

# The Dartington Hall Trust

## *Dartington Learning Executive*

### **Student Contract**

#### **1. Introduction**

This document sets out in detail the relationship between you and The Dartington Hall Trust (The Trust). You may have other contractual arrangements (for example, for accommodation or financial support) which will be the subject of separate agreements.

#### **2. Your Contract with Dartington Learning**

2.1 Before you accept an offer of a place at any of The Trust's colleges, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the Admissions Team by email or telephone.

2.2 When you accept an offer of a place your contract with The Trust takes effect and you agree to be bound by the terms of this document along with Dartington Learning Regulations, policies and procedures, including the Student Handbook. You will also be subject to any additional agreement that is required as part of your specific programme of study. Accordingly, you should read this and the other documents carefully. They can be found on the Dartington Learning website and, unless otherwise agreed, the latest versions of these documents will apply.

#### **3. Immigration requirements**

3.1 Dartington Learning is under a legal obligation to ensure that all students comply with relevant visa or immigration requirements and it may report any non-compliance to the Home Office, UK Visas and Immigration (UKVI) or anybody that might replace it.

Dartington Learning may request information and documents from you to ensure that you are complying with any relevant visa or immigration requirements. You must comply with such requests within a reasonable time (or any specific timeframe stipulated by Dartington Learning). If you do not meet visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, Dartington Learning may elect to terminate your contract (whether immediately or otherwise) and withdraw you from your course.

3.2 If you are a Tier 4 international student, you must familiarise yourself and comply with your specific attendance monitoring requirements as well as any other requirements specified in your visa. If you do not comply with Dartington Learning's attendance, monitoring and other requirements for Tier 4 international students, with the conditions of your Tier 4 or any other visa, or with the United Kingdom's immigration rules, Dartington Learning may withdraw you from your course. As required by UK immigration regulations, your change of status will be immediately reported to UKVI and it is likely that your Tier 4 Visa will be curtailed. *See Addendum 1 to this Contract.*

#### **4. Changes to your Programme of Study or this Document**

4.1 Dartington Learning is continuously developing, refining and improving its services and programmes, and introducing new options, programmes or courses, for the benefit of its students. This may be to: reflect student feedback; in response to matters of academic judgement or expertise; to accommodate changes or developments in learning theory or practice; due to upgrading of facilities; or to keep programmes, practices and areas of study up-to-date. This may lead to changes in the terms, content or delivery of Dartington Learning programmes from those set out in the prospectus or website.

4.2 If Dartington Learning decides to make a significant change to a programme of study, it will consult with the relevant student cohort in advance, except where the change is required for regulatory or legal reasons, or on account of events beyond Dartington Learning's control. In this latter case, which may include building works, Dartington Learning will endeavour to provide notification of this as soon as possible and try to minimise any adverse impact upon students who might be affected.

4.3 Dartington Learning may change this document from time to time to comply with any legal or regulatory requirements. If Dartington Learning is required to make significant changes to this document, you will be notified of this as promptly as possible.

#### **5. Your Programme of Study**

5.1 Dartington Learning will provide you with education services (including teaching, learning and, where applicable, research opportunities and assessments) and related activities which Dartington Learning deems to be appropriate for your programme. Details such as timetable and venue will be provided to you on or after your enrolment as a student at Dartington Learning.

5.2 You will be required to participate fully in your programme. This will include attending and taking part in teaching, learning and/or research events included in your programme; meeting regularly with your supervisory team where this is appropriate; making proper use of all the resources available; and preparing and submitting work on time.

5.3 Some programmes and modules may require a specific level of attendance. You must comply with any such requirements in order to progress within the programme or to attain the appropriate award or qualification.

5.4 Provided that you successfully fulfil the requirements of your programme, pay your fees and otherwise meet your obligations as a student (as set out in your contract with Dartington Learning), Dartington Learning will submit you to the relevant awarding body for the appropriate award or qualification.

5.5 If your record of engagement is considered unsatisfactory, you may be invited to a meeting to discuss how this issue can be addressed. If you do not attend the meeting (or any subsequent meeting arranged to deal with this issue) without good reason, Dartington Learning may withdraw you from your programme of study.

