College Enrolment Notice 2025/2026

This document is your Learning Agreement with the College. It states the main qualification(s) for which you are aiming and the planned learning hours. It is the College's aim to help you to succeed in your qualification(s). You must intend to complete the full qualification(s). If you want to update or remove any of the personal data you have provided you can make a request to do so by contacting cishelpdesk@newdur.ac.uk New College Durham is the Data Controller for the personal data you have supplied and our Data Protection Officer can be contacted by emailing dataprotection@newdur.ac.uk. Most of the information collected at enrolment is required by us to deliver your course and to prove you are studying with us. To do this and to fulfil our contract with you we will share information about you with our Funding Providers, Validating and Awarding Bodies, End Point Assessment organisations, sub-contracted service providers and with any of our partner institutions that are contracted to deliver your course(s). If we are asked by a local authority or school to confirm that you are studying with us we will only do so if we are required by law; for a task we are required to carry out in the public interest; if we know you have given consent; or in order to enable you to receive a benefit (e.g. Council Tax Benefit). We may also share your personal information with our Auditors to demonstrate our adherence to the law and good practice and we do this because it is a legal obligation of the College. We will retain data that is required by the College and our Funding Providers for 6 years after your course ends in order to administrate your enrolment contract with us. We will retain some data indefinitely as a permanent record to show who you are, when you attended the College, what your assessment marks were and what awards you achieved. This will help us to supply you with a reference or transcript if you request one as part of our public task and ultimately for archival purposes in the public interest. If we collect other data from you in the course of your studies we will inform you why we have asked for it, what we will use it for, who we may pass it to and how long we intend to keep it for. The College will use photographs or recordings in which you may feature for marketing purposes. This will be done under the legal basis of 'Legitimate Interest'. For more detail, please see our website Privacy Notices.

ESFA & the Learner Records Service – 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. 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

You confirm acceptance of the College Acceptable Use Policy by signing this agreement. Once your student enrolment is confirmed by the College, and if user privileges for the College network services are given, compliance with the Acceptable Use Policy will be required for as long as user privileges are extended. The full AUP is in the Student Intranet

Tuition Fees - Your enrolment is subject to the College's regulations on fees and charges as set out in the College Tuition Fees, Refund and HE Fees Sanctions Policies available at Fees and How to Pay Please ensure you have read and understood these documents. The fees and charges will remain your responsibility until evidence of fee remission status is provided for applicable courses (see Tuition Fees Policy for information). If your fees are paid by the Student Loans Company or Sponsor you will be personally liable for all fees if evidence of payment is not received by week 3 of your course. If your fees are paid on a full cost basis, we have an obligation to make you aware that the course may be available through alternative funding routes at another provider. For any ESFA funded courses the fees and charges will remain the responsibility of the student until evidence of fee remission status is provided. If you do not have to pay fees because you are receiving one of the qualifying benefits we will require a signed declaration stating that you are in receipt of one of the qualifying benefits. The College will pursue collection for any outstanding debts through our Debt Recovery Partner and legal enforcement where it is deemed appropriate.

Withdrawals – It is the student's responsibility to formally notify the College of their withdrawal at the point at which they leave the course. For details please see our Withdrawal Policy Any refund or outstanding fees due will be subject to the Refund Policy. Failure to inform the College of withdrawal in a timely manner could result in you incurring full fee responsibility for the course.

Equality, Diversity and Inclusion – New College Durham is committed to ensure that equality, diversity and inclusion is embedded across our services. We will ensure that the College is a place where learning and working exists in an environment that promotes equality, celebrates diversity and allows everyone to achieve to their fullest potential.

Safeguarding – New College Durham is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults. Any learner who feels unsafe – or feels that another learner may be feeling unsafe – must report their concerns to a Designated Safeguarding Lead.

HE - For HE students studying for a NCD Foundation Degree or an Open University Degree you should read the Academic Regulations pertaining to your course. These are available here Higher Education Information Page. If you are studying for an HE Qualification, by enrolling with us you are accepting our University Centre Terms and Conditions which will apply to your programme of study.

Support - If you have a learning difficulty or a disability and you would like to talk to someone, the following services are available:

Additional Learning Support – support for Special Educational Needs and Disabilities (SEND). Contact ALS@newdur.ac.uk or Tel: 0191 375 4380
ASC - Careers, Funding Guidance, Personal Counselling and Mental Health Support are available from ASC (Advice Support Careers) Tel: 0191 375 4400
Access Fund - For funding for travel, meals, kit, equipment, uniform and bursary support contact – access.fund@newdur.ac.uk

If you made an application to study with us you may have been asked to disclose any relevant criminal convictions. If you haven't provided this information already please could you complete the information requested at enrolment. For more information about this please see our Policy on Disclosure of Criminal Convictions. Students on some courses are required to undertake a DBS check before they can be accepted onto the course. It is important that these students are aware of the DBS Privacy Policy which is available here: DBS Policies

By signing this learning agreement, you acknowledge and agree to adhere to the College's expected standards of behaviour. Failure to comply with these standards will result in disciplinary sanctions as outlined in the student disciplinary procedure. Such sanctions may include, but are not limited to, warnings, suspension, or removal from the College.