



Oxford Royale Academy
International Study Centre

Oxford Royale Academy International Study Centre - Terms & Conditions of Enrolment

Upon fulfilment of the condition(s) set out in clause 6.1, enrolling students and, where the student is aged under 18, their parents (or where applicable legal guardians), are bound by the following terms and conditions ("Contract").

The enrolling student and where applicable their parents or legal guardians must ensure that they fully understand the terms of the 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 6.3.

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

This Contract is divided into Part A and Part B. Part A is further subdivided into 3 parts, only one of which applies to each Course.

Part A1 applies to any course of less than 4 months' duration, except for Oxford Programs Limited's 2- and 4-week "Summer School" programmes and any non-standard programme which has been designed "to order" for an individual student or group of students. It includes "Oxford Gap Year" courses and "Oxford Study Programme" courses.

Part A2 applies to any course of 4 months' duration or more, except for any non-standard programme which has been designed "to order" for an individual student or group of students. It includes "University Foundation Year" courses and A Level courses.

Part A3 applies to any non-standard programme which has been designed "to order" for an individual student or group of students and includes all "bespoke programmes".

Part B applies to **all** courses.

PART A1

This Part applies to any course of less than 4 months' duration, except for Oxford Programs Limited's "Summer School" programmes and any non-standard programme which has been designed "to order" for an individual student or group of students. It includes "Oxford Gap Year" courses and "Oxford Study Programme" courses.

1. Definitions and interpretation

In this Contract the following definitions and rules of interpretation shall apply:

1.1 Definitions

"Course" means the programme/schedule to be provided by Oxford Programs Limited, as described on Oxford Programs Limited's website at the date on which this Contract comes into effect in accordance with clause 6, which is the subject matter of this Contract, and all its associated activities and arrangements.

"Course Fees" means the total fees applicable to the Course as stated on Oxford's Programs Limited's website at www.oxford-royale.co.uk at the time this Contract comes into effect, subject to any variation under clause 7.4.

"Offer" shall have no meaning in respect of any Course to which this Part A1 applies.

"**ORAISC**" means the Oxford Royale Academy International Study Centre, consisting of Yarnton Manor, Yarnton, Oxon, and any associated buildings and land.

"**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 <https://www.oxford-royale.co.uk/international-study-centre/ora/useful-information/> or at such other URL as Oxford Programs Ltd. may choose to make it available.

"**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) include their parents or legal guardians.

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

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

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

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

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

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

1.8 A reference to a statute or statutory

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

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

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

1.11 References to clauses are to the clauses of this Contract.

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

2. Parties

This Contract is made between (1) **Oxford Programs Limited** t/a Oxford Royale Academy, incorporated and registered in England & Wales with company number 06045196, whose registered office is at 14 King Street Bristol, BS1 4EF, and (2) the **Student**.

3. Provision of basic details

The Student shall provide Oxford Programs Limited with:

- (a) their full name, address and date of birth;
- (b) any special medical, accommodation, educational or dietary requirements; and
- (c) any other information requested by Oxford Programs Limited

promptly on demand and in any event not later than 30 days prior to the start date of the Course.

4. Variations

Save as otherwise expressly provided in this Contract, no variation to this Contract shall be binding unless agreed in writing between Oxford Programs Limited (which in this case shall require the express written agreement of a director of the company) and the Student.

5. Payments

5.1 Any payment made by the Student (or on the Student's behalf) to Oxford Programs Limited shall be made by bank transfer, bank draft or credit card transaction (made by the card holder) only.

5.2 The Student is responsible for covering any applicable bank charges when making payments to Oxford Programs Limited.

6. Booking deposit

6.1 In order to secure their registration on the Course, the Student shall pay to Oxford Programs Limited a deposit of £2,595.

6.2 This Contract is conditional upon the payment of the deposit referred to in clause 6.1 which deposit shall not be repayable under any circumstances. By paying the deposit the Student communicates their acceptance of this Contract.

6.3 Upon receipt of such deposit in cleared funds by Oxford Programs Limited from the Student or on the Student's behalf this Contract shall come into and be of effect.

7. Payment of balance of Course fees

7.1 Any and all monies owing to Oxford Programs Ltd. (including but not limited to the balance of any Course Fees) shall be paid in cleared funds without set-off or deduction of any kind by the Student or on the Student's behalf to Oxford Programs Limited not later than 60 days before the start date of the Course.

7.2 If any amount remains unpaid after its due date, the Student shall pay without set-off or deduction of any kind to Oxford Programs Limited 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 Limited.