#### **6. Placements**

If your programme involves you undertaking a placement, you will be provided with further information by your Programme Leader. While Dartington Learning will make every effort to ensure that third party placement providers operate with due regard for safe working

practices, Dartington Learning will not be responsible for any acts or omissions of such providers.

## **7. Intellectual Property**

You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your studies or research activities, unless you agree otherwise with Dartington Learning.

Nothing in this contract shall affect any pre-existing intellectual property rights of Dartington Learning, including those that Dartington Learning makes available to you during the course of your studies or research activities.

Where you access, use or reference third party material in the course of your studies or research activities (including material that might be provided to you by Dartington Learning), you are responsible for obtaining any permissions from those third party(s) as necessary.

## **8. Accommodation, Insurance, Funding and Immigration**

8.1 During your time at Dartington Learning, you should:-

8.1.1 Be aware that any accommodation provided by Dartington Learning will be subject to a separate agreement;

8.1.2 Have adequate insurance for your own personal belongings and, where appropriate, medical insurance;

8.1.3 Arrange sufficient funding for all tuition, living and other fees and expenses arising from your studies. Dartington Learning is not responsible for the decisions, actions or omissions of any independent funding providers (such as Student Finance England or any organisation that replaces it);

8.1.4 Satisfy any applicable visa or other immigration requirements that apply from time to time, including any language competence requirements. *See Addendum 1 to this Contract.*

## **9. Your Personal Information**

9.1 You recognise that, during and after your time at Dartington Learning, it is necessary for Dartington Learning to hold and process your personal data in accordance with the *EU General Data Protection Regulation (GDPR)* and *Data Protection Act 2018*.

For the purposes of data protection legislation, The Dartington Hall Trust is the Data Controller.

9.2 A Privacy Notice is included as an addendum to this Contract (Schedule 1) which will provide further detail on how we collect process, share, protect and dispose of your personal data.

The Privacy Notice may be updated from time to time to reflect legal or regulatory changes, or Dartington Learning's general academic and administrative requirements. The latest version of the Privacy Notice will apply to your contract with Dartington Learning from the time when that section is published or updated. Where there is a substantial change, you will be notified and provided with a revised copy.

9.3 Where Dartington Learning is partnering with a UK university as its awarding body, it will need to share relevant personal information with that university and/or its student union. More details on this are included within the Privacy Notice at Schedule 1.

## **10. ICT**

10.1 You must comply with all relevant Dartington Learning policies, rules and regulations in relation to the use of ICT during the course of your studies.

10.2 Use of all ICT equipment and its connection to Dartington Learning's Guest Internet Service must be appropriate. You are prohibited from using computing devices and Dartington Learning's network and Guest Internet Service for, amongst other things, any illegal activity, the creation or transmission of offensive or obscene material, and the creation or transmission of any material which infringes the IP rights of another person. Dartington Learning may monitor the use (including any personal use) of the Guest Internet Service and other ICT systems (including telephone, voicemail, and other communications) and review or restrict information transmitted using them as reasonably necessary to ensure the appropriate use of its services and to comply with its legal obligations. This information will also be made available, upon request, to any law enforcement agency with sufficient authority to do so.

10.3 The Guest Internet Service currently provides a wireless 1.5Mb/s connection with a maximum download allowance of 300MB per session (immediately renewable upon expiry). The Dartington Hall Trust retains the right to modify or withdraw this service as may from time to time become necessary. You will be notified as early as possible where any changes are made.

10.4 The Guest Internet Service is an open network and by connecting to it you are accepting all of the associated risks. This includes when you connect to the network with any of your own devices. Dartington Learning will not be liable for any damage that is caused by your use of IT equipment and/or connection to Dartington Learning's network and Guest Internet Service, except in the case of any foreseeable damage resulting directly from Dartington Learning's negligence or failure to comply with this contract.

10.5 You are prohibited from connecting computing or other electronic devices to redistribute or share the Guest Internet Service with other devices.

## **11. Health and Safety**

11.1 Dartington Learning will act in accordance with all health and safety legislation and regulations to provide a safe environment for you during the course of your studies. This applies to all locations where staff and students may be working or studying.

11.2 Dartington Learning will monitor health and safety to ensure continuous improvement, to reduce the risk of an accident and to prevent injury and ill-health.

