



Oxford Royale Academy
inspirational cultural and academic courses

TERMS & CONDITIONS FOR ONLINE COURSES

Enrolling students (and where applicable their parents or legal guardians) are bound by the following terms and conditions ("**this Contract**") when it comes into effect in accordance with Clause 2.4.

The enrolling student and where applicable their parents or legal guardians must ensure that they fully understand the terms of this Contract, which is written in English, (and, if necessary, take appropriate advice to enable them to do so) before they register for a course.

If the Student is aged over 18 at the time of entering into this Contract, they do so themselves or by their duly authorised agent acting on their behalf (although the Student shall be the party to this Contract). If the Student is aged under 18 at the time of entering into this Contract, a parent or legal guardian must enter into this Contract on the Student's behalf (and both the contracting parent or legal guardian and the Student shall be parties to this Contract).

1. Provision of particulars

The Student shall provide Oxford Royale with their full name, address, email address and date of birth, and any other information requested by Oxford Royale (whether as part of the registration process, as part of the process of creation of an online account, or at any other time) promptly on demand. The Student undertakes to Oxford Royale that all such information is and will be accurate, current and complete at all times and that the Student will maintain and update such information to keep it accurate, current and complete.

2. Registration and payment of the Course Fee

- 2.1. Registration for the Course constitutes an offer by the Student to take a place on the Course and no contract shall come into effect until the Student's offer is accepted by Oxford Royale in accordance with Clause 2.4.
- 2.2. In order to register for the Course, the Student shall pay to Oxford Royale the Course Fee in pounds sterling (or by applying a voucher issued by Oxford Royale in payment or part payment). Oxford Royale may in its absolute discretion request only part payment of the Course Fee by way of deposit at the point of registration (a "**Deposit**").
- 2.3. By paying the Course Fee or Deposit the Student communicates their acceptance of this Contract, but this is

without prejudice to any previous acceptance by the Student of this Contract.

- 2.4. When Oxford Royale confirms in writing the Student's place upon the Course, this Contract shall come into and be of effect. If Oxford Royale does not confirm the Student's place on the Course, Oxford Royale shall reimburse to the Student the Course Fee or Deposit received from them without undue delay. Any payment made by voucher shall be refunded in voucher form.
- 2.5. If Oxford Royale has accepted payment of a Deposit on registration, the balance of the Course Fee shall be paid by the Student or on the Student's behalf to Oxford Royale by any stipulated due date, but in any event not later than 90 days before the start date of the Course.

3. Further payment terms

- 3.1. Any payment made by the Student (or on the Student's behalf) to Oxford Royale shall be made in such manner as Oxford Royale shall stipulate.
- 3.2. The Student is responsible for covering any applicable bank charges when making payments to Oxford Royale.
- 3.3. All payments shall be made by the Student or on the Student's behalf without set-off or deduction of any kind in Pounds Sterling, provided that the online platform used by Oxford Royale for handling payments may for ease of use convert amounts into local currencies.
- 3.4. Oxford Royale reserves the right to make changes to the Course Fee to take account of error, omissions, or other factors beyond Oxford Royale's reasonable control.
- 3.5. If any amount remains unpaid after its due date, the Student shall pay to Oxford Royale in addition interest thereon at 2 percent compounded and added to capital per calendar month (or part thereof) from the due date until the date of payment (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) without prejudice to any other rights or remedies of Oxford Royale.
- 3.6. For the avoidance of doubt, and without prejudice to any other part of this Contract, the Student will not be permitted to commence the Course if any monies owing to Oxford Royale remain unpaid by the start date of the Course, and in such circumstances Oxford Royale may terminate this Contract pursuant to Clause 7.

4. Booking incentives

Oxford Royale may from time to time offer various booking

incentives. Any incentive available at the time of original booking shall apply to the booking in accordance with its own stated terms and, where any such incentive applies, shall take precedence over the terms of this Contract insofar as it may conflict with them. Any incentive which had ceased to be available at the time of booking shall not apply to the booking. Any incentive which may be made available subsequent to the time of booking shall not apply to the booking unless Oxford Royale in its absolute discretion determines to extend such incentive to existing bookings.

