



## **Terms & Conditions of Enrolment: Summer courses for adult students**

### *Academic year 2022-23*

Upon registration for a course (which means payment of at least the non-refundable programme planning fee, or confirmation of the Student's place by Oxford Programs Ltd, as provided in Clause 3) enrolling students are bound by the following terms and conditions ("this Contract").

***The enrolling student 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 become bound by its terms under Clause 3.3.***

***If the Student enters into this Contract by their duly authorised agent acting on their behalf, the Student is nevertheless the party to this Contract.***

### **1. Particulars**

1.1 Oxford Programs Ltd will share the general facilities of the Campuses with Campus staff and students, other summer school students, other summer school organisations and Campus conference delegates.

1.2 The Student shall provide Oxford Programs Ltd with their full name, address and date of birth, together with any special medical, accommodation, educational or dietary requirements, and any other information requested by Oxford Programs Ltd promptly on demand and in any event not later than 60 days prior to the start date of the Course (or prior to the start date of the earliest course where the Student has registered for more than one course in any given year).

### **2. Variations**

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

### **3. Non-refundable programme planning fee**

3.1 In order to secure their registration for the course or courses booked, the Student shall pay to Oxford Programs Ltd a non-refundable programme planning fee, in pounds sterling (or by applying a voucher issued by Oxford Programs Ltd in payment or part payment of the non-refundable programme planning fee), in

Oxford Royale Academy, 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](http://www.oxford-royale.com), [admin@oxford-royale.co.uk](mailto:admin@oxford-royale.co.uk)

such sum as may be stipulated when the appropriate course is selected on the webpage at [www.oxford-royale.com/apply](http://www.oxford-royale.com/apply), or the aggregate of such sums where more than one course is being booked.

3.2 Save as otherwise provided by clause 3.3, this Contract is conditional upon the payment by the Student to Oxford Programs Ltd of a non-refundable programme planning fee in the amount referred to in Clause 3.1. By paying the non-refundable programme planning fee the Student communicates their acceptance of this Contract, but this is without prejudice to any previous acceptance by the Student of this Contract.

3.3 Upon receipt of such non-refundable programme planning fee by Oxford Programs Ltd from the Student or on the Student's behalf this Contract shall come into and be of effect. Where, owing to the non-delivery of an earlier course, Oxford Programs Ltd has agreed to deliver the Course for a reduced Course fee (such as that which applied in a previous year), Oxford Programs Ltd may in its absolute discretion accept a sum by way of non-refundable programme planning fee less than that stipulated for the Course, in which case this Contract shall come into and be of effect when Oxford Programs Ltd confirms the Student's place on the Course.

### **3B. Payments**

3B.1 Any payment made by the Student (or on the Student's behalf) to Oxford Programs Ltd shall be made by bank transfer, or debit or credit card transaction (made by the card holder) only.

3B.2 The Student is responsible for covering any applicable bank charges when making payments to Oxford Programs Ltd.

### **3C. Booking incentives**

Oxford Programs Ltd may from time to time offer various booking incentives, such as those offered as part of its COVID Flexibility Promise. 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 Programs Ltd in its absolute discretion determines to extend such incentive to existing bookings.

### **4. Balance payment**

4.1 The sum of 100% of any monies owing to Oxford Programs Ltd (including but not limited to the balance of any Course fees) shall be paid by the Student or on the Student's behalf to Oxford

Programs Ltd not later than 90 days before the start date of the Course. Where the Student has registered for more than one course in any given year, all monies owing to Oxford Programs Ltd in respect of all such courses shall be paid not later than 90 days before the start date of the earliest of those courses.

4.2 If any amount remains unpaid after its due date, the Student shall pay to Oxford Programs Ltd 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 Programs Ltd.

4.3 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 by transfer to such bank account as Oxford Programs Ltd may from time to time notify to the Student, provided that if the Student was registered for the Course in 2020, which was postponed, and the Student accepted deferral rather than receiving a voucher for monies paid, the non-refundable programme planning fee and other monies held on account of the postponed course shall be carried forward and credited against the Course fees for the Course in 2021, and provided further that in such circumstances the Course fees shall be those applicable to the Course when the Student originally registered in 2020.