11.3 Dartington Learning will provide such information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of its staff and students.

11.4 You must make yourself familiar with all of Dartington Learning's procedures and regulations relating to health and safety, along with any specific rules that apply to your programme of study or the building in which you are located. Health and safety procedures and regulations must also be followed when you are studying off campus. If you fail to follow health and safety procedures and regulations, Dartington Learning may take disciplinary action against you.

11.5 You must inform Dartington Learning if you have any mobility issues or if there is any other reason which would affect your ability to follow any health and safety procedures or regulations. Dartington Learning will make any reasonable adjustments and provide you with additional support to ensure your safety and wellbeing.

## **12. Tuition Fees**

12.1 Every student is charged a tuition fee for their programme of study. Information on fees (including the amounts and how to make payment) is included on Dartington Learning's website. There may be additional costs for some programmes. Please check Dartington Learning's website for details of these.

12.2 You must pay the fees for your programme and any other charges you incur by the due date. If a third party is paying these amounts on your behalf, you are responsible for ensuring that payment is made on time.

12.3 If your tuition fees are not paid in full on time, you may be referred to a debt collection agent and risk having your award withheld and graduation deferred.

12.4 If you raise what Dartington Learning considers to be a genuine dispute regarding an invoice for tuition fees and notify Dartington Learning of that dispute promptly after receiving the invoice, then, until the dispute has been resolved, Dartington Learning will not exercise its rights under paragraph 12.3 and will allow you to continue with your programme.

## **13. Fee Status**

Dartington Learning may determine the fee that will apply to each programme of study.

## **14. Dartington Learning's Liability to You**

14.1 If Dartington Learning fails to comply with the terms of its contract with you, Dartington Learning is responsible for any loss or damage you suffer that is a foreseeable result of its breach of contract or failure to use reasonable skill and care. However, Dartington Learning is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Dartington Learning's breach or if it was contemplated by you and Dartington Learning at the time the contract was entered into.

14.2 Dartington Learning does not seek to exclude or limit in any way its liability for:-

14.2.1 Death or personal injury caused by the negligence of Dartington Learning or its employees, agents or sub-contractors;

14.2.2 Fraud or fraudulent misrepresentation; or

14.2.3 Any other act or omission, liability for which may not be limited by law.

14.3 Subject to paragraph 14.2, Dartington Learning's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in connection

with your contract with Dartington Learning shall be limited to the value of the tuition fees paid by you or on your behalf or the amount, if any, that Dartington Learning receives from its insurers in respect of a particular loss, whichever is the greater.

14.4 Dartington Learning will not be liable to you for any lost or unreturned work submitted for assessment. It is important that you follow any instructions from Dartington Learning in submitting work, and that you retain copies of work submitted.

14.5 You will not be liable to Dartington Learning for any failure or delay in performing your obligations under this contract which is due to any cause beyond your reasonable control. Similarly, Dartington Learning will not be liable to you for any failure or delay in performing any of its obligations under this contract which are due to any cause beyond its reasonable control (including those circumstances described in paragraph 16.1 below).

## **15. How to Cancel or Withdraw**

15.1 When you receive your offer from Dartington Learning you have a statutory right to cancel your contract with Dartington Learning under the Consumer Contracts Regulations, 2013. If you wish to exercise this cancellation right, you must notify Dartington Learning of your cancellation request within a 14 days' "cooling off" period, starting on the day after your contract with Dartington Learning takes effect in accordance with paragraph 2.2.

15.2 To exercise the right to cancel your contract with Dartington Learning, you must provide Dartington Learning with a clear statement setting out your decision to cancel. Details of how to contact Dartington Learning are set out in paragraph 18.1.

15.3 In addition to your statutory rights, Dartington Learning allows full-time or part-time students to withdraw from their programmes of study, with no fee payable, up to 14 days after the commencement of the relevant programme.

Clause 15.3 above applies to taught programmes only. If you are a postgraduate research student, you should contact your supervisory team if you wish to withdraw from or interrupt your studies.