5. The Student's right to cancel within 14 days

- 5.1. The Student has the right to cancel this Contract, without giving any reason, within 14 days of its coming into effect in accordance with clause 2.4 ("**Cancellation Period**").
- 5.2. To exercise the right to cancel, the Student shall inform Oxford Royale of their decision to cancel this Contract by a clear written statement sent by fax to +44 (0) 845 280 01 22, by email to admin@oxford-royale.co.uk, or by post to The Punt House, St Catherine's College, Manor Road, Oxford, OX1 3UJ, United Kingdom. The Student may use the model cancellation form available on Oxford Royale's website, but it is not obligatory to do so.
- 5.3. To meet the cancellation deadline, it is sufficient for the Student to send their communication concerning their exercise of the right to cancel before the Cancellation Period has expired.
- 5.4. If the Student cancels this Contract in accordance with this Clause 5, Oxford Royale shall reimburse to the Student all payments received from them in respect of this Contract. The reimbursement shall be made without undue delay, and not later than 14 days after the day on which Oxford Royale receives the Student's decision to cancel this Contract. Oxford Royale shall make the reimbursement using the same means of payment as the Student used for the initial transaction, unless the Student has expressly agreed otherwise; in any event, the Student will not incur any fees as a result of the reimbursement. Where payment or part payment has been made by or on behalf of the Student using a voucher issued by Oxford Royale, the value of the voucher shall be refunded in the form of another voucher.
- 5.5. If the Student requested that the performance of services begin during the Cancellation Period (including by booking a course which commences during the Cancellation Period), the Student shall pay Oxford Royale an amount which is in proportion to the services which have been performed up to the point at which Oxford Royale receives the Student's communication of cancellation of this Contract, in comparison

with the full coverage of the Contract.

6. Cancellations, terminations and refunds not falling within Clause 5

This Clause shall apply to any cancellation by the Student not falling within Clause 5 and shall be without prejudice to that clause. No purported cancellation shall be of effect unless given in writing (by fax to +44 (0) 845 280 01 22, by email to admin@oxford-royale.co.uk, or by post to The Punt House, St Catherine's College, Manor Road, Oxford, OX1 3UJ, United Kingdom) in legible and unambiguous English. Any such cancellation shall be of effect only from the date of actual receipt by Oxford Royale and shall be on the following terms:

6.1 Cancellations before start date

The Course Fee shall be refunded in accordance with the following table, by reference to the number of days before the start date of the Course on which the Student's notice of cancellation is received:

Period before start date	% refund
120 days +	100
90-119 days	50
45-89 days	10
0-44 days	0

All refunds shall be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Oxford Royale as well as after deduction of a cancellation charge of £50.

6.2 Cancellations or terminations on or after start date

Where a cancellation or termination of a course occurs on or after the start date for any reason and whether by the Student or by Oxford Royale the Student shall receive no refund of any Course Fee paid or incurred.

6.3 Cancellation or postponement by Oxford Royale, and changes to the Course

Oxford Royale reserves the right to cancel the Course owing to insufficient demand or where other factors beyond Oxford Royale's reasonable control necessitate it. If such cancellation does not fall within the circumstances provided for in Clauses 12 and 13, and if the Student does not wish to accept a place on an alternative course, Oxford Royale shall refund to the Student any Course Fee paid.

6.4 Vouchers

In the event that Oxford Royale makes a refund of any Course Fee paid to it, either where obliged to do so by this Contract or

as a gesture of goodwill, it shall be entitled to issue such a refund in the form of a voucher, which may be credited against the cost of another course or courses run by Oxford Royale.

6.5 Postponement

The Student shall not be entitled to postpone their registration or carry forward any fees paid to a subsequent course at a later date, but Oxford Royale may allow this in its absolute discretion. If the Student wishes to explore these options, they should contact Oxford Royale by email to admin@oxford-royale.co.uk, via the chat facility on Oxford Royale's website, or by requesting support on the Oxford Royale Portal at <https://portal.oxfordroyale.com>.

