



**Oxford Royale Academy**  
inspirational cultural and academic courses

## ***Terms & Conditions of Enrolment: Summer courses for students aged 13-18***

### ***Academic year 2018-19***

Upon registration for a course (which means payment of at least the booking deposit as provided in Clause 3) enrolling students and their parents (or where applicable legal guardians) are bound by the following terms and conditions ("this Contract").

***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 become bound by its terms under Clause 3.3.***

***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. 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.

#### **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. Booking deposit**

3.1 The Student shall pay to Oxford Programs Ltd. a deposit of:

(a) at least 795.00 Pounds Sterling for each and every course, the

duration of which is 14 days or fewer, to which this Contract applies; or

(b) at least 1,495.00 Pounds Sterling for each and every course, exceeding 14 days in duration, to which this Contract applies (save for the Mastering Automotive Engineering course, for which the deposit payable shall be £2,595 Pounds Sterling);

in order to secure their registration for the course or courses booked.

3.2 This Contract is conditional upon the payment by the Student to Oxford Programs Ltd. of a deposit in the amount referred to in Clause 3.1. By paying the deposit the Student communicates their acceptance of this Contract.

3.3 Upon receipt of such deposit by Oxford Programs Ltd. from the Student or on the Student's behalf this Contract shall come into and be of effect.

#### **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.

#### **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 60 days before the start date of the Course.

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.

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 60 days before the start date of the Course they shall pay on registration the full amount of the Course fees.

#### **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 Yarnton Manor, Church Lane, Yarnton, Oxfordshire, OX5 1PY, 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. 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.

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 Yarnton Manor, Church Lane, Yarnton, Oxfordshire, OX5 1PY, 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 Booking deposit**

No refund of the booking deposit 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:

<b>Period before start date</b>	<b>% refund</b>
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 Programs Ltd. as well as after deduction of a management charge of 85.00 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 by Oxford Programs Ltd. before the start date**

Oxford Programs Ltd reserves the right to cancel the Course owing to insufficient demand 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.

##### **5.5 Visa rejections**

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

##### **5.6 Insurance**

Oxford Programs Ltd does **not** provide travel insurance for students on its courses.

The Student is required to take out their own insurance policies in order to ensure their compliance with Clause 18.

##### **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 take out 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 take out 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 Rules & Regulations) absent himself from the Campus or withdraw himself from the Course without having made a written cancellation in accordance with this Clause 5.

### **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 60 days before the start date of the course; 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 of the Rules & Regulations) 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.

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 booking deposit 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 at any time while on the course, and in particular

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; furthermore, the legal age for smoking in the UK is 18 years old, and it is illegal to smoke in any enclosed public space, so students who purchase, distribute, or smoke tobacco may be committing a criminal offence; the Student is referred to paragraph 8 of the Rules & Regulations;

(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, England or any other jurisdiction within the United Kingdom;

(h) to pay to Oxford Programs Ltd. a charge in respect of a replacement room key in the event of the loss or damage of the original to the value 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 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 Rules & Regulations or to be (in the sole opinion of Oxford Programs Ltd.) unacceptable, or where the Student has breached the Rules & Regulations 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 Rules & Regulations and such other rules or regulations as may be notified to them whether before or after registration for the Course. Failure to abide by such rules and regulations is aimed to be dealt with immediately and 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 (or their parents or legal guardians) 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 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.co.uk/ora/policies/key-policies-procedures-13-18>.

### **9. Rules & Regulations**

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

9.2 By paying the deposit referred to in Clause 3 of this Contract the Student confirms that he has read and agrees to abide by the Rules & Regulations.

### **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 available to the Student on their own devices, Oxford Programs Ltd has no control over the network, or the quality of the connection, nor the ability to investigate or resolve internet access issues (internet access, unless on a publicly-available network, 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).

#### **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 required 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 out of circumstances beyond its control which it has notified at any time to the Student including but not limited to occurrences or threatened or suspected occurrences of activities of suspected terrorists, human or animal disease, fire or flood, 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 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.

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 a confirming copy thereof is sent by first class pre-paid post to the other party within 24 hours after transmission.

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 his parent or legal guardian 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 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.

#### **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**

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 Rules & Regulations.

#### **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 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 the immigration laws of the United Kingdom when entering the UK for a course of study.

#### **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.co.uk> 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 Rules & Regulations, and with any applicable laws;
- (b) they do not publish any material which is defamatory, offensive, or illegal;
- (c) if the published material refers, 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, including any terms as to minimum age limits.