7.3 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 Limited may from time to time notify to the Student.

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

7.5 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.

8. Your right to cancel within 14 days

8.1 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 6.3 ("**Cancellation Period**").

8.2 To exercise the right to cancel, the Student shall inform Oxford Programs Limited 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 study@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.

8.3 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.

8.4 If the Student cancels this Contract in accordance with this clause 8, Oxford Programs Limited 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 Limited received the Student's decision to cancel this Contract. Oxford Programs Limited 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.

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

9. Cancellations, terminations and refunds not falling within clause 8

This clause shall apply to any cancellation by the Student not falling within clause 8 and shall be without prejudice to that clause. No purported cancellation by the Student shall be of effect unless given in writing (by fax to +44 (0) 845 280 01 22, by email to study@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 Limited, and the following terms shall apply to refunds where the Student has cancelled their booking:

9.1 Booking deposit

No refund of the booking deposit paid under clause 6 will be made, save as expressly provided by this Contract.

9.2 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

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 Limited as well as after deduction of a management charge of 85 Pounds Sterling.

9.3 Cancellations or terminations on or after start date

Where a cancellation or termination of the Course occurs on or after the start date for any reason (either by the Student or by Oxford Programs Limited) the Student shall receive no refund of any Course fees already paid or incurred.

9.4 Cancellation by Oxford Programs Limited before the start date

Oxford Programs Limited reserves the right to cancel the Course owing to insufficient demand

or other factors beyond Oxford Programs Limited's reasonable control. If such cancellation does not fall within the circumstances provided for in clauses 16 and 17, Oxford Programs Limited shall in such circumstances refund to the Student any Course Fees paid (including the booking deposit).

9.5 Visa rejections

The Student is referred to clause 24 for terms relating to visa rejections.

9.6 Insurance

Upon payment of at least the booking deposit, the Student will be included in a block student travel insurance scheme organised by Oxford Programs Limited for the dates of travel specified on the Student's application. Full details of the scope of cover provided to the Student as a result of inclusion in this scheme are published on Oxford Programs Limited's website at <http://www.oxford-royale.co.uk/ora/useful-information/course-insurance>.

It is extremely important that the Student checks the scope of the cover provided at the point of booking to ensure they are content with 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 insurance would be necessary or useful.

The Student is referred to Clause 23 for further terms in relation to insurance.

9.7 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 9.7 shall remain applicable whatever the reason given for requesting a

postponement or carrying forward of course fees paid including illness arising before or during the Course.

9.8 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 9.1 and 9.2 above. For this reason the Student is strongly advised to take out insurance (see clause 9.6 and Clause 23) against the possibility of needing to cancel the Course or any part of it at any time.

9.9 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 clause 9.6 and Clause 23) to protect against the possibility of needing to depart the Course prematurely.

9.10 Transfer of place and re-application of monies paid

Without prejudice to clause 18, 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 9.10 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.

9.11 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 ORAISC or withdraw himself from the Course without having made a written cancellation in

accordance with this clause 9.

PART A2

This Part applies to any course of 4 months' duration or more, except for any non-standard programme which has been designed "to order" for an individual student or group of students. It includes "University Foundation Year" courses and A Level courses.

1. Definitions and interpretation

In this Contract the following definitions and rules of interpretation shall apply:

1.1 Definitions

"Course" means the programme/schedule to be provided by Oxford Programs Limited, as described on Oxford Programs Limited's website at the date on which this Contract comes into effect in accordance with clause 6, which is the subject matter of this Contract, and all its associated activities and arrangements.

"Course Fees" means the fees payable for the Course, being the total of the fees payable per Term in respect of tuition, accommodation and meals, and (where applicable) supplementary English language tuition, multiplied by the number of Terms for which the Course will last.

"Offer" shall have no meaning in respect of any Course to which this Part A2 applies..

"ORAISC" means the Oxford Royale Academy International Study Centre, consisting of Yarnton Manor, Yarnton, Oxon, and any associated buildings and land.

"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

<https://www.oxford-royale.co.uk/international-study-centre/ora/useful-information/> or at such other URL as Oxford Programs Ltd. may choose to make it available.

"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) include their parents or legal guardians.

"Term" means a fixed period of time (of which there are three during the academic year) during which classes are held, the start date and end date of which will be determined by Oxford Programs Limited and notified to the Student and/or made available on the relevant course page on the ORAISC website; and **Terms** shall be construed accordingly.

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

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

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

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

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

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

1.8 A reference to a statute or statutory provision shall include all subordinate

legislation made from time to time under that statute or statutory provision.