## **16. Programme Changes in Circumstances Outside Dartington Learning's Control**

16.1 Circumstances outside the University's control may require Dartington Learning to:-

16.1.1 Revise the terms, content or delivery of programmes from those set out in the prospectus or website; or

16.1.2 Discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes,

These circumstances may include, the lack of availability of key personnel without whom Dartington Learning cannot provide its services; over- or under-demand from students; lack of funding; the acts or omissions of placement providers and other third parties; cancellation of third party licences; changes in the requirements of a commissioning or accrediting body; strikes and other industrial action; and other events such as government restrictions, civil unrest, severe weather or failure of public or private communications networks.

16.2 If Dartington Learning's services to you are affected by an event referred to in paragraph 16.1, Dartington Learning will give you as much notice as possible and:

16.2.1 if an entire programme is cancelled before its start date and you have made any payments in advance, Dartington Learning will take steps to provide you with an alternative programme or will refund those payments to you; and

16.2.2 If part of a programme is cancelled (after its start date) or changed (either before or after its start date), Dartington Learning will take steps to mitigate the effects on the services it provides to you (which may include providing you with an alternative programme).

16.3 Dartington Learning also reserves the right to cancel a programme or course before that programme or course starts in circumstances where:

16.3.1 An insufficient number of applications, offers or acceptances mean that the student experience cannot be guaranteed; or

16.3.2 The programme or course is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

## **17. Termination of the Contract by Dartington Learning**

17.1 Apart from its other rights to terminate under the terms of this contract, Dartington Learning may terminate its contract with you with immediate effect by notifying you in writing, if you:

17.1.1 Fail to pay any outstanding tuition fees;

17.1.2 Do not enrol on your course;

17.1.3 Fail to satisfy visa checks and requirements or have your visa withdrawn;

17.1.4 Are withdrawn from Dartington Learning for any reason whatsoever;

17.1.5 Are convicted of a criminal offence; or

17.1.6 Commit a material breach or repeated breaches.

17.2 Your admission and registration at Dartington Learning are also subject to:

17.2.1 Any requirements set out in Dartington Learning's offer to you;

17.2.2 Any entry and attendance requirements relevant to your programme of study;

17.2.3 Any health, welfare, fitness to practice screening and criminal record checks which apply to your programme; and

17.2.4 Any immigration or visa checks and requirements that may apply from time to time.

17.3 Any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of Dartington Learning if your application is found to contain information that is false or misleading or there are significant omissions.

## **18. Contact with Dartington Learning**

18.1 If you wish to contact Dartington Learning in writing or are required to give Dartington Learning written notice of any matter, you can send this to Dartington Learning by hand, by e-mail ([admissions@dartington.org](mailto:admissions@dartington.org)) or by pre-paid post to, Dartington Learning

Administration, The Old Postern, Dartington, Totnes, Devon, TQ9 6EA, UK. Dartington Learning will contact you in writing to confirm receipt of this.

18.2 If Dartington Learning has to contact or notify you in writing, it will do so by personal delivery, e-mail to the email address you provide, hand-delivered to you in person or your accommodation at Dartington Learning, or pre-paid post to the most recent contact address you provide to Dartington Learning (if not residing in College accommodation).

18.3 You must inform Dartington Learning as soon as possible if there are any changes in your contact details

Dartington Learning is not responsible if you fail to read notices sent to you in accordance with paragraph 18.2.

## **19. University of Plymouth Students' Union**

19.1 Dartington Learning is an academic partner of the University of Plymouth (the "University") and as such, students at Dartington Learning will automatically become members of the University of Plymouth Students Union. This is a separate organisation from Dartington Learning and the University. Except to the extent required by law, neither Dartington Learning nor the University will be responsible for the acts or omissions of the Students' Union, whether taking place on College premises, on the University's campus, or elsewhere.

19.2 When you register as a student with Dartington Learning, your details will be passed to the University of Plymouth Students' Union in accordance with Schedule 1 and you will automatically become a member. The Student Union will be responsible for providing you with necessary information about how they use your personal information, including appropriate privacy notices. However, you have the option to opt-out at the outset or during the course of your studies by contacting the Postgraduate Administration Team at Dartington Learning.