4.4 Prices are subject to change and reasonable notice will be given of any such change. Oxford Programs Ltd reserves the right to make changes to Course fees to take account of error, omissions, or other factors beyond Oxford Programs Ltd's reasonable control.

4.5 In the event that the Student registers less than 90 days before the start date of the Course they shall pay on registration the full amount of the Course fees.

4.6 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 Programs Ltd remain unpaid by the start date of the Course, and in such circumstances Oxford Programs Ltd may terminate this Contract pursuant to Clause 6.

#### **4B. Your right to cancel within 14 days**

4B.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 3.3 ("**Cancellation Period**").

4B.2 To exercise the right to cancel, the Student shall inform Oxford Programs Ltd 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](mailto:admin@oxford-royale.co.uk), or by post to Oxford Royale Academy, St Catherine's College, Manor Road, Oxford, OX1 3UJ, United Kingdom. The Student may use the model cancellation form available on the website of Oxford Royale Academy, but it is not obligatory to do so.

4B.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.

4B.4 If the Student cancels this Contract in accordance with this Clause 4B, Oxford Programs Ltd shall reimburse to the Student all payments received from them. The reimbursement shall be made without undue delay, and not later than 14 days after the day on which Oxford Programs Ltd receives the Student's decision to cancel this Contract. Oxford Programs Ltd can only make the reimbursement using the same means of payment as the Student used for the initial transaction; 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 Programs Ltd, the value of the voucher shall be refunded in the form of another voucher.

4B.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 Programs Ltd an amount which is in proportion to the services which have been performed up to the point at which Oxford Programs Ltd receives the Student's communication of cancellation of this Contract, in comparison with the full coverage of the Contract.

#### **5. Cancellations, terminations and refunds not falling within Clause 4B**

This Clause shall apply to any cancellation by the Student not falling within Clause 4B 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](mailto:admin@oxford-royale.co.uk), or by post to Oxford Royale Academy, 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 Programs Ltd and shall be on the following terms:

##### **5.1 Programme planning fee**

No refund of the programme planning fee paid under clause 3 will be made under any circumstances.

##### **5.2 Cancellations before start date**

For the remaining balance of the course fees, the following terms shall apply:

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

Where the Student has registered for more than one course in any given year, the **start date** referred to in the table above shall be the start date of the earliest of those courses.

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 Programs Ltd as well as after deduction of a management charge of 100.00 Pounds Sterling.

### 5.3 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 Programs Ltd the Student shall receive no refund of any course fees already paid or incurred.

### 5.4 Cancellation or postponement by Oxford Programs Ltd, and changes to the Course

Oxford Programs Ltd reserves the right to cancel the Course owing to insufficient demand or the effects of infectious disease, or where other factors beyond Oxford Programs Ltd's reasonable control necessitate it. If such cancellation does not fall within the circumstances provided for in Clauses 10 and 11, Oxford Programs Ltd shall refund to the Student any Course fees paid.

Should the effects of COVID-19 or other infectious disease render it unfeasible in Oxford Programs Ltd's sole opinion to operate the Course, it shall be entitled to postpone the Course by up to 12 months, and shall be entitled in such circumstances to retain the non-refundable programme planning fee and any other monies paid by or on behalf of the Student, to be carried forward and credited against the fees of the postponed Course.

Oxford Programs Ltd reserves the right, should the effects of COVID-19 or the public health situation, in Oxford Programs Ltd's sole opinion, require it or render it prudent:

- (a) to alter Course content substantially from that advertised at the time of booking; and/or
- (b) to transfer some or all of the academic, extra-curricular, and/or social content of the Course, and any other aspect of the Course, to delivery via an online medium; and/or

- (c) to change the location in which a course will be delivered to the Student to a town or city other than that originally booked by the Student or, if logistical requirements demand it, to another country, and if the Course is not being run in the new location to transfer the Student to a different course.

### 5.4B Vouchers

In the event that Oxford Programs Ltd makes a refund of Course fees 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 Programs Ltd.

### 5.5 Visa rejections

The Student is referred to Clause 19 for terms in relation to visa rejections.

### 5.6 Insurance

The Student may benefit from travel insurance under a scheme provided by an insurer chosen by Oxford Programs Ltd in its absolute discretion from time to time, although Oxford Programs Ltd shall be under no obligation to arrange any such insurance. Details of the scope of cover provided (if any) will be made available on Oxford Programs Ltd's website at <https://www.oxford-royale.com/about/useful-information/insurance/>.

