advisers before, throughout and at completion of your course, whether this relates to further study or employment.
- Access to a formal complaints procedure.
- Notification of cancellation of courses with reasonable attempts to provide you with a suitable alternative.

- All certificates will be posted to your last known address. Please note replacement certificate requests to the awarding body will involve a fee which is your responsibility. Please ensure you keep us up to date with any address changes.
- Regular updates by text/email on a variety of subjects e.g. bad weather closure.

What we expect from you

- 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 Team. You will then be requested to make contact within a set period of time, or you will be withdrawn from the course.
- 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 Service policies.
- To behave in a way which does not cause injury or damage to staff or learners of the Service, the property of the Service or the reputation of the Service.
- 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 PCC 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.
- All learners who enrol on a course with an accreditation must take the related exam or submit the related portfolio to deadline.
- 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 Service and notified to the learner.
- To act at all times within the law.
- To agree to take part in a follow up survey to allow us to measure the impact of the courses
- By signing the enrolment form, learners are agreeing to follow all the policies and procedures. These may be updated during the academic year to take account of legislative changes and applying best practice.

Limitation of Liability

- The Service 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 Service 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 Service 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 Service 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 Service is not responsible for personal injury or death of the learner unless caused by the negligence of the Service or its employees or agents.
- Where the course is delivered using an online platform ie e-assessor or Google Classroom, it is your responsibly to ensure you have the equipment and capability to participate.

Important Information

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 2023 to enrol. This means you will have been born on or before 31 August 2004.

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.

- The majority of courses are funded or subsidised by the Government.
- The government require us to collect the following types of personal data about you:
 - your personal contact details
 - your date of birth
 - your nationality and ethnicity
 - equality, diversity and inclusion information
 - information about your career, workplace, employer
 - data and information about your learning, including courses and qualifications you are taking or have taken

For more information see section [Privacy notice for Key Stage 5 and adult education](#)

- The course fees published are for people who have been resident in the UK/EEA for the past 3 years.
- You may be entitled to a free or reduced fee depending on your eligibility.
- There is financial support available for eligible learners to help with travel costs, courses fees etc.

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).
 - o 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.
- Material Fees are for materials used during your learning activity that you take away with you, for example, 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 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, although cashless payments are preferable:

Online – using a debit or credit card

By Cash – in person only at **Hyde Park House, Mutley Plain, Plymouth, PL4 6LF** with your proof of benefit or self-declaration, if applicable.

By Debit/Credit Card – either in person at **Hyde Park House, Mutley Plain, Plymouth, PL4 6LF**, or by telephoning 01752 660713. 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 will require a credit check, please contact us on 01752 660713 to discuss your options.

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 Service. The Service 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 **£10.00** 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 **£10.00** 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 the Service. The Service 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 BACS 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.
- Where a session is cancelled, for reasons beyond our control, such as staff illness or extreme weather conditions, and a replacement session is offered, no refund will be given. If we are unable to offer a replacement session we will refund at the end of the term as applicable.
- Unless you hear from us to the contrary, please assume that your course will be running.

Late enrolment

- For some courses it is possible to join late if there are still places available.
- If you're interested in a course you can check if you can still enrol by searching for a course online, by phoning 01752 660713 or by emailing info@oncoursesouthwest.co.uk
- Please note that courses that involve examinations can't be joined after the end of the third week.

Appendix A Data Protection and privacy Notices

Privacy notice for Key Stage 5 and adult education

[Privacy notice for Key Stage 5 and adult education - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

This privacy notice explains how the Department for Education (DfE) uses (processes) any personal data you give to us, or any that we may collect about you in relation to Key Stage 5 and adult education.

Key Stage 5 and adult education includes learners that stay in full-time education in schools, sixth-form colleges, further education colleges or University Technical College; or learners that start an apprenticeship or traineeship.

For the purposes of relevant data protection legislation, the [DfE is the data controller for personal data](#), this includes personal data processed by Education and Skills Funding Agency (ESFA).