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

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

1.11 References to clauses are to the clauses of this Contract.

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

2. Parties

This Contract is made between (1) **Oxford Programs Limited** t/a Oxford Royale Academy, incorporated and registered in England & Wales with company number 06045196, whose registered office is at 14 King Street Bristol, BS1 4EF, and (2) the **Student**.

3. Provision of basic details

The Student shall provide Oxford Programs Limited with:

(a) their full name, address and date of birth;

(b) any special medical, accommodation, educational or dietary requirements; and

(c) any other information requested by Oxford Programs Limited

promptly on demand and in any event not later than 30 days prior to the start date of the Course.

4. Variations

Save as otherwise expressly provided in this Contract, no variation to this Contract shall be binding unless agreed in writing between Oxford Programs Limited (which in this case shall require the express written agreement of a director of the company) and the Student.

5. Payments

5.1 Any payment made by the Student (or on the Student's behalf) to Oxford Programs Limited shall be made by bank transfer, bank draft or credit card transaction (made by the card holder) only.

5.2 The Student is responsible for covering any applicable bank charges when making payments to Oxford Programs Limited.

6. Enrolment and deposit

6.1 In order to secure their registration on the Course, the Student shall:

(a) communicate to Oxford Programs Limited their acceptance of the terms of this Contract, following any procedures for doing so which Oxford Programs Limited may specify; and

(b) pay to Oxford Programs Limited a booking deposit of £2,595.

6.2 This Contract is conditional upon satisfaction of the conditions set out in clause 6.1. By paying the booking deposit referred to in clause 6.1(b) the Student communicates their acceptance of this Contract, irrespective of whether or not they have complied with any other procedures for communicating their acceptance in accordance with clause 6.1(a).

6.3 Upon fulfilment of the conditions referred to in clause 6.1 (which in the case of the payments shall mean their receipt in cleared funds by Oxford Programs Limited from the Student or on the Student's behalf) this Contract shall

come into and be of effect.

7. Payment of Course Fees

7.1 The Student shall pay to Oxford Programs Limited the balance of the Course Fees pertaining to the first Term, together with any other monies owed to Oxford Programs Limited, to Oxford Programs Limited in cleared funds not later than 60 days before the first day of the first Term.

7.2 In respect of any subsequent Term, the Student shall pay to Oxford Programs Limited the Course fees pertaining to that Term in cleared funds not later than 60 days before the first day of that Term

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

7.4 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 Limited may from time to time notify to the Student.

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

7.6 In the event that the Student registers for the Course later than the first due date for

payment of Course Fees specified in clause 7.1, they shall upon registration, in addition to the other conditions set out in clause 6, pay the full amount of the Course Fees pertaining to the first Term.

7.7 Course Fees cover accommodation and half board (other than in circumstances where the Student has made alternative accommodation arrangements pursuant to clause 13.3, in which case Course Fees will only cover such items to the extent agreed in such alternative arrangement), tuition, provision of basic learning materials, and use of the facilities of ORAISC. Oxford Programs Limited may arrange additional activities or excursions (such as social outings or educational visits); the costs of such activities or excursions are not included in the Course Fees and will incur additional charges which must be paid in advance of the activity or excursion by or on behalf of the Student if the Student is to be allowed to participate. The Student shall also be responsible for purchasing additional material to support their studies; such material may be offered for sale to the Student by Oxford Programs Limited.

7.8 Where the course leads to the sitting of external examinations, examination entry fees will be payable. Such fees are not included in the Course Fees, and must be paid in advance of any deadline notified to the Student by Oxford Programs Limited if the Student is to be entered for the relevant examination(s). Oxford Programs Limited shall not be liable for the Student's not being entered for any examination, or for late entry fees, where the Student has failed to pay to Oxford Programs Limited the cost of the necessary fees in accordance with this clause.

7.9 Other occasional expenses (including the costs of airport transfers) are not included in the Course Fees. Oxford Programs Limited will invoice the Student in respect of such payments and the Student shall discharge any such invoices in accordance with any terms specified in or with the

invoice or, if none, not later than 30 days after the date of the invoice.

7.10 Where Oxford Programs Limited grants any scholarship or bursary to the Student, Oxford Programs Limited shall provide the Student with an invoice indicating how such scholarship or bursary is to be offset against payment of Course Fees or, where it is awarded after the last instalment of Course Fees has been paid, Oxford Programs Limited shall arrange for the value of the scholarship or bursary to be paid to the Student.