If any such travel insurance is in place, it is nonetheless extremely important that the Student checks the scope of the cover provided to determine whether they will be covered and to apprise themselves of all conditions, inclusions, limitations, financial limits of cover and exclusions of and from the policy. The Student is strongly encouraged to take out their own additional private insurances if they consider additional cover would be necessary or useful, and in any event shall ensure that they comply with the provisions of Clause 18.1.

The Student is referred to Clause 18 for further terms in relation to insurance.

### 5.7 Postponement

The Student may not postpone their registration or carry forward their fees paid to a subsequent course at a later date. For the avoidance of doubt, this Clause 5.7 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of Course fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the Course.

### 5.8 Cancellation before the Course for medical reasons

In the event of the Student becoming ill before the start date of 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 Clauses 5.1 and 5.2 above. For this reason the Student is strongly advised to have insurance (see Clauses 5.6 and 18) against the possibility of needing to cancel the Course or any part of it at any time.

### 5.9 Cancellation during the course for medical reasons

In the event of the Student becoming ill during the Course no refund of any fees will be made. For this reason the Student is strongly advised to have insurance (see Clauses 5.6 and 18) against the possibility of needing to cancel the Course or any part of it at any time.

### 5.10 Transfer of place and re-application of monies paid

Without prejudice to Clause 12, 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 5.10 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.

### 5.11 Absence without cancellation

The Student shall not under any circumstances (save in accordance with the procedures set out in the Code of Conduct) absent himself from the Campus or withdraw himself from the Course without having made a written cancellation in accordance with this Clause 5.

### 5.12 Transfer to another course

Should the Student wish to transfer to another course taking place between the same dates as a course for which they have booked, or to another class on the same course, they may request such a transfer up to and including 7 days before the date on which the booked course from which they wish to transfer is due to commence, by email to [admin@oxford-royale.co.uk](mailto:admin@oxford-royale.co.uk), via the chat facility on Oxford Programs Ltd's website, or by requesting support on the ORA Portal at <https://portal.oxford-royale.com>. In such circumstances, Oxford Programs Ltd 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 the course to which the Student wishes to transfer has higher course fees than the original course, the balance of additional course fees shall be paid forthwith. If the course to which the Student wishes to transfer has lower course fees than the original course, a refund of the difference will be made 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 Programs Ltd.

After the seventh day before the date on which the booked course is due to commence until the start date of the Course, no applications to transfer to another course will be considered.

After the Course has commenced, should the Student wish to transfer to another course taking place between the same dates and on the same Campus, or to transfer to a different class within the same course and on the same Campus, they may apply to the Programme Director on that Campus. In such circumstances, Oxford Programs Ltd 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 the course to which the Student wishes to transfer has higher course fees than the original course, the balance of additional course fees, plus a management charge of 100 pounds sterling, shall be paid forthwith (the management charge of 100 pounds sterling shall also be payable if the course fees are equal to those of the original course). If the course to which the Student wishes to transfer has lower course fees than the original course, no refund of the difference will be made.

Under no circumstances will it be possible to transfer to a course operating on a different Campus after the seventh day before the booked course is due to commence.

### 5.13 Reimbursement

Oxford Programs Ltd can only make a reimbursement of any fees paid to it using the same means of payment as the Student used for the initial transaction (and only to the value received by Oxford Programs Ltd).

## 6. Termination

6.1 Oxford Programs Ltd 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) payment of 100% of any monies owing to Oxford Programs Ltd (including the balance of any Course fees) has not been made by at least 90 days before the start date of the course (or prior to the start date of the earliest course where the Student has registered for more than one course in any given year); or

(b) without prejudice to Clause 6.1(a) the Student commits any breach of the provisions of this Contract (including but not limited to a breach where Oxford Programs Ltd considers in its absolute discretion that the Student has infringed any part of the Code of Conduct) or of any other contract relating to a course provided by Oxford Programs Ltd, 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 Programs Ltd 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 Programs Ltd in its absolute discretion considers threatening, obstructive, offensive, or abusive in communication, whether written or oral, with Oxford Programs Ltd.