19.3 If you choose not to be a member of the Students' Union, you will not be unfairly disadvantaged. However, you will be prevented from:

19.3.1 Voting in general meetings, elections or referenda of the Students' Union; or

19.3.2 Standing in any elections or holding office in any part of the Students' Union.

## **20. What if Something Goes Wrong?**

20.1 Dartington Learning aims to provide high quality services to its students. Unfortunately, there may be an occasion where something goes wrong. Whatever your complaint, you can expect it to be dealt with promptly and fairly.

You will not be treated less favourably or disadvantaged by making a complaint or appeal on an academic matter.

20.2 Issues or problems should be raised in the first instance with Tutors or other members of College staff. Dartington Learning undertakes to work with you to resolve your issue.

If you are unable to resolve a complaint or appeal with Dartington Learning, you may take your complaint to the relevant awarding body for your programme. Where this is the

University of Plymouth, information is available at <https://www.plymouth.ac.uk/student-life/your-studies/essential-information/complaints-appeals-and-conduct>

For University of Plymouth awards delivered by Dartington Learning, you may also be entitled to refer the matter to the Office of Independent Adjudicator (or any organisation that replaces it). Please check the Office of Independent Adjudicator's website at [www.oiahe.org.uk](http://www.oiahe.org.uk) for further information. You may also be able to use the Online Dispute Resolution platform to assist in resolving a dispute relating to your programme which is available at: <http://ec.europa.eu/consumers/odr/>.

20.3 You have legal rights in relation to any College services which are not provided with reasonable skill and care. Advice about your legal rights is available from Student Union Advice Centres, Citizens' Advice Bureaux or Trading Standards offices. Nothing in your contract with Dartington Learning will affect these legal rights.

## **21. College Information**

21.1 Schumacher College and Dartington Arts School are activities of The Dartington Hall Trust. The Dartington Hall Trust is registered in England as a company limited by guarantee and a charity. The Trust is registered in England as a company limited by guarantee (Company no. 1218378) and a charity (Charity no. 279756). The Registered office is, The Elmhist Centre, Dartington Hall, Totnes, TQ9 6EL. VAT no. 402196875.

21.2 The main awarding body for postgraduate awards at Dartington Learning is Plymouth University, which is the preferred name of University of Plymouth, a higher education corporation under section 121 of the Education Reform Act 1988 and an exempt charity under the Charities Act 2011. Plymouth University is regulated by the Higher Education Funding Council of England and is required to comply with the code of practice and academic quality standards maintained by the Quality Assurance Agency for Higher Education (or any organisation that replaces it).

## **22. Other Important Terms**

22.1 If there is any conflict or inconsistency between this document and the other documents which form part of your contract with Dartington Learning, the various documents will apply in the following order of priority:

22.1.1 Dartington Learning's offer to you;

22.1.2 This document;

22.1.3 Dartington Learning's website;

22.1.4 The provisions of Dartington Learning prospectus that applies to your programme; and

22.1.5 Any agreement that is specific to your programme.

22.2 Dartington Learning may transfer its rights and delegate its obligations under this document to another organisation. However, Dartington Learning will always notify you in writing if this happens and will ensure that no such transfer or delegation will affect your rights under this document.

22.3 Your contract with Dartington Learning (of which this document forms part) is between you and Dartington Learning. No other person shall have any rights to enforce any of its terms.

22.4 Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.

22.5 If you are in breach of your contract with Dartington Learning and Dartington Learning decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requires you to perform your obligations, that will not mean that Dartington Learning has waived its rights against you for that or any other breach, nor that you have been released from those obligations.

22.6 This document is governed by English law. You and Dartington Learning both agree to submit to the non-exclusive jurisdiction of the English courts.

#### **ADDENDUM 1 – additional contract terms for international students on Tier 4 visas, on ‘Low Residency Programmes’**

Low Residency Programmes (LRPs) are Dartington Learning Programmes which are delivered in the form of short, intensive periods, during which students reside on the Dartington campus, interspersed with periods during which they are supported in their learning through electronic media. Where a non-UK student enrolls on this type of programme on a Tier 4 Study Visa, special conditions attach to the contract between that student and Dartington Learning. This is because of the special terms that attach to Tier 4 sponsorship and the conditions imposed by UK Visas and Immigration (UKVI) upon sponsors.