8. Your right to cancel within 14 days

8.1 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 6.3 ("Cancellation Period").

8.2 To exercise the right to cancel, the Student shall inform Oxford Programs Limited 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 study@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.

8.3 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.

8.4 If the Student cancels this Contract in accordance with this clause 8, Oxford Programs Limited 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 Limited received the Student's decision to cancel this Contract. Oxford Programs Limited

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.

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

9. Cancellations, terminations and refunds not falling within clause 8

This clause shall apply to any cancellation by the Student not falling within clause 8 and shall be without prejudice to that clause. No purported cancellation by the Student shall be of effect unless given in writing (by fax to +44 (0) 845 280 01 22, by email to study@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 Limited, and the following terms shall apply to refunds where the Student has cancelled their booking:

9.1 Not used

9.2 Refund of Course Fees

(a) Following cancellation by the Student, a refund (partial or full) of Course Fees relating to any one or more Terms which have not yet commenced will be considered at Oxford Programs Limited's absolute discretion.

(b) For the avoidance of doubt, under no circumstances will a Student be eligible for a

refund of Course Fees relating to a Term which has already begun.

(c) Any refund 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 Limited as well as after deduction of a management charge of 85 Pounds Sterling.

9.3 Termination by Oxford Programs Limited

Where the Contract is terminated by Oxford Programs Limited pursuant to clause 10, no refund of Course Fees already paid shall be made.

9.4 Cancellation by Oxford Programs Limited before the start date

Oxford Programs Limited reserves the right to cancel the Course owing to insufficient demand or other factors beyond Oxford Programs Limited's reasonable control. If such cancellation does not fall within the circumstances provided for in clauses 16 and 17, Oxford Programs Limited shall in such circumstances refund to the Student any Course Fees paid.

9.5 Visa rejections

The Student is referred to clause 24 for terms relating to visa rejections.

9.6 Insurance

(a) The Student is strongly advised by Oxford Programs Limited to take out appropriate insurance to indemnify them against the consequences of needing to cancel at any time (and against other eventualities). The Student should check the scope of the cover provided at the point of booking to ensure they are content with all conditions, inclusions, limitations, financial limits of cover and exclusions from the policy.

(b) Oxford Programs Limited may, in its absolute discretion, choose to enroll the Student in a

block insurance policy. If this occurs, details of the cover provided will be made available to the Student, but it shall remain the responsibility of the Student to ensure that they have adequate insurance cover, which may require them to obtain indemnity additional to any such which Oxford Programs Limited may choose to provide.

(c) The Student is referred to Clause 23 for further terms in relation to insurance.

9.7 Postponement

The Student may request to defer the start of the Course by a written request to Oxford Programs Limited using the contact details set out in this clause 9. Such a request shall be made not later than 4 weeks prior to the start date of the Course. The decision as to whether to grant such a request shall be in the absolute discretion of Oxford Programs Limited. Should the request be granted, Oxford Programs Limited reserves the right (i) to forfeit such part (up to and including 100%) of the booking deposit paid under clause 6.1(b) as it in its absolute discretion considers reasonable to cover the costs incurred by it in booking and making arrangements for the Student's attendance upon the Course, and making arrangements for deferral; and (ii) to request that a further amount be paid so that the amount held as a deposit for the deferred course is again £2,595. The Student should be aware that fees may increase from year to year, and Oxford Programs Limited reserves the right to amend the Course Fees in respect of any such deferred course.

9.8 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 9.1 and 9.2

above. For this reason the Student is strongly advised to take out insurance (see clause 9.6 and Clause 23) against the possibility of needing to cancel the Course or any part of it at any time.

Oxford Programs Limited may, in its absolute discretion, permit the Student to arrive late for the Course in the event of unforeseen illness or bereavement. The Student should submit a written request for such a dispensation to Oxford Programs Limited using the contact details set out in this clause 9 as soon as they become aware of the circumstances giving rise to the request.

9.9 Cancellation or deferral during the Course for medical reasons

(a) In the event of the Student becoming ill during the Course and missing classes or choosing to cancel their place on the Course, no refund of any fees will be made. For this reason the Student is strongly advised to take out insurance (see clause 9.6 and Clause 23) to protect against the possibility of needing to depart the Course prematurely.