6.6 Cancellation of the Course for medical reasons

In the event of the Student becoming ill before or during the Course and being unable to attend the Course or any part of it in consequence thereof, no refund of any fees will be made save as provided in Clause 6.1 above.

6.7 Transfer of place and re-application of monies paid

Without prejudice to Clause 14, the Student may not transfer their place on the Course to another person or request that any monies paid be applied in discharge (whether whole or partial) of fees or other sums owed by another student. For the avoidance of doubt, this Clause 6.7 shall apply whatever the reason given for requesting a transfer of a place or re-application of monies paid, including illness arising before or during the Course.

6.8 Transfer to another course

Should the Student wish to transfer to another course, they may request such a transfer by email to admin@oxford-royale.co.uk, via the chat facility on Oxford Royale's website, or by requesting support on the Oxford Royale Portal at <https://portal.oxford-royale.com>. In such circumstances, Oxford Royale shall endeavour to fulfil the Student's request (subject to availability of a place and other relevant factors) but shall be under no obligation to do so. If Oxford Royale agrees to the transfer, an administration charge of £50 shall be payable in advance of the transfer being effected. If the course to which the Student wishes to transfer has a higher course fee than the original course, the balance of the additional course fee shall be paid forthwith. If the course to which the Student wishes to transfer has a lower course fee than the original course, Oxford Royale may in its absolute discretion refund the difference (but shall not be obliged to), and if such a refund is made it will be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Oxford Royale.

7. Termination

7.1 Oxford Royale shall be entitled forthwith to terminate this Contract (and any contract for a course or courses booked but which have not yet commenced) by written notice to the Student if:

(a) any monies owing to Oxford Royale are outstanding after the due date for payment; or

(b) without prejudice to Clause 7.1(a) the Student commits any breach of the provisions of this Contract or of any other contract relating to a course provided by Oxford Royale, and, in the case of a breach capable of remedy without risk of detriment to other students as perceived in its absolute discretion by Oxford Royale, fails to remedy the same within 14 days (where the breach has occurred prior to the start date of the Course) or within 24 hours (where the breach has occurred on or after the start date of the Course) after the giving of a written notice particularising the breach and requiring the same to be remedied; or

(c) the Student or anyone acting on their behalf uses language which Oxford Royale in its absolute discretion considers threatening, obstructive, offensive, or abusive in communication, whether written or oral, with Oxford Royale.

7.2 For the purpose of but subject to Clause 7.1(b) a breach shall be considered capable of remedy if the Student can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).

7.3 The rights to terminate this Contract conferred by this Clause 7 shall be without prejudice to any other right or remedy of Oxford Royale in respect of the breach concerned and any other breach.

8. Consequences of complete or partial termination

8.1 Upon registration for a course the Student is committed to taking up the place on the Course and paying the full Course Fee and requests for refunds following cancellation or termination after the Course has started shall be treated solely in accordance with Clause 6.

8.2 Oxford Royale accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 7.1 only.

8.3 Where this Contract has been terminated, the Student shall be excluded from access to the Platforms.

8.4 Upon termination of this Contract (for whatever reason), Oxford Royale shall automatically be discharged from any further obligation under this Contract.

9. The Student's responsibilities

9.1 Participating in classes

9.1.1 Students are expected to participate fully in all classes and to join the online classroom punctually for the specified start time with all the equipment they need, and in a fit state to participate properly.

9.1.2 Students must have their webcam switched on at all times during classes, unless the tutor has given permission for webcams to be switched off.

9.1.3 Unless their circumstances render it unavoidable, no other person should be in the room with the Student when they are participating in a class (in order to minimise background noise and disruption to the class generally).

9.1.4 If the Student needs to miss a class, they shall notify the Programme Co-ordinator beforehand providing as much information as possible as to the reasons for their intended absence. Without prejudice to any other criteria which the Student must meet in order to pass the Course and receive a completion certificate, the Student must attend all classes except those in respect of which they have the Programme Co-ordinator's prior written approval for absence.

9.1.5 Oxford Royale shall not be responsible for making up for teaching time lost as a consequence of the Student's illness, lateness, or other failure to attend any part of the Course.

