

OXFORD PROGRAMS LTD.
CONTRACT OF ENROLMENT

Company Address: Head Office
(Program Administration), Stone
Cottages, Lower Failand, Bristol, BS8
3SS, United Kingdom.

Registered Company Address: 14
King Street, Bristol, BS1 4EF, United
Kingdom.

CONTRACT of ENROLMENT

This Contract, between Oxford
Programs Ltd. and You (the
"Student"), is agreed to govern all
courses/programs.

1.Particulars

1.1 Facilities:

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

**1.2 Information to be provided by the
Student:**

The Student will provide Oxford
Programs Ltd. with their full name
and age, showing any special medical,
accommodation or dietary
requirements not later than thirty days
prior to the first day of the program.

2.Variations

2.1 Save as otherwise expressly
provided in this Contract no variation
to this Contract shall be binding unless
agreed in writing between Oxford
Programs Ltd. and the Student.

3.Booking Deposit

3.1 The Student will pay a non-
refundable deposit of £395 on
signature of this contract in order to
secure the booking.

3.2 This Contract is conditional upon
the payment by the Student to Oxford
Programs Ltd. on the date of this
Contract of a non-refundable deposit in
the amount referred to in 3.1 which
deposit shall not be repayable under
any circumstances.

4. Balance Payment

4.1 A sum of 100% of the remaining
balance as adjusted in accordance with
Clause 3 shall be paid by the Student
to Oxford Programs Ltd. not later than
60 days before the commencement of
the program booked.

4.2 If any amount remains unpaid after
its due date, the Student will pay to
Oxford Programs Ltd. interest thereon
at two percent compound 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
judgement 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 in sterling and/or by transfer to
such bank account as Oxford Programs
Ltd. may from time to time notify to
the Student.

4.4 Prices are subject to change and
reasonable notice will be given of any
such change.

5. Cancellation

5.1 Any cancellation must be received
in writing and can only be on the
following terms:

5.2 Deposit

No refund of the advertised deposit
will be made under any circumstances.

5.3 Cancellations before start date
For the remaining fees, the following
terms apply:

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

5.4 All refunds are less any foreign
exchange or credit card charges or any
similar expenses.

5.5 Cancellations after start date
Cancellations after the commencement
date of the course for any reason will
receive no refund of any course fees.

5.6 In the case of a genuine visa
rejection (and upon the supply of the
original rejection letter) Oxford
Programs Ltd. may see fit to refund all
course fees, but not the deposit
payment.

5.7 The Student is strongly advised by
Oxford Programs Ltd. to take out
insurance to protect against risk of
needing to cancel ahead of time. The
Student is referred to Clause 18 for
further information on insurance.

6. Termination

6.1 Subject to Clause 7, Oxford
Programs Ltd. shall be entitled
forthwith to terminate this Contract by
written notice to the Student if:

(a) payment of 100% of the total
balance is not made at least 60 days
before the commencement date of the
course;

(b) without prejudice to the preceding
sub-clause the Student commits any
breach of the provisions of this
Contract and in the case of a breach
capable of remedy, fails to remedy the
same within 30 days after receipt of a
written notice giving full particulars of
the breach and requiring it to be
remedied;

(c) an encumbrancer takes possession
of or a receiver is appointed over any
of the property or assets of the Student;
(d) the Student becomes insolvent or
makes any arrangement with its
creditors or becomes subject to an
administration order;
(e) the Student goes into liquidation
(except for the purposes of
amalgamation or reconstruction and in
such manner that the company
resulting therefrom effectively agrees to
be bound by or assume the
obligations imposed on the Student
under this Contract);
(f) anything analogous to the foregoing
under the law of any jurisdiction
occurs in the relation to the Student.

6.2 For the purpose of 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 provisions of this Contract
shall not be considered as a waiver of
any subsequent breach of the same or
any other provision hereof.

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

**7. Consequences of Complete or
Partial Termination**

7.1 Upon signature of this contract, the
Student is committed to taking up the
place on the course.

7.2 Oxford Programs Ltd. accepts no
responsibility for any loss suffered by
the Student as a result of termination
of this Contract pursuant to Clause 7.1.

7.3 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.

8. Students' Responsibilities

8.1 The Student undertakes with
Oxford Programs Ltd. :-

(a) if requested by Oxford Programs
Ltd. , to provide satisfactory references
in respect of the Student;
(b) to behave responsibly and not to
damage any property belonging to
Oxford Programs Ltd. or to Oxford
University;

(c) to fully compensate Oxford
Programs Ltd. for any loss or damage
to the College premises, furniture or
other property of Oxford University, or
any other person, by the Student and to
indemnify Oxford Programs Ltd.
against any claims or costs in respect
thereof;

(d) to provide Oxford Programs Ltd.
with:-

(i) a document showing any special
dietary and medical requirements at
least thirty days prior to the date (or
first day) of the Event;
(e) not to undertake any activity that
may be liable to bring Oxford
Programs Ltd. or Oxford University
into disrepute.

(f) to treat the facilities and the Oxford
University premises with care and
respect for the privacy of its residents
and shall not interfere with or gain
access to or attempt to gain access to
those parts of the Oxford University
premises for which public use or
access are indicated by Oxford
University to be unauthorised.
(g) not to smoke in any room in
Oxford University. In the event of non-
compliance, smoke detectors may
trigger the alarm. Should the Fire
Service levy a fine for unnecessary
attendance the right is reserved to pass
this charge to the Student. The legal
age for smoking in the UK is 18 years
old, and it is illegal to smoke in any
enclosed public space.