Students on Tier 4 visas who are studying on LRPs have specific obligations that are considered part of their Student Contract. These are:

**Leaving the UK** – Tier 4 LRP students agree that they will not leave the UK for longer than 30 days at a time during the period of their Tier 4 visa sponsorship. This restriction does not include return to home country due to illness or compassionate circumstances, eg attending a funeral, but such extensions are exceptional and must be clearly notified to the Dartington Learning Administration Team.

**Working in the UK** – Tier 4 LRP students agree that they will not engage in or actively seek full or part-time work during their time in the UK.

**Notification of whereabouts** – Tier 4 LRP students agree to inform the Dartington Learning Administration Team of their location at all times when in the UK. This obligation applies, for example, where a student travels within the UK to attend events or visit friends.

**Terms of the Tier 4 visa** – Tier 4 LRP students agree to be familiar with and abide by all of the terms of the visa.

## **SCHEDULE 1 – Your personal information**

### **Privacy Notice for Schumacher College and Dartington Arts School students**

We are committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after your studies with Dartington Learning.

As Dartington Learning's parent charity, the Dartington Hall Trust is the "data controller" for your personal information. This means that we are responsible for deciding how we hold and use personal information about you. You should retain a copy of this privacy notice for your records.

It is important that you read this notice together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

#### **1. DATA PROTECTION PRINCIPLES**

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

#### **2. THE KIND OF INFORMATION WE HOLD ABOUT YOU**

Personal data, or personal information, means *any information about an individual from which that person can be identified*. It does not include data where the identity has been removed (known as anonymous data).

There are "special categories" of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation.

We may collect, store, and use the following categories of personal information about you as part of the application and enrolment process, as well as necessary information which Dartington Learning will process whilst you are a student:

- The information you have provided on our application form and enrolment process
- Personal contact details such as name, title, addresses, telephone numbers, and email addresses
- Date of birth
- Gender
- Next of kin and emergency contact information
- Bank account and payment details

- Photographic identification (such as a driving licence or passport)
- Proof of UK residency or visa related information
- Student records (including any attendance, assessments, disciplinary and any other information relevant to you and your studies at Dartington Learning )
- CCTV footage and other information obtained through electronic means such as swipe card records (where applicable)
- Information about your use of our ICT systems
- Photographs and video/audio recordings

We may also collect, store and use the following “special categories” of more sensitive personal information:

- Information about your race or ethnicity
- Information about your health, including any relevant medical or health condition
- Information about criminal convictions and offences (where declared).

Dartington Learning may check the accuracy of information held and processed with external sources or databases

### **3. HOW IS YOUR PERSONAL INFORMATION COLLECTED?**

We collect personal information about you through your application to study at Dartington Learning, either directly from you or from someone acting on your behalf or instruction. We may sometimes collect additional information from third parties including your former places of study, or other agencies such as the UK Visas & Immigration service.

We will continue to collect additional personal information in the course of studies throughout the period that you study with us.

We collect personal information about students from the following sources:

- You, the student.
- Partner universities/Colleges and awarding bodies
- Sponsoring body, sponsoring employer or government agency (if applicable)
- Third party assessors, mentors or equivalent
- Disclosure and Barring Service in respect of criminal convictions (if applicable)
- UK Visas and Immigration (if applicable)
- Your named referees (as part of the application process)
- Audio and/or video recordings of lectures and other educational events and activities in which you may be involved.

Dartington Learning may record or photograph you and other students for promotional and other purposes. Wherever possible, Dartington Learning will notify you of this and provide an opportunity for you to request to be excluded from such activity.

### **4. HOW DARTINGTON LEARNING WILL USE INFORMATION ABOUT YOU**

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. To honour the contract we have entered into with you
2. Where we need to comply with a legal obligation
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests

We may also use your personal information in the following situations, which are likely to be rare:

1. Where we need to protect your interests (or someone else's interests)
2. Where it is needed in the public interest or for official purposes

Examples of situations in which we will process your personal information are listed below.