9.1.6 A Student who (in the absolute opinion of Oxford Royale) repeatedly misses classes with insufficient excuse may be dismissed from the Course.

9.2 Mobile phones and devices

During classes, the Student must not use mobile phones or other devices except for participating in the Course and undertaking Course activities and assignments.

9.3 Plagiarism

Plagiarism is not tolerated. Plagiarism includes, but is not limited to: submitting work done by another person as one's own; failing to credit ideas found in sources, whether print or electronic, with appropriate notes and bibliographic references; failing to enclose borrowed phrases or sentences within quotation marks; and turning in a single assignment for two different courses without advance permission from both instructors. A Student found to have submitted plagiarised work (in the absolute discretion of Oxford Royale) will be dismissed from the Course. If the Student has already completed the Course, their certificate may be rescinded.

9.4 Dress code

Dress and appearance shall not be such as would impede or be disruptive to the educational process. This requires a level of common sense from the Student, but examples of items which would breach this requirement include but are not limited to: offensive language/slogans on clothing, revealing clothing, and clothing or headwear that obscures the Student's face (except where worn for religious reasons).

9.5 Behaviour

9.5.1 The Student shall treat Oxford Royale staff members and their fellow students with courtesy, and shall cooperate with Oxford Royale staff in all matters related to the Course.

9.5.2 The Student shall refrain from any behaviour or language which in the absolute opinion of Oxford Royale may be taken as rude, derogatory, discriminatory, demeaning, bullying, disrespectful, offensive, abusive, inappropriate, or disruptive to the educational process.

9.6 Use of the Platforms

9.6.1 The Student shall comply with the regulations for use of the Platforms set out in the Schedule, and agrees to be bound by the provisions of the Schedule.

9.6.2 To participate in the Course the Student will need, and is responsible for ensuring that they have, a stable internet connection and a device with a webcam and microphone.

9.6.3 The Student is advised to check well in advance of the Course commencing, and ideally before booking the Course, that the Platforms are available in the country from which they will seek to access them, and compatible with their hardware and software.

9.6.4 Oxford Royale shall not be liable in the event that the Student is unable to access the Course or any part of it owing to territorial restrictions on the Platforms, the incompatibility of the Student's hardware or software, or the failure of the Student's device or internet connection. Oxford Royale shall not be responsible for making up for any Course content lost as a consequence of such technical issues.

9.6.5 The Student shall not record, publish, or distribute any lectures, classes, workshops or events which are part of the Course. The Student shall not take, publish, or distribute any screenshot of any aspect of the Course without the prior written permission of the tutor and the permission of every person visible in the screenshot.

9.6.6 Oxford Royale reserves the right to suspend access to the

Platforms at any time for operational, regulatory, legal or other reasons.

9.7 Further academic requirements

9.7.1 The Student is expected to complete any assignments within the allotted time.

9.7.2 All courses are taught in English (unless otherwise specified) and the Student is therefore expected to use English at all times while participating in Course activities (unless otherwise instructed) to ensure that others are also able to participate.

9.7.3 Individual courses will have their own requirements, specifying objectives and standards to be met. The Student will be expected to meet these.

9.8 Dismissal from the Course

9.8.1 Failure or refusal to abide by the standards set out in this clause 9 (in the sole opinion of Oxford Royale) may lead to exclusion from an individual class or dismissal from the Course.

9.8.2 A Student who has been dismissed from the Course will not receive a course completion certificate.

9.8.3 As provided in Clause 6.2, no portion of fees will be refunded to a Student who has been dismissed.

9.8.4 Dismissal of the Student from the Course shall constitute a termination of this Contract under Clause 7.1(b).

9.8.5 Students who have been dismissed from a course may not be permitted to take another course with Oxford Royale in the future.

9.9 Other Student terms

9.9.1 Oxford Royale reserves the right not to issue, or to rescind, the Student's certificate and/or academic reports where the Student has in the opinion of Oxford Royale breached any or all of the terms contained in this Contract.