6.2 For the purpose of but subject to Clause 6.1(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).

6.3 Any waiver by Oxford Programs Ltd 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.

6.4 The rights to terminate this Contract conferred by this Clause 6 shall be without prejudice to any other right or remedy of Oxford Programs Ltd in respect of the breach concerned and any other breach.

## **7. Consequences of complete or partial termination**

7.1 Upon registration for a course by payment of a non-refundable programme planning fee the Student is committed to taking up the place on the Course and paying the full Course fees as provided for in Clauses 3 and 4 and requests for refunds following cancellation or termination after the Course has started shall be treated solely in accordance with Clause 5.

7.2 Oxford Programs Ltd accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 6.1 only, including the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.

7.3 Following the point of termination (where this occurs after the Course has begun, or after the Student has begun to travel to the Campus to attend the Course) for whatever reason and without prejudice to Clause 7.2 the Student shall be entirely responsible for their return to their home or other next destination at entirely their own cost. Where termination occurs (for whatever reason) after the Course has begun, the Student

shall permanently depart the Campuses within 24 hours of the time at which they are informed of this Contract's termination, and informing the Student that they have been expelled from the Course shall be treated as having informed the Student of the termination of the Contract.

7.4 After termination of this Contract (for whatever reason), Oxford Programs Ltd shall have no further responsibility toward the Student under this Contract. Nevertheless, where the Student has not permanently departed the Campuses within the prescribed time under clause 7.3 above, Oxford Programs Ltd reserves the right, and shall be entitled, to move the Student from the Campus at which they have been resident to another Campus or another location. The Student shall not be entitled or permitted to participate in any lessons or activities at the new (or any other) Campus, nor to socialise or interact with any other student.

7.5 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination neither party shall have further obligations to the other under this Contract following termination thereof save as provided in Clause 28.

## **8. The Student's responsibilities**

8.1 The Student undertakes with Oxford Programs Ltd:

(a) if requested by Oxford Programs Ltd to provide satisfactory (to Oxford Programs Ltd) references in respect of himself;

(b) to behave responsibly and not to damage any property belonging to Oxford Programs Ltd, to any of the Campuses or to any other person;

(c) fully to indemnify Oxford Programs Ltd against any loss or damage to the premises, furniture or other property of the Campuses or of any other person by the Student or ensuing as a reasonably (in the opinion of Oxford Programs Ltd) foreseeable consequence of any act or omission of the Student and to indemnify Oxford Programs Ltd against any and all claims or costs in respect thereof;

(d) not to undertake any activity that may be liable (in the opinion of Oxford Programs Ltd) to bring Oxford Programs Ltd, the Campuses, or other venues (whether or not Course activities are held there) into disrepute;

(e) to treat the facilities and the premises of the Campuses, other venues (whether or not Course activities are held there) and all other persons with care and respect for the privacy of their residents (where applicable) and not to interfere with or gain access to or attempt to gain access to those parts of the

premises of the Campuses or other venues to which public use or access are indicated by the Campus or venue in question to be unauthorised;

(f) not to smoke in any room on the Campuses; in the event of noncompliance, smoke detectors may trigger the alarm; should the Fire Service levy a fine for unnecessary attendance the right is reserved to pass on this charge to the Student; the Student is referred to paragraph 8 of the Code of Conduct;

(g) without prejudice to Clause 8.1(f), not to commit any act which breaches the criminal law of, or infringes the civil rights of any other person under the laws of, the legal jurisdiction in which the Course is held;

(h) to pay to Oxford Programs Ltd a charge in respect of a replacement room key, access card, or other similar device in the event of the loss or damage of the original to the value of 100 Pounds Sterling, and in the event of loss or damage to any food payment fob or card to pay to Oxford Programs Ltd a charge of 50 Pounds Sterling;

(i) to follow all instructions communicated or otherwise published by or on behalf of the Campuses and other venues (whether or not Course activities are held there) with respect to security, health and safety regulations, and personal and public safety;

(j) not to affix or attach anything to or otherwise decorate the whole or any part of the Campuses or any other venues (whether or not Course activities are held there).