<b>To honour our contract with you</b>	<b>To comply with legal obligations and academic regulations</b>	<b>for our legitimate interests (or those of a third party)</b>
<ul style="list-style-type: none"> <li>• Administering and upholding the contract we have entered into with you</li> <li>• Analyse student records to monitor quality and performance</li> <li>• Provide you with services and support (including disability assistance and learning support)</li> <li>• Performance management and assessment</li> <li>• Making arrangements for the termination of our contract</li> <li>• Monitoring and reporting attendance and managing sickness or other absences</li> </ul>	<ul style="list-style-type: none"> <li>• Checking you are legally entitled to reside and study in the UK</li> <li>• Dealing with legal disputes involving you, or other students including accidents</li> <li>• Complying with health and safety obligations</li> <li>• To prevent fraud</li> <li>• To prevent plagiarism</li> <li>• To ensure the security of our network and information including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution</li> <li>• Equal opportunities monitoring</li> </ul>	<ul style="list-style-type: none"> <li>• Making a decision about your application or enrolment</li> <li>• Carry out background and reference checks, where applicable.</li> <li>• Manage student finances, collecting tuition fees and recovering outstanding debts</li> <li>• Take disciplinary action (where necessary)</li> <li>• To communicate with you and share news, plans and activity relating to Dartington Learning or your studies</li> <li>• Management and development of the Schumacher Worldwide (Dartington Learning's alumni network)</li> <li>• Enrolment in Plymouth University Students' Union (if applicable)</li> <li>• Management of accommodation and property</li> <li>• To monitor your use of our information and communication systems to ensure compliance with our ICT policies</li> <li>• To conduct data analytics studies to review and better understand our audience and market</li> </ul>

Some of the reasons for processing will overlap and there may be several grounds which justify our use of your personal information.

### **If you fail to provide personal information**

If you fail to provide certain information when we request it we may not be able to perform the contract we have entered into with you, or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our students).

### **Change of purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

We may process your personal information without your knowledge or consent in compliance with the above where this is required or permitted by law.

## **5. HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION**

Special categories of particularly sensitive personal information require higher levels of protection and we are required to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate process and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

1. (In limited circumstances) with your explicit written consent.
2. Where we need to carry out our legal obligations or exercise rights in connection with your employment.
3. Where it is needed in the public interest, such as for equal opportunities monitoring, or in relation to our occupational pension scheme.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will use your particularly sensitive personal information in the following ways:

- We will use information about your physical or mental health, or disability status, to ensure your health and safety at Dartington Learning and assess whether we need to provide reasonable adjustments to ensure you have a fair opportunity to undertake and complete your studies.
- We will use any information about your race to ensure meaningful equal opportunity monitoring and reporting. Where it is used for this purpose it is decoupled from your other records and anonymised where possible. Only the aggregated data will be disclosed unless we are legally required to do otherwise.
- We may need to consider information about your physical or mental health during your time as a student to make a decision on your ability to continue with your studies.

### **Do we need your consent?**

We do not need your consent if we use special categories of your personal information in

accordance with our policies to carry out our legal obligations or exercise your specific rights. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to offer your consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## **6. INFORMATION ABOUT CRIMINAL CONVICTIONS**

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

Less commonly, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

Any person with a criminal conviction will have been asked to declare that on their application form. We will use information about criminal convictions and offences to assess the suitability to your study at Dartington Learning and comply with any relevant law or regulation.

We are allowed to use your personal information in this way to carry out our obligations, among other things, in relation to safeguarding and fraud prevention. We have in place an appropriate procedure and safeguards which we are required by law to maintain when processing such data.

## **7. AUTOMATED DECISION-MAKING**

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

1. Where we have notified you of the decision and given you 21 days to request reconsideration.
2. Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
3. In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent, or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

## **8. DATA SHARING**

We may have to share your data with third parties, including academic partners, third-

party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

Where we need to transfer your personal information outside the EU we will communicate this to you before doing so. Whenever we share information outside of the EU you can expect the same degree of protection in respect of your personal information.

### **Why might you share my personal information with third parties?**

We will share your personal information with third parties where required by law, where it is necessary to administer the contractual relationship with you or where we have another legitimate interest in doing so.

Third parties include third party service providers (including contractors and designated agents) and other entities within our group. The following activities are handled (either in whole or part) by third-party service providers: Customer Relationship Management (CRM) systems, improper citation/plagiarism assessment, work/final submission assessment, and student assistance and wellbeing programmes.