9.9.2 Without prejudice to any other provision of this Contract, the Student shall at all times indemnify and keep indemnified Oxford Royale against all expenses, costs, claims, damage and loss arising from or in connection with any act or omission of the Student, including any breach of this Contract or the Student's use of the Platforms.

9.9.3 The Student shall be required to meet all academic and English language proficiency requirements which Oxford Royale has stipulated as prerequisites for participating in the Course in its promotional literature (whether in digital or printed form) or

during the booking process. If, in the absolute discretion of Oxford Royale, the Student does not meet the required standards, Oxford Royale shall endeavour to transfer the Student to an alternative course for which the Student has the necessary abilities to participate properly; in selecting an alternative course, Oxford Royale will consult with the Student but will retain absolute discretion over the choice of course. If for any reason it is not possible or practical to transfer the Student onto another course (including because the Student's command of English is too rudimentary), the Student may be removed from the Course and this Contract terminated in accordance with Clause 7.1(b).

9.9.4 The Student shall not commit a criminal or civil offence, or provide false qualifications or personal information or other fraudulent documentation.

10. Oxford Royale's responsibilities

Oxford Royale shall deliver the Course using reasonable care and skill.

11. Intellectual property

11.1 Oxford Royale is the owner or licensee of all necessary intellectual property rights in all aspects of the Platforms, the Online Content, and the Course including the technology, source code, all content, software, scripts, images, graphics and audio (the "Online IPR").

11.2 The Online IPR is protected to the fullest extent possible by copyright laws. All such rights are reserved. The Student agrees that the Online IPR remains the property of Oxford Royale or the licensor, as applicable, and that all updates and modifications to the Online IPR will vest in Oxford Royale or the licensor, as applicable. The Student shall have no rights in or to the Online IPR other than the right to use it in accordance with the terms of the licence contained in this Clause.

11.3 Subject to the Student's compliance with this Contract, Oxford Royale hereby grants the Student for the duration of the Course a fully revocable, worldwide, non-exclusive, non-transferable, non sub-licensable limited right and licence:

11.3.1 to access and use the Platforms, and the Online Content as an individual only, solely as necessary to participate in the Course as permitted by this Contract; and

11.3.2 to download permitted content from the Online Content for the Student's personal educational use.

11.4 The Student shall not publish or distribute to any third party any of the Online Content.

11.5 The Student shall abide by all copyright notices or restrictions contained on the Platforms.

12. Limitation of liability

12.1 Oxford Royale shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from negligence of Oxford Royale, its employees agents consultants subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.

12.2 Without limiting the generality of this Clause 12 or of the Contract as a whole, Oxford Royale will not accept liability in the following circumstances:

- (a) if the failure or breach of this Contract is in whole or in part the fault of the Student;
- (b) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond Oxford Royale's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (c) if the failure or breach of this Contract is in whole or in part attributable to any event which Oxford Royale or the supplier of any service, even with all reasonable care, could not foresee or forestall.

12.3 Where Oxford Royale makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to Oxford Royale or its insurers any rights the Student may have to pursue any other third party. The Student must thereafter provide Oxford Royale and its insurers with all assistance requested in the pursuit of any such claims.

13. Force majeure

Without prejudice to Clause 12, Oxford Royale shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract arising wholly or partially out of circumstances beyond its control including occurrences or threatened or suspected occurrences of activities of suspected terrorists, human or animal disease (including COVID-19 and any future pandemic), fire or flood, natural disaster, disruption to air traffic, withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority or fear of any such.

14. Assignment

14.1 This Contract is personal to the Student who may not

assign or dispose of any of their rights hereunder or sub-contract or otherwise delegate any of their obligations hereunder.

14.2 Oxford Royale shall be entitled to assign the benefit and/or burden of this Contract to any person or company without requiring any consent of the Student.

15. Notices and service

15.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by first class pre-paid post, fax transmission or email), in the case of Oxford Royale at the addresses stated in Clause 6, and in the case of the Student at their address as stated in the last communication of each type received from them.