8.2 As provided in Clauses 6 and 7 (and without prejudice to those clauses) Oxford Programs Ltd reserves the right at any time to exclude from the Course and the premises of the Campuses and to terminate this Contract in respect of any Student whose behaviour is, in the opinion of Oxford Programs Ltd, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the Campuses or elsewhere and Clause 5.3 (no refunds) shall apply. Oxford Programs Ltd also reserves the right at any time (including before commencement of the Course) to exclude from the Course and the premises of the Campuses and to terminate this Contract where it reasonably believes that the behaviour of the Student is likely to result in a breach of the Code of Conduct or to be (in the sole opinion of Oxford Programs Ltd) unacceptable, or where the Student has breached the Code of Conduct or other applicable rules on any other course operated by or on behalf of Oxford Programs Ltd, and in such circumstances the Student shall receive no refund of any course fees already paid or incurred.

8.3 The Student is bound by the Code of Conduct and such other rules or regulations as may be notified to them whether before or after registration for the Course. Failure to abide by the Code of Conduct or any other rules and regulations may lead to expulsion from the Course and termination of this Contract pursuant to Clauses 6 and 7.

8.4 Oxford Programs Ltd reserves the right to refer instances of what it perceives to be obstructive, disruptive, illegal or aggressive behaviour by the Student to the appropriate authorities or security staff of the relevant Campus and/or the local police.

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

8.6 Without prejudice to any other provision of this Contract, the Student shall at all times indemnify and keep indemnified Oxford Programs Ltd against all expenses, costs, claims, damage and loss arising from or in connection with any act or omission of the Student.

8.7 The Student shall be required to meet all academic and English language proficiency requirements which Oxford Programs Ltd 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 Programs Ltd, the Student does not meet the English language proficiency requirements for the Course, Oxford Programs Ltd shall be entitled to and will endeavour to transfer them onto one of its English language courses. If, in the absolute discretion of Oxford Programs Ltd, the Student does not meet the academic requirements for the Course, Oxford Programs Ltd shall be entitled to and will endeavour to transfer them onto another of its courses which its staff consider the Student is qualified to participate in; in selecting an alternative course, Oxford Programs Ltd 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 to enable them to benefit from one of Oxford Programs Ltd's English language courses (which are not intended for beginners)), the Student may be removed from their course and this Contract terminated in accordance with Clause 6.1(b).

8.8 The Student shall not commit a criminal or civil offence, or

provide false qualifications or other fraudulent documentation.

### **8B Oxford Programs Ltd's responsibilities**

8B.1 Oxford Programs Ltd shall deliver the Course, using reasonable care and skill.

8B.2 The Course fees include provision to the Student of suitable accommodation. In rare circumstances, Oxford Programs Ltd may be prepared to allow the Student to arrange their own accommodation and to attend the Course as a day student. Such arrangements must be made with Oxford Programs Ltd before booking a course, and adjusted fees will be agreed to reflect such alternative accommodation arrangements. The terms of such an agreement (in this Clause, "**Agreement**"), including provisions regarding fees, accommodation, and meals, are incorporated into this Contract, and in the event of any conflict between the Agreement and this Contract, the Agreement shall prevail). In such circumstances Oxford Programs Ltd will have no responsibility for, or liability in respect of, the Student's accommodation or meals beyond such as is provided for in the Agreement.

8B.3 Oxford Programs Ltd gives no guarantee that any request by or on behalf of the Student for particular accommodation arrangements with other students (such as sharing rooms with, or being in adjacent rooms to, another student) can or will be met, and the Student acknowledges that accommodation arrangements may be altered by Oxford Programs Ltd in its absolute discretion at any time before or during the Course.

8B.4 Oxford Programs Ltd reserves the right, without being required to give any reason, to change the accommodation for the Course from that originally booked or allocated and to accommodate the Student at another Campus in the same city or region. Oxford Programs Ltd shall endeavour to provide as much notice as reasonably possible of any such change in accommodation.

8B.5 Bedrooms at the Campus are likely to be standard accommodation of the usual students of the institution which owns the Campus; as such, the majority of bedrooms are shared and do not have en-suite lavatories or bathrooms. Any request by or on behalf of the Student to be allocated a room with an en-suite lavatory, bathroom, or shower room will be considered by Oxford Programs Ltd only where it is based upon genuine medical need, and has been evidenced by such supporting documentation as Oxford Programs Ltd may require. Any request for en-suite facilities on medical grounds shall be made in accordance with the guidelines set out at <https://www.oxford-royale.com/about/useful-information/policies/key-policies-procedures/>.