If you would like:

- more information about how we process your personal data or your data protection rights
- to make a request about your information – for example to request a copy of your information or to ask for your information to be changed
- to contact our Data Protection Officer

You can contact us in the following ways:

- using our secure [contact form](#)
- or in writing to:

Data Protection Officer

Department for Education (B2.28)

7 & 8 Wellington Place

Wellington Street

Leeds

LS1 4AW

The kinds of personal data we process about you

When we ask you for personal data, we will:

- tell you the reasons we're asking for it
- only ask for the information we need
- make sure we don't keep it for longer than necessary
- protect it and make sure only the appropriate people have access to it
- let you know if we'll share it with other organisations
- keep it up to date where necessary
- consider privacy risks when we're planning to change the way we use or hold it
- train our staff to ensure we use and protect it properly

In return, we ask you to:

- give us accurate information
- tell us as soon as possible if there are any changes

We may process the following types of personal data about you:

- your personal contact details
- your date of birth
- your nationality and ethnicity
- equality, diversity and inclusion information
- information about your career, workplace, employer
- data and information about your learning, including courses and qualifications you are taking or have taken

We may also process images and recordings for the purposes of engaging and communicating with the general public. This is done in accordance with codes of practice and guidelines laid down by the Information Commissioner's Office.

More information about [how the DfE handles personal data](#) is available.

How and why we get personal information

We collect your personal data where the law allows, or we have a legal duty to do so. We may also receive your personal data from third parties including other government departments. Your personal data is collected to enable us to carry out our functions.

The lawful basis we often rely on for processing your personal data is to perform our public task. We may also rely on the following lawful bases:

- your consent – where this is relied upon, you can ask to remove your consent at any time - you can do this by using our [contact form](#)
- a contractual obligation
- a legal obligation
- to protect a person’s vital interest
- legitimate interest

Personal data collected from you directly

We may collect information from you:

- face to face like when you fill in a form or survey at our careers fairs.
- over the telephone like when you contact our helpdesks
- in correspondence that you send to us, like emails, letters and social media posts

We may use personal data we collect directly from you to:

- send you information about our work
- improve the services we offer to you
- operate our complaints policy
- contact you for feedback on services we provide to you
- ensure the protection of public funds
- prevent and detect fraud

Personal data collected from DfE and ESFA websites and social media channels

We may collect and process the following information:

- details of your visits to our website including the resources that you access, weblogs and other communication data
- subscriptions to our mailing lists

We may use personal data we collect from DfE and ESFA websites and social media channels to:

- ensure that our website content is presented in the best way for you
- provide you with information, products or services that you request from us or which we feel may interest you, where you have given us your consent
- allow you to participate in interactive features of our service, when you choose to do so
- notify you about changes to our website or services

Personal data about learners and apprentices

We collect personal data about learners from you, and third parties, including other government departments and agencies and from organisations funded by DfE and ESFA to provide learning. We collect information about you and what you are studying.

This includes:

- information on enrolment and achievements which is collected from learning providers following their funding terms and conditions (learning providers include further education colleges and private training companies where you undertake learning)
- information about you and what you are studying is collected by the Individualised Learner Record (ILR) - see the [ILR privacy notice](#) for more details
- information from the Learning Records Service (LRS) to issue you with a Unique Learner Number (ULN), and to create and keep your Personal Learning Record - see the [LRS privacy notice](#) for more details
- the National Careers Service - see the [National Careers Service privacy notice](#) for more details
- the Bursary for Vulnerable Group Scheme which uses the information you give to your educational institution (for example, your college) to decide if you are eligible for a bursary under the scheme eligibility criteria
- if you start an apprenticeship, your information is supplied to us by your employer - we collect information about you and what you are studying, see the [manage apprenticeship service privacy notice](#) and [apprenticeship website privacy notice](#) for more details
- Information is collected from and shared by third parties so DfE and ESFA can deliver their obligations to safeguard children and young people

Sharing your personal data

We share your personal data with other parts of DfE and ESFA, and third parties, including other government departments, agencies, local authorities and organisations, where the law allows it or we have a legal duty to do this.

These organisations can include:

- an organisation who is working for ESFA or DfE under contract
- organisations who provide:
 - administration services
 - careers and other guidance
- statistics and research about education, training, employment and well-being, this includes the Higher Education Statistics Agency (HESA) so that you can take part in the [graduate outcomes](#) survey

- organisations that request information to help prevent and detect crime, including sharing personal information for law enforcement purposes to prevent fraud and to assist organisations involved in the prevention of fraud where it is necessary and proportionate
- We may share your personal data with other organisations where:

We may share your personal data with other organisations where learning is funded by another public authority. This information is shared to help those organisations do their work. These include Department for Work and Pensions managing the European Social Fund, and combined authorities in city regions and the Greater London Authority managing devolved adult education budget funding.