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.co.uk/ora/policies/key-policies-procedures-13-18>. 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's parents/legal guardians (or the Student, if they have reached the age of 18 at the time at which this Contract is entered into) to complete a medical and dietary information form prior to the Student's arrival in the UK. The Student's parents or legal guardians (or the Student if they have reached the age of 18) shall submit the completed form not less than 60 days prior to the start of the course: 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's parents or legal guardians (or the Student if they have reached the age of 18) shall notify Oxford Programs Ltd. forthwith of any changes.

## 24B. Data processing

24B.1 Both parties shall comply with all applicable requirements of any data protection and privacy legislation in force from time to time in the UK, all other applicable European Union legislation relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (collectively "**Data Protection Legislation**").

24B.2 The parties acknowledge that, for the purposes of the Data Protection Legislation, Oxford Programs Ltd is the controller. Oxford Programs Ltd's Privacy Notice (available at <https://www.oxford-royale.co.uk/ora/policies/privacy-notice> or at such other URL as Oxford Programs Ltd may choose to make it available from time to time) sets out the scope, nature and purpose of its data processing activities, the duration of the processing and the types of personal data and categories of data subject which it may process.



to demonstrate its compliance with this Clause 24B.

24B.3 Without prejudice to the generality of Clause 24B.1, Oxford Programs Ltd shall, in relation to any personal data processed in connection with its performance of its obligations under this Contract:

- (a) process that personal data only on the documented written instructions of the Student (for the avoidance of doubt, acceptance of this Contract shall constitute a documented written instruction) unless it is required by law otherwise to process that personal data;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d) not transfer any personal data outside of the European Economic Area ("EEA") unless the prior written consent of the Student has been obtained (for the avoidance of doubt, acceptance of this Contract constitutes prior written consent, and the Student should be aware that, in accordance with its Privacy Notice, Oxford Programs Ltd does transfer personal data outside of the EEA) and the following conditions are fulfilled: (i) Oxford Programs Ltd has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) Oxford Programs Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) Oxford Programs Ltd complies with reasonable instructions notified to it in advance by the Student with respect to the processing of the personal data;
- (e) respond to any request from a data subject and ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) at the written direction of the Student, delete or return personal data and copies thereof to the Student on termination of this Contract unless required by law to store the personal data; and
- (g) maintain complete and accurate records and information

24B.4 The Student consents to Oxford Programs Ltd appointing a third party processor of personal data under this Contract.

24B.5 For the avoidance of doubt, the Student consents to Oxford Programs Ltd processing their personal data, in accordance with its Privacy Notice, in order to fulfil its obligations under this Contract.

## 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.co.uk/ora/policies/complaints-procedure>.

## 26. About Oxford Programs Limited

Oxford Programs Limited is incorporated in England under company number 6045196 with its registered office at 14 King Street, Bristol, BS1 4EF. Its VAT number is 880277603. Oxford Programs Limited contracts with colleges of the Universities of Oxford and Cambridge and with other institutions for the use of their facilities but is not a part of and does not operate under the aegis of the University of Oxford, the University of Cambridge, any of the constituent colleges of those universities, or any other university.

## 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 University of Oxford or any of its constituent colleges. Full details are available at <http://www.oxford-royale.co.uk/ora/useful-information/ora-university-oxford>.

Yarnton Manor, at which some students may be resident, is owned and operated by Oxford Programs Ltd. Yarnton Manor is not part of or affiliated with the University of Oxford.

## 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 (Rules & Regulations), Clause 10 (Limitation of liability), Clause 14 (Governing law and jurisdiction), Clause 14B (Severance), 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 Rules & Regulations" means the course rules and regulations from time to time in force and which are published in the 'Rules & Regulations' document, available online at <http://www.oxford-royale.co.uk/ora/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, and where they are a minor shall (except where the wording of any clause indicates to the contrary or in relation to the actual delivery of the Course by Oxford Programs Ltd) include their parents or legal guardians.

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 any annex centre owned or occupied by any of those colleges
2. The University of Cambridge and/or all or any of its constituent colleges, or any annex centre owned or occupied by any of those colleges
3. Imperial College, London, and/or any annex centre owned or occupied by it
4. The University of St Andrews, and/or any annex centre owned or occupied by it.
5. Oxford Royale Academy's International Study Centre, consisting of Yarnton Manor, Yarnton, Oxon, and any associated buildings and land.