8B.6 The standard and type (i.e. twin or single rooms, or with or without en-suite facilities) of accommodation tends to vary both between different Campuses and within any particular Campus, and the Student acknowledges that bedrooms are usually assigned at random, the principal exception to this being where genuine medical needs have been notified to, and accepted by, Oxford Programs Ltd.

### **9. Code of Conduct**

9.1 The Student is bound by, and shall abide by, the Code of Conduct from time to time in force, a copy of which will be made available to all students, and which is in any event available on Oxford Programs Ltd's website at <https://www.oxford-royale.com/about/useful-information/policies/terms-conditions/> or at such other URL as Oxford Programs Ltd may choose to make them available.

9.2 By paying the non-refundable programme planning fee referred to in Clause 3 the Student confirms that he has read and agrees to abide by the Code of Conduct.

### **9B The Campuses**

9B.1 The Campuses are often located in historic buildings, not constructed with the infrastructure of digital communication, or modern health & safety standards, in mind.

9B.2 The Student therefore accepts and acknowledges that:

- (a) they may not have access to the internet from their own devices (whether via a cable or wireless connection) and that Oxford Programs Ltd is under no obligation to provide such at any time during the Course; and
- (b) where internet access is made available to the Student on their own devices, Oxford Programs Ltd may have no control over the network or the quality of the connection, nor the ability to investigate or resolve internet access issues (internet access will be provided by and under the control of the institution at whose premises the Campus is located, and will be subject to the Student's compliance with that institution's IT policies and terms of use).

9B.3 Recognising that they will be living and working in buildings which may present potential safety risks (e.g. steep, narrow, and/or winding staircases), the Student shall:

- (a) at all times act with appropriate consideration for their own and others' safety, having regard to potential hazards and risk factors (e.g. not attempting to climb or descend staircases carrying luggage which cannot be safely borne by them alone, or without turning on the light); and

- (b) alert a member of Oxford Programs Ltd's staff to potential health & safety risks of which they become aware (e.g. lights not working on a staircase).

### 9C. Control of infectious diseases

9C.1 For the protection of other students, its staff members, and the general public, Oxford Programs Ltd may require the Student to take a test (in such form as Oxford Programs Ltd shall in its absolute discretion determine, such as a temperature check, a lateral flow test, or laboratory-based sample testing) for COVID-19 or any other infectious disease upon arrival for the Course and periodically throughout the Course.

9C.2 Should the Student return a positive result on arrival, Oxford Programs Ltd shall be entitled to refuse entry to the Course, and may make arrangements for the student to undertake any period of quarantine or self-isolation mandated by the British Government, the Scottish Government, or the relevant authorities of the location in which the Student is at the time. The Student shall be liable for the costs of any such arrangements and shall pay in advance such funds as are reasonably requested by Oxford Programs Ltd on account of such costs, and reimburse Oxford Programs Ltd forthwith upon demand for such costs which it has incurred.

9C.3 Should the Student return a positive result to any test carried out during the Course, Oxford Programs Ltd shall be entitled to require the Student to undertake any period of quarantine or self-isolation mandated by the British Government, the Scottish Government, or the relevant authorities of the location in which the Student is at the time, either on Campus or, if necessary, at an off-Campus location. The Student shall be responsible for any additional costs incurred by Oxford Programs Ltd in making arrangements for quarantine or self-isolation, and shall pay in advance such funds as are reasonably requested by Oxford Programs Ltd on account of such costs, and reimburse Oxford Programs Ltd forthwith upon demand for any such costs.

### 10. Limitation of liability

10.1 Oxford Programs Ltd 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 Programs Ltd, its employees agents consultants subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.

10.2 Without limiting the generality of this Clause 10 or of the Contract as a whole, Oxford Programs Ltd will not accept liability in the following circumstances:

- (a) loss of or damage to personal belongings whether or not caused by Oxford Programs Ltd's negligence;

(b) if the failure or breach of this Contract is in whole or in part the fault of the Student;

(c) if the failure or breach of this Contract is the fault of someone else not connected with the provision of the premises at which the Student is staying;

(d) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond Oxford Programs Ltd's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or

(e) if the failure or breach of this Contract is in whole or in part attributable to any event which Oxford Programs Ltd or the supplier of any service, even with all reasonable care, could not foresee or forestall.