We may also share your personal data with other organisations where a further education college or other training provider can no longer deliver your training funded by DfE or ESFA. This may be where a training provider has stopped trading. To help you continue learning, DfE will arrange to securely transfer your information from your last training provider to your next training provider or to DfE if your learning does not continue straight away. To do this:

- the DfE and training providers share data to make sure information held about you and your funded learning is accurate
- DfE and your training provider may need to share your information with another training provider (for example, to confirm a claim for funding from ESFA) and with an awarding organisation (for example, to confirm what stage your learning has reached)

We may also share your personal data with other organisations where DfE and ESFA are notified of an issue regarding safeguarding of children and young people.

Other people and organisations may also share personal data with DfE and ESFA, for example when they make a complaint or raise a concern with us. This can include information shared in accordance with the statutory guidance [keeping children safe in education](#) and [working together to safeguard children](#). This information will be used to investigate complaints and to ensure trusts and academies comply with the regulations ([Education \(Independent School Standards\) Regulations 2014 \(PDF, 131KB\)](#)) and their funding agreement.

How long we will keep your personal data

We will only keep your personal data for as long as we need it. DfE has a disposal schedule for personal data based on the needs of the department and the law. We may need to keep some of your personal data for 66 years for research and producing statistics.

We will take the necessary steps to keep your information safe. It will then be securely destroyed when it is no longer needed.

If you want to know how long we keep your information, please write to DfE Departmental Records Officer using our secure [contact form](#).

Storing personal data outside the UK

When DfE stores personal data outside the UK, we will make sure we comply with the data protection law and take additional steps to keep your personal data safe, which can include additional technical and security arrangements, contractual agreements and data sharing agreements.

Your data protection rights

Under data protection law, you have rights including:

- your right of access - you have the right to ask us for copies of your personal information
- your right to rectification - you have the right to ask us to rectify personal information you think is inaccurate, you also have the right to ask us to complete information you think is incomplete
- your right to erasure - you have the right to ask us to erase your personal information in certain circumstances
- your right to restriction of processing - you have the right to ask us to restrict the processing of your personal information in certain circumstances
- your right to object to processing - you have the right to object to the processing of your personal information in certain circumstances
- your right to data portability - you have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances

You are not required to pay any charge for exercising your rights. If you make a request we have 1 month to respond to you.

How to make a subject access request

You have the right to ask for access to your personal information, known as a subject access request. See the [DfE Personal Information Charter](#) for further details

To make a subject access request you can use the [DfE contact form](#).

Alternatively, you can make a subject access request in writing. Post your request to:

Data Protection Officer
Department for Education (B2.28)
7 & 8 Wellington Place
Wellington Street
Leeds

LS1 4AW

Include as much information as you can about what information you need and the years you need the information for. If possible tell us which part of the department holds the information. You'll also need to tell us your telephone number and address.

We may need to check your identity and your right to access the information you're requesting. This means we might ask for a copy of the identification pages of your passport or photo driving licence and proof of your current address.

We'll try to respond to your request within 1 month. However, if your request is complex we may extend the period by a further 2 months, but we'll tell you if this is the case.

How to complain

If you have any concerns about our use of your personal information you can make a complaint to the Data Protection Officer at:

Data Protection Officer
Department for Education (B2.28)
7 & 8 Wellington Place
Wellington Street
Leeds LS1 4AW

You can also complain to the Information Commissioner's Office if you are unhappy with how we have used your data by writing to:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF Helpline number: 0303 123 1113

[Information Commissioner's Office website](#)

The Learner Registration Service

Overview

To comply with data protection legislation, schools, colleges, local authorities, and training sector organisations are responsible for issuing a copy of this privacy notice to learners and/or parents/guardians. This notice summarises the information held on record about them, why it is held and the third parties with whom the data may be shared.

Privacy notice for pupils, students, learners, and trainees

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 Department for Education (DfE) in England. This privacy notice explains how we use your personal information. For the purposes of relevant data protection legislation, the DfE is the data controller for personal information processed.

Who we are?