15.2 Any notice or other information sent to the Student by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.

15.3 Any notice or other information sent by fax transmission, email or comparable means of communication shall be deemed to have been duly given on the date of transmission provided that, in the case of a fax, confirmation of transmission has been generated, and in the case of email, no "failed delivery" message has been received by the sender.

15.4 Service of any legal proceedings concerning or arising out of this Contract may be effected by causing the same to be delivered to any address provided by the Student or their parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

16. Variations

Save as otherwise expressly provided in this Contract no variation to this Contract shall be binding unless agreed in writing between Oxford Royale (acting by a director of the company) and the Student.

17. Governing law and jurisdiction

The interpretation and performance of this Contract shall be subject in all respects to English law and the Student hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any difference, claim, or dispute (including any non-contractual difference, claim, or dispute) that may occur between the parties to this Contract in relation to this Contract, its meaning, performance, subject-matter, or formation, or in relation to any other matter.

18. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable, or, if that is not possible, it shall be deemed deleted, but such deletion shall not affect the validity and enforceability of the rest of this Contract.

19. Waiver

Any waiver by Oxford Royale of any breach of any provision of this Contract shall not be considered a waiver of any subsequent breach of the same or any other provision hereof. No failure or delay by Oxford Royale to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Third party rights

The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Contract and nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this Contract.

21. No relationship of partnership, agency, or employment

Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between Oxford Royale and the Student or any other person.

22. Alterations to the Course

Oxford Royale reserves the right to make alterations without prior warning to Course start dates, Course content, and timetables, depending on the availability of lecturers and other staff and other factors.

23. Representation

The Student undertakes with Oxford Royale not to make trade mark use of any name, trade mark or logo of Oxford Royale.

24. Marketing, photography and videos

24.1 Subject to Clause 24.3 the Student agrees to participate in promotional activities undertaken by Oxford Royale which include photography, videoing, recording and other such activities.

24.2 These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns, as well as in the use of the Student's image (whether moving or still) or voice in social media posts.

24.3 Where desired the Student may opt out in advance of involvement in such marketing by sending an email requesting the same to admin@oxford-royale.co.uk, or to such other address as may be notified to the Student by Oxford Royale from time to time, in advance of the Course commencing.

25. Medical, Religious, Disability, Learning and other Policies and Procedures

It is extremely important that the Student familiarises themselves with information regarding the medical, religious, disability, learning and other policies and procedures as presented on Oxford Royale's website at <https://www.oxford-royale.com/about/useful-information/policies/key-policies-procedures/>. The Student accepts, and agrees to abide by, the said policies and procedures, as amended from time to time, set out at the URL stated in this Clause (or at such other URL at which Oxford Royale may choose to make them available).

26. Data processing

26.1 Oxford Royale's Privacy Notice for Parents, Legal Guardians, Customers and Students ("the Privacy Notice"), which is available at <https://www.oxford-royale.com/about/useful-information/policies/privacy-cookies/> (or at such other URL as Oxford Royale may choose to make it available from time to time) or on request by email to privacy@oxford-royale.co.uk, sets out, amongst other information, what personal data Oxford Royale collects, the ways in which that data is used, and with whom that data may be shared.

26.2 For the avoidance of doubt, and without prejudice to any other legal basis which Oxford Royale may have for processing that data, the Student consents to Oxford Royale processing their personal data in accordance with the Privacy Notice.

27. Complaints procedure

The Student is entitled to make a complaint by following the complaints procedure documented on Oxford Royale's website at <https://www.oxford-royale.com/about/useful-information/feedback/>.

28. Oxford Royale and the University of Oxford

Oxford Royale is not part of or otherwise affiliated to the University of Oxford or any of its constituent colleges. Oxford Royale contracts with institutions including the University of Oxford for the use of their facilities and also contracts with tutors from those institutions but does not operate under the aegis of the University of Oxford or any other university. Full details are available at <https://www.oxford-royale.com/about/host-venues/>.