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

### 11. Force majeure

Without prejudice to Clause 10, Oxford Programs Ltd 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 but not limited to 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.

### 12. Assignment

12.1 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.

12.2 Oxford Programs Ltd 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.



### 13. Notices and service

13.1 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 Programs Ltd at the addresses stated in Clause 5, and in the case of the Student at their address as stated in the last communication of each type received from them.

13.2 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.

13.3 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.

13.4 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 to such other address as may from time to time be notified in writing by the party concerned.

### 14. 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 as 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.

### 14B 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.

### 14C. Waiver

No failure or delay by Oxford Programs Ltd 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.

### 15. 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.

### 16. 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 Programs Ltd and the Student or any other person.

### 17. Alterations

Without prejudice to any other clause of this Contract, Oxford Programs Ltd reserves the right to make alterations without prior warning to Course start dates, Course content, and its academic and extracurricular timetables, depending on the availability of lecturers and other staff and other factors, as well as to the Code of Conduct.

### 18. Insurance

18.1 It is compulsory for the Student to be at all times comprehensively insured to cover all costs and consequences of medical treatment, repatriation, personal/public liability, personal accident, damage/theft/loss of personal belongings, legal expenses, recovery of course fees and flights booked or needed in the event of cancellation or early departure.

18.2 If, during the Course or any days spent travelling to or from the Course, EU nationals are entitled to free-at-the-point-of-delivery medical treatment on the United Kingdom's National Health Service (NHS), they shall bring with them valid documentation entitling them to access such treatment, such being additional to and not instead of comprehensive insurance as set out in Clause 18.1.

18.3 The Student shall provide Oxford Programs Ltd with proof of their applicable policies of insurance forthwith upon request.

### 19. Visas

19.1 The Student is strongly advised to ensure that they have an appropriate visa for study in the UK covering the Course dates and that they can comply with all other UK entry and residence requirements before payment of any fees to Oxford Programs Ltd or incurring any travel costs, as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to enter the UK legitimately, save in accordance with the cancellation provisions set out in Clause 5,

and Oxford Programs Ltd shall bear no liability for the Student's inability to participate in all or any part of the Course as a consequence of the Student's failure to obtain such documentation.

19.2 The Student shall comply fully with any applicable immigration laws when entering the country in which the Course is held.

## 20. Representation

The Student undertakes with Oxford Programs Ltd:

- (a) not to make trade mark use of any name, trade mark or logo of Oxford Programs Ltd;
- (b) not to make trade mark use of any name, trade mark or logo of any of the Campuses or other venues (whether or not Course activities are held there).

## 21. Communication of this Contract

21.1 Oxford Programs Ltd shall communicate to the Student the terms contained in this Contract in several ways in order to ensure that such terms are successfully received and understood.

21.2 Specifically this Contract will be:

- (a) presented every day online (save during reasonable downtime for website maintenance) on our website at <https://www.oxford-royale.com/about/useful-information/policies/terms-conditions/> as a link which may be viewed and printed off in full at any time, as well as in the Documents area of the online ORA Portal for customers and students who have registered for a course; and
- (b) presented as a hyperlink as a part of the online application process with the website coding written such that registration is not possible without a tick-box being checked by the Student thereby signalling agreement.

## 22. Marketing, photography and videos

22.1 Subject to Clause 22.3 the Student agrees to participate in promotional activities undertaken by Oxford Programs Ltd which include photography, videoing, recording and other such activities.

22.2 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.

22.3 Where desired the Student is able to opt out in advance of arrival on campus of involvement in such marketing by sending an email requesting the same to [admin@oxford-royale.co.uk](mailto:admin@oxford-royale.co.uk) or

to such other address as may be notified to the Student by Oxford Programs Ltd from time to time.

## 23. Press / media

23.1 Subject to clause 23.2, the Student shall not during the Course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to Oxford Programs Ltd or any of its employees, members or workers or its clients or business referrers without the prior written consent of a company director of Oxford Programs Ltd.

23.2 The Student may make reasonable use of social media platforms, provided that:

- (a) they do so in accordance with this Contract and the Code of Conduct, and with any applicable laws;
- (b) they do not publish any material which is defamatory, offensive, obscene, or illegal;
- (c) if the published material refers to, features, or includes the image of any other student, they have the permission of that student to publish it; and
- (d) they comply with the terms of use of any social media platforms which they use.