Whenever we share your information with a third-party service provider or processor we will ensure appropriate data sharing or data processing agreements are in place.

### **Which third-parties process my personal information?**

- The awarding university for the award you are registered for (either the University of Plymouth or University of Wales Trinity St David)
- The University of Plymouth Students' Union (where Plymouth University is the awarding body)
- Relevant council tax offices and electoral registration officers
- Student Finance England and any relevant sponsoring body
- The Home Office, UKVI, Higher Education Statistics Agency and professional and regulatory bodies
- debt collection agents, third party service providers and external research and survey organisations as appropriate or required
- Third party placement providers and colleges (where applicable)
- Third party mentors, assessors or equivalent (where applicable)
- GradIntel, employers and prospective employers (for reference purposes)
- Turnitin® UK (the system to help assessors check students work for improper citation and potential plagiarism).

This list is not exhaustive and Dartington Learning may also disclose personal data held about you to other parties if it is under legal obligation or it considers it to be in your vital interests to do so.

### **How secure is my information with third-party service providers and other entities in our group?**

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes without your prior notification or permission. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

## **The University of Plymouth Students' Union**

Where the University of Plymouth is the awarding body for your course, we will provide basic details about you to the University of Plymouth Students' Union so it can provide you with appropriate services. The University of Plymouth Students' Union will be responsible for providing you with the necessary information about how they will use your personal information and you will retain the right to opt-out at the outset or during the course of your studies.

The provision of information from Dartington Learning to the Students' Union is governed by a separate data sharing agreement between Dartington Learning, University of Plymouth and the University of Plymouth Students' Union.

## **Transferring information outside the EU**

Where the nature of your course of studies requires us to share your information outside of the EU we will inform you beforehand and ensure adequate protections and safeguards are in place. In limited circumstances we may require your explicit consent and will always explain the risks and consequences relating to that specific situation.

Situations where we are likely to need to share your information outside of the EU include:

- where an element of your studies require you to partake in activities or learning overseas;
- Where you have been matched with a mentor, assessor or equivalent who is based outside of the EU.

## **9. DATA SECURITY**

We have put in place measures to protect the security of your information in accordance with Dartington's ICT Acceptable Use Policy.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## **10. DATA RETENTION**

### **How long will Dartington Learning use and retain my information for?**

Dartington Learning will only retain personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our retention policy which you will be provided. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or

disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you.

### **For how long will the awarding body use and retain my information?**

Dartington Learning's awarding bodies also undertake to retain information only for as long as necessary to fulfil the purposes for which it was originally collected. Details of the retention periods may vary according to type of data.

Data which has been anonymised in a manner that it can no longer be associated with any individual may be used by Dartington Learning's awarding bodies without further notice to you.

### **Schumacher Worldwide**

Upon graduating from your studies at Dartington Learning you will automatically become a member of Schumacher Worldwide (Dartington Learning's alumni network). This is an online service to support you in connecting, collaborating and learning with other individuals who have studied at and participated with Dartington Learning. More information and an appropriate privacy notice will be provided to you at that time and you will retain the right to opt out from the outset or at any point in the future.

## **11. RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION**

### **Your duty to inform us of changes**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us. You can manage changes to some of your personal information via Dartington Learning's Postgraduate Administration Team ([admissions@dartington.org](mailto:admissions@dartington.org)).

### **Your rights in connection with personal information**

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request a correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected. You may also request for supplementary information to be added to your information where relevant and appropriate.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the Post Grad Admin Team in writing ([admissions@dartington.org](mailto:admissions@dartington.org)).

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded, excessive or repetitive. Alternatively, we may refuse to comply with the request in such circumstances.

### **What we may need from you**

We will need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

## **12. RIGHT TO WITHDRAW CONSENT**

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact Dartington Learning's Administration Team ([admissions@dartington.org](mailto:admissions@dartington.org)). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

## **13. DATA PROTECTION OFFICER**

We have appointed our Company Secretary as the Data Protection Lead to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the Dartington Hall Trust Company Secretary ([trust@dartington.org](mailto:trust@dartington.org)). You also have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

## **14. CHANGES TO THIS PRIVACY NOTICE**

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.