8.2 Oxford Programs Ltd. reserves the
right at any time to exclude from the

Event and the Oxford University premises any Student whose behaviour is, in the reasonable opinion of Oxford Programs Ltd., an unacceptable nuisance or annoyance to other Students or to others on the Oxford University premises and there will be no refund or reduction course fees.

8.2 The Student will receive a copy of the Behavioural Standards Consent form in their welcome pack, which they must sign and return. The Student is bound by the Behavioural Standards Consent form. For further details on this form the Student is referred to our website: www.oxford-royale.co.uk

9. Limitation of Liability

9.1 Oxford Programs Ltd. shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings whether express or implied arising in connection with this Contract except for death or personal injury resulting from proven negligence of Oxford Programs Ltd., its employees or suppliers whilst acting within the scope of or in the course of their employment or contract.

9.2 Without limiting the generality of Clause 9.1; Oxford Programs Ltd. shall 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 improper performance of this Contract is the fault of the Student;
- (c) If the failure or improper performance of this Contract is the fault of someone else not connected with the provision of the College Facility;
- (d) Any unusual or unforeseeable circumstances beyond Oxford Programs Ltd. 's control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (e) Any event which Oxford Programs Ltd. or the supplier of any service even with all due care, could not foresee or forestall.

9.3 Where Oxford Programs Ltd. makes any payment to the Student arising from this Contract, the Student must assign to Oxford Programs Ltd. or its insurers any rights it may have to pursue any other third party. The Student must also provide Oxford Programs Ltd. and its insurers with all assistance required.

10. Force Majeure

10.1 Oxford Programs Ltd. will not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or delay in performance of any obligation under this Contract arising out of circumstances beyond its control of which it has notified the Student.

11. Assignment

11.1 This Contract is personal to the Student who may not assign or dispose of any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder.

11.2 Oxford Programs Ltd. shall be entitled to assign the benefit and/or burden of this Contract to any subsidiary or associated company of Oxford Programs Ltd. without requiring any consent of the Student.

12. Notices and Service

12.1 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, telex, cable, facsimile transmission or comparable means of communication) to the other party at their address.

12.2 Any notice or other information given 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 prepared 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.

12.3 Any notice or other information sent by telex cable facsimile transmission or comparable means of communication shall be deemed to have been duly sent to the date of transmission provided that a confirming copy thereof is sent by first class pre-paid post to the other party at the address referred to in Clause 16.4 within 24 hours after transmission.

12.4 Service of any legal proceedings concerning or arising out of this Contract shall be affected by causing the same to be delivered to the address given or to such other address as may from time to time be notified in writing by the party concerned.

13. University IT and Network

13.1 The Student undertakes to indemnify Oxford Programs Ltd. from and against any and all losses that Oxford University may suffer, and which are the result of the use of the University's IT and Network facilities by persons who gain access to those facilities through services provided by Oxford University.

13.2 The Student agrees to be bound by the University of Oxford code of practice covering the use of email and the Internet. Students using the services must be made aware of these regulations which are available on the University website <http://www.ox.ac.uk/it/rules/rules.htm>. Improper use of email or the Internet may result in the Student being asked to leave the course and Oxford University.

14. Law and Jurisdiction

This Contract will be subject to English Law and to the exclusive jurisdiction of the English Courts.

15. Third Party Rights

Except as stated in Clause 21, 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. General

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. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this Contract are for convenience only and shall not affect its interpretation.

17. Alterations

Oxford Programs Ltd. reserves the right to make alterations without prior warning to their academic and social timetables depending on the availability of lecturers and other staff.

18. Insurance

18.1 The Student must be comprehensively insured to cover medical treatment, repatriation, personal/public liability, personal accident, damage/theft/loss of personal belongings, legal expenses and recovery of course fees and flights booked in the event of cancellation. All participants must bring proof of their insurance to College for verification on the first day.

18.2 EU Nationals must bring valid EHIC Card to cover medical expenses in the UK.

18.3 Oxford Programs Ltd. offers the Student OxfordSure insurance policy which gives the Student complete insurance cover, for the conditions of which the Student is referred to our website: www.oxford-royale.co.uk or contact Oxford Programs Ltd. office. The Students is otherwise advised to consult a local travel agent

19. Visas

The Student is strongly advised to ensure that he or she has an appropriate visa for study in the UK covering the course dates and that they can comply all other UK entry requirements before payment of any fees as under no circumstances will any refund be made save in accordance with the above refund scheme.

20. About Oxford Programs Limited

Oxford Programs Limited, incorporated in England under company number 6045196 with its registered office at 14 King Street, Bristol, BS1 4EF. Oxford Programs Limited contracts with the University of Oxford for the use of its facilities but is not a part of nor does it operate under the aegis of Oxford University.

21. Representation

The Student undertakes with Oxford Programs Ltd.:

- (a) without prior consent, not to make use of the name or logos of Oxford Royale Academy;
- (b) without prior consent, not to make use of the name or logos of Oxford University or any of its Colleges.

22. Definitions

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

22.1 "Contract" means the terms and conditions contained herein and the terms contained in the Booking Confirmation

22.2 "the Student" means the person whose name and address appears as the Student on the Customer Login

area of www.oxford-royale.co.uk and on any written correspondence.

22.3 "the Event" means the program/course that has been booked and all its associated activities.

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