23.3 The Student shall remove or recall any material which has been published immediately upon being asked to do so by or on behalf of Oxford Programs Ltd insofar as it is within the Student's power to do so.

## 24. Medical, Religious, Disability, Learning and other Policies and Procedures

24.1 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 Programs Ltd's website at <https://www.oxford-royale.com/about/useful-information/policies/key-policies-procedures/>. This webpage contains very important information for the Student to consider carefully prior to enrolling on to a course. 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 Programs Ltd may choose to make them available).

24.2 Oxford Programs Ltd will require the Student to complete a medical and dietary information form prior to the Student's arrival in the UK. The Student shall submit the completed form not less than 60 days prior to the start of the Course (or prior to the start date of the earliest course where the Student has

registered for more than one course in any given year): it is essential to the safety and wellbeing of each Student that the form is completed accurately and fully. If the information given on the form changes at any time prior to the end of the course, the Student shall notify Oxford Programs Ltd forthwith of any changes.

#### **24B. Data processing**

24B.1 Oxford Programs Ltd'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 Programs Ltd may choose to make it available from time to time) or on request by email to [privacy@oxford-royale.co.uk](mailto:privacy@oxford-royale.co.uk), sets out, amongst other information, what personal data Oxford Programs Ltd collects, the ways in which that data is used, and with whom that data may be shared.

24B.2 For the avoidance of doubt, and without prejudice to any other legal basis which Oxford Programs Ltd may have for processing that data, the Student consents to Oxford Programs Ltd processing their personal data in accordance with the Privacy Notice.

#### **25. Complaints procedure**

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

#### **26. About Oxford Programs Limited**

Oxford Programs Limited is incorporated in England under company number 6045196 with its registered office at 264 Banbury Road, Oxford OX2 7DY. Its VAT number is 880277603. Oxford Programs Limited contracts with the Campuses for the use of their facilities but is not a part of and does not operate under the aegis of any of the Campuses.

#### **27. Oxford Programs Ltd and the University of Oxford**

It is important to be clear that Oxford Programs Ltd is not part of or otherwise affiliated to the University of Oxford. Oxford Programs Ltd 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. Oxford Programs Ltd is not affiliated in any way with the Campuses. Full details are available at <https://www.oxford-royale.com/about/host-venues/>.

#### **28. 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 4 (Balance payment), Clause 4B (Your right to cancel within 14 days), Clause 6.4 (Termination), Clause 7 (Consequences of complete or partial termination), Clause 8.1 (c) and (h) (The Student's responsibilities), Clause 8.4, 8.5, and 8.6 (The Student's responsibilities), Clause 9 (Code of Conduct), Clause 10 (Limitation of liability), Clause 14 (Governing law and jurisdiction), Clause 14B (Severance), Clause 14C (Waiver), Clause 20 (Representation), Clause 22 (Marketing, photography and videos), Clause 24B (Data processing), Clause 25 (Complaints procedure).

#### **29. Value Added Tax (VAT)**

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

#### **30. Definitions and interpretation**

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

30.1 "the Campuses" means the venues where the Student is resident or taught during the Course, being one or more of those bodies or institutions listed in the Schedule and "Campus" means any one of them.

30.2 "this Contract" means the terms and conditions contained herein.

30.3 "the Course" means the programme to be provided by Oxford Programs Ltd, as described on Oxford Programs Ltd's website at the date on which this Contract comes into effect in accordance with Clause 3, which is the subject matter of this Contract, together with all its associated activities and arrangements.

30.4 "Oxford Royale Academy" is a trading name of Oxford Programs Ltd.

30.5 "the Code of Conduct" means the course rules and regulations from time to time in force and which are published in the 'Code of Conduct' document, available online at <https://www.oxford-royale.com/about/useful-information/policies/terms-conditions/> or at such other URL as Oxford Programs Ltd may choose to make it available.

30.6 "the Student" means the participant in the Course in respect of whom this Contract is made.

30.7 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.

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

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

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

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

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

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

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

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

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

30.17 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.

## **Schedule**

### **The Campuses**

1. The University of Oxford and/or all or any of its constituent colleges or annex centres owned or occupied by any of those colleges.