The LRS supports the DfE by collecting learner information from training providers and awarding organisations. For the purposes of relevant data protection legislations, the DfE is the data controller for personal information we process.

How we will use your information

We receive your personal data from:

- schools, colleges, local authorities, and training/learning providers
- accredited achievement data supplied by awarding organisations

The aims of LRS are to:

- create a trusted and verified record of learning for citizen across England, Wales, and Northern Ireland
- enable education organisations to access these records when required to support individuals with enrolment to education and careers advice, ensuring they get access to the correct education and government funding
- issue you with a Unique Learner Number (ULN)
- create your Personal Learning Record (PLR)

The nature of your personal data that LRS will process

The categories of personal data that can be processed in LRS includes:

- personal contact details
- data related to an individual's learning
- data and information about your learning, including courses and qualifications you are taking or have taken

To ensure that our records are accurate, it may be necessary for training providers to collect further personal information from you. This information will be used to identify the correct learner where their personal information is similar to other learners (e.g. name(s) and date of birth):

- where further information is required to distinguish between learners, the following personal information is deemed as mandatory:

- last known post code
- date of birth
- gender

Why our use of your personal data is lawful

For our use of your personal data to be lawful, we need to meet one (or more) conditions in the data protection legislation. For LRS, the relevant conditions are:

- Article 6(1)(e) UK General Data Protection Regulations (GDPR), to perform a public task as part of our function as a department

Who we will make your personal data available to

We sometimes need to make personal data available to other organisations. These might include contracted partners (who we have employed to process your personal data on our behalf) and/or other organisations (with whom we need to share your personal data for specific purposes).

Where we need to share your personal data with others, we ensure that this data sharing complies with data protection legislation. For LRS we share your personal data with the following:

- schools, colleges, local authorities, and training/learning providers when you enrol onto a course
- awarding bodies to record achievement/attainment information such as exam or course grades
- permitted organisations such as Federation for Industry Skills & Standards (FISSS) and Universities and Colleges Admissions Service (UCAS) to record or verify individual's qualifications

How long we will keep your personal data

DfE will keep your personal data as part of LRS for 66 years after which time it will be deleted.

Your data protection rights

You have specific rights under data protection law. You can:

Request a copy of all information relating to you held by the DfE. You can do this by making a Subject Access Request using the [DfE Contact Form](#).

DfE processes your personal information on LRS in the exercise of its official authority under the Education Act 2011 and the Apprenticeships, Skills, Children & Learning Act 2009. This allows us to ensure that training providers are claiming for the correct government funding, safeguard public money and prevent fraud.

More information about how the DfE handles personal information is published in the [DfE Personal Information Charter](#). If you need to contact us regarding any of the above, please do so via the DfE site at [DfE - Contact Us](#). If you are unable to use the online contact form, you can write to us at the address provided under Contact Information below.

Further information about your data protection rights appears on the Information Commissioner's website at [Information Commissioners Office - Individual Rights](#)

ILR Privacy Notice 2023 –2024 Version 1 May 2023

Education & Skills Funding Agency

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. Our lawful basis for using your special category personal data is covered under Substantial Public Interest based in law (Article 9(2)(g)) of GDPR legislation. This processing is under Section 54 of the Further and Higher Education Act (1992).

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 your ILR learner data for 20 years for operational purposes (e.g. to fund your learning and to publish official statistics). Your personal data is then retained in our research databases until you are aged 80 years so that it can be used for long-term 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 DfE Privacy Notice (<https://www.gov.uk/government/publications/privacy-notice-for-key-stage-5-and-adult-education>)

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://form.education.gov.uk/service/Contact_the_Department_for_Education
- By telephoning the DfE Helpline on 0370 000 2288

- Or in writing to: Data Protection Officer, Department for Education (B2.28), 7 & 8 Wellington Place, Wellington Street, Leeds, LS1 4AW

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>

Appendix B

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 Service.

ESFA – Education and Skills Funding Agency

DFE – Department of Education

ESF – European Social Fund

Multiply - Multiply is a new government-funded programme to help adults improve their numeracy skills.

The Service - refers to all the providers that are supported via a subcontract of Plymouth City Council. This includes:

Open Doors International Language School	Sunflower Women's Centre	The Shekinah Mission
YMCA Plymouth		
City College Plymouth	Real Ideas	Focus Training

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