29. Continuing obligations

The following provisions of this Contract shall survive expiry at

termination of this Contract howsoever it may arise and shall continue in force indefinitely:

Clause 3.5, Clause 5 (The Student's right to cancel within 14 days), Clause 7.3, Clause 8 (Consequences of complete or partial termination), Clauses 9.3, 9.8.5, and 9.9.2, Clauses 11.1, 11.2, 11.4, and 11.5, Clause 12 (Limitation of liability), Clause 15 (Notices and service), Clause 17 (Governing law and jurisdiction), Clause 18 (Severance), Clause 19 (Waiver), Clause 20 (Third party rights), Clause 23 (Representation), Clause 24 (Marketing, photography and videos), Clause 26 (Data processing), Clause 29 (Continuing obligations), Clause 31 (Definitions and interpretation), and paragraph 1.3 of the Schedule.

30. Value Added Tax (VAT)

30.1 All prices stated by Oxford Royale in its electronic and paper marketing materials are inclusive of VAT (where applicable).

30.2 Oxford Royale's VAT number is 880277603.

31. Definitions and interpretation

31.1 In this Contract the following words and phrases shall bear the following meanings:

"Course" means the programme to be provided by Oxford Royale, as described on Oxford Royale's website at the date on which this Contract comes into effect in accordance with Clause 2.4, which is the subject matter of this Contract, together with all its associated activities and arrangements.

"Course Fee" means the fee expressed to be payable for the Course in Oxford Royale's marketing material (whether print or digital) and in the online booking process.

"Online Content" means the information, services, courses and materials owned or provided by Oxford Royale on or through the Platforms;

"Oxford Royale" means Oxford Programs Limited (trading as Oxford Royale Academy), a company incorporated and registered in England under company number 6045196, with its registered office at 14 King Street, Bristol, BS1 4EF.

"Platforms" means the online software applications, platforms, programs, databases, or systems through which elements of the Course are delivered;

"Student" means the participant in the Course in respect of whom this Contract is made, and where they are a minor shall (except where the wording of any

Oxford Royale Academy, The Punt House, St Catherine's College, Manor Road, Oxford, OX1 3UJ, UK

Tel: +44 (0) 1865 954 800, Fax: +44 (0) 845 280 01 22, www.oxford-royale.com, admin@oxford-royale.co.uk

clause indicates to the contrary or in relation to the actual delivery of the Course by Oxford Royale) include their parents or legal guardians.

31.2 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a clause of, or schedule to, this Contract.

31.3 Clause headings shall not affect the interpretation of this Contract.

31.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

31.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

31.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

31.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

31.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

31.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

31.10 A reference to **writing** or **written** includes fax and e-mail.

31.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

31.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

31.13 The Schedule forms part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedule.

SCHEDULE

Use of Oxford Royale's Online Platforms

1. Acceptable use of the Platforms

1.1 The Student's use of and access to the Platforms and the Online Content is subject to the following conditions ("**Acceptable Use Conditions**") and the Student agrees that

failure to comply with any of the Acceptable Use Conditions will be a breach of this Contract:

- 1.1.1 the Student shall use the Platforms and access the Online Content only for lawful purposes and in no way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 1.1.2 the Student shall not use the Platforms for the purpose of harming or attempting to harm minors in any way;
 - 1.1.3 the Student shall not send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (as defined below);
 - 1.1.4 the Student shall not transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 1.1.5 the Student shall not knowingly transmit any data, or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed adversely to affect the operation of any computer software or hardware or the Platforms or Online Content generally;
 - 1.1.6 the Student shall not record, reproduce, transmit, broadcast, display, sell, licence or otherwise exploit any part of the Platforms or the Online Content for any purposes other than as permitted by this Contract without Oxford Royale's prior written consent;
 - 1.1.7 the Student shall not distribute all or any part of the Platforms or Online Content in any medium without Oxford Royale's prior written consent;
 - 1.1.8 the Student shall not access without authority, alter or interfere with, damage or disrupt any part of the Platforms or Online Content, any equipment or network on which the Platforms are stored, or any equipment or network or software owned or used by any third party;
 - 1.1.9 the Student shall not use the Platforms or access the Online Content in a manner which infringes the rights of any third party, nor restrict or prevent any third party's use and enjoyment of the Platforms or the Online Content;
 - 1.1.10 the Student shall not give out, ask for, collect or harvest the personal data of any third party;
 - 1.1.11 the Student shall not access or attempt to access any other student's account or falsely state, impersonate, or otherwise misrepresent their identity, including by use of a pseudonym or misrepresenting their affiliations with a person or entity, past or present;
 - 1.1.12 the Student shall not send, knowingly receive, submit, download, use or re-use any material which does not comply with this Contract; and
 - 1.1.13 the Student shall comply with all other provisions of this Contract at all times during use of the Platforms.
- 1.2 By posting content on the Platforms (making a "**Contribution**") the Student warrants that any Contribution complies with the Acceptable Use Conditions, any relevant laws and regulations in force from time to time, and with the following standards ("**Content Standards**"):
- 1.2.1 Contributions must be accurate (where they state facts), be genuinely held (where they state opinions), and comply with applicable law in the UK and in any country from which they are posted;
 - 1.2.2 Contributions must not contain any material which is defamatory, obscene, offensive, hateful or inflammatory;
 - 1.2.3 Contributions must not promote sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 1.2.4 Contributions must not infringe any copyright, database right or trade mark of any third party;
 - 1.2.5 Contributions must not be likely to deceive any person or be in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 1.2.6 Contributions must not be threatening, abusive or invade another's privacy, or cause inconvenience or needless anxiety or be likely to

- harass, upset, embarrass, or alarm any other person;
- 1.2.7 Contributions must not be used to impersonate any person, or to misrepresent the Student's identity or affiliation with any person;
- 1.2.8 Contributions must not give the impression that they emanate from Oxford Royale, if this is not the case; and
- 1.2.9 Contributions must not contain any personal information about the Student (except where Oxford Royale has requested that such information be provided).
- 1.3 The Student agrees to indemnify Oxford Royale against all legal fees, damages and other expenses that may be incurred by Oxford Royale as a result of the Student's breach of the warranties contained in paragraph 1.2 above.
- 1.4 If the Student does make any Contributions, the Student grants Oxford Royale a non-exclusive royalty free perpetual irrevocable right and licence to reproduce, modify, edit, adapt, publish, distribute and display such Contributions in any and all media and to authorise others to do so. The Student further agrees irrevocably and unconditionally to waive all moral rights which they may have in respect of any Contributions posted by them on the Platforms.
- 1.5 If the Student becomes aware of any material or behaviour on the Platforms which does not comply with the Acceptable Use Conditions or the Content Standards, they should report it to Oxford Royale, who will deal with it at their discretion.
- 1.6 In the event that the Student posts any content that breaches the provisions of this Contract, Oxford Royale reserves the right to remove that content or disable access to it and to respond to any complaints made by any third party in respect of that content. Oxford Royale shall not be liable to the Student for the removal of any content if Oxford Royale considers that such content breaches the provisions of this Contract.
- 1.7 The Student acknowledges and agrees that the form and nature of the Platforms and Online Content may change from time to time without prior notice.
- 1.8 The Student acknowledges that, in using the Platforms and Online Content, they may be exposed to content that is factually inaccurate, offensive, or otherwise objectionable to the Student. Oxford Royale shall bear no liability to the Student in respect of such content.
- 1.9 The Student agrees that they are solely responsible for (and that Oxford Royale has no responsibility to the Student or to any third party for) any breach of the Student's obligations under this Contract and for the consequences (including any loss or damage which Oxford Royale may suffer) of any such breach.
- 2 User accounts**
- 2.1 By creating a user account for the Platforms, the Student agrees that they:
- 2.1.1 shall not set up multiple user accounts; and
- 2.1.2 shall not allow any other person to use their user account, or supply any other person with, or publish, their username or password.
- 2.2 The Student shall notify Oxford Royale immediately of any unauthorised use of their user account or if they believe that their username or password are no longer confidential.
- 2.3 Oxford Royale reserves the right to monitor the Student's account and to suspend or terminate their access to and use of the Platforms and dismiss them from the Course if they breach or reasonably appear to Oxford Royale to have breached this Contract.