(b) Should a Student fall ill so that their studies are substantially interrupted, Oxford Programs Limited, following written application to the Centre Director at ORAISC, may in its absolute discretion permit the Student to defer their studies for a Term. Oxford Programs Limited shall be entitled to request such medical evidence as it considers necessary in order to consider such an application. If the application is granted, no refund of Course Fees will be made for any Term which has begun, and the Student shall be required to pay the full fees applicable to the deferred Term (both as to tuition and as to accommodation and meals) no later than 60 days prior to the start date of the deferred Term or, if this date has already passed when the deferral is agreed by Oxford Programs Limited, forthwith upon such agreement being

given.

9.10 Transfer of place and re-application of monies paid

Without prejudice to clause 18, 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 9.10 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.

9.11 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 ORAISC or withdraw himself from the Course without having made a written cancellation in accordance with this clause 9.

9B. Entry requirements

9B.1 The Student is responsible for making themselves aware of any entry requirements for the Course (including as to English language proficiency, or as to qualifications and grades which Oxford Programs Limited or a third party requires those taking the Course to hold) and for ensuring that they meet all applicable entry requirements. If in any doubt, the Student is advised to contact Oxford Programs Limited ahead of registering for the Course. By registering for the Course by fulfilling the conditions set out in clause 6.1, the Student warrants that they satisfy all entry requirements set by Oxford Programs Limited or by any applicable external examining or accrediting body.

9B.2 If Oxford Programs Limited determines in its absolute discretion that the Student does not meet the entry requirements for the Course, it

may terminate this contract in accordance with clause 10.1(b). Notwithstanding any provision of this Contract to the contrary, Oxford Programs Limited will in such circumstances reimburse to the Student any Course Fees paid, provided that Oxford Programs Limited shall be entitled to deduct from the monies reimbursed an amount equal to any bank charges, exchange fees, or other charges which may be imposed on Oxford Programs Limited in making the reimbursement.

PART A3

This Part applies to any non-standard programme which has been designed "to order" for an individual student or group of students and includes all "bespoke programmes".

1. Definitions and interpretation

In this Contract the following definitions and rules of interpretation shall apply:

1.1 Definitions

"Course" means the programme to be provided by Oxford Programs Limited, particulars of which (including, as relevant, details of the number of participants, the nature of the course or courses to be studied and/or activities to be provided, the length of the course and/or the dates between which it will run, the Course Fees payable, and accommodation and meals to be provided) are set out in the Offer.

"Course Fees" means the fees (per person, where the Course is to be run for more than one person) payable for the Course, as specified in the Offer.

"Offer" means the formal offer of a place made to the Student (and, where applicable, a specified number of other students, which may take the form of a single offer made to the group of students as a whole) following the conclusion of any application process, and any

discussions, negotiations and correspondence between the Student and/or their representative(s) and Oxford Programs Limited.

"ORAISC" means the Oxford Royale Academy International Study Centre, consisting of Yarnton Manor, Yarnton, Oxon, and any associated buildings and land.

"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 <https://www.oxford-royale.co.uk/international-study-centre/ora/useful-information/> or at such other URL as Oxford Programs Limited may choose to make it available.

"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) include their parents or legal guardians.

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

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

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

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

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

1.7 A reference to a statute or statutory provision is a reference to it as amended,

extended or re-enacted from time to time.

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

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

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

1.11 References to clauses are to the clauses of this Contract.

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

2. Parties

This Contract is made between (1) **Oxford Programs Limited** t/a Oxford Royale Academy, incorporated and registered in England & Wales with company number 06045196, whose registered office is at 14 King Street Bristol, BS1 4EF, and (2) the **Student**.

3. Provision of basic details

The Student shall provide Oxford Programs Limited with:

- (a) their full name, address and date of birth;
- (b) any special medical, accommodation, educational or dietary requirements; and
- (c) any other information requested by Oxford Programs Limited

promptly on demand and in any event not later than 30 days prior to the start date of the Course.

4. Variations

Save as otherwise expressly provided in this Contract, no variation to this Contract shall be binding unless agreed in writing between Oxford Programs Limited (which in this case shall require the express written agreement of a director of the company) and the Student.

5. Payments

5.1 Any payment made by the Student (or on the Student's behalf) to Oxford Programs Limited shall be made by bank transfer, bank draft or credit card transaction (made by the card holder) only.

5.2 The Student is responsible for covering any applicable bank charges when making payments to Oxford Programs Limited.

6. Booking deposit

6.1 In order to secure their registration on the Course, the Student shall:

(a) communicate to Oxford Programs Limited their acceptance of the Offer and of the terms of this Contract, following any procedures for doing so specified in the Offer or elsewhere; and

(b) pay to Oxford Programs Limited a deposit of £2,595.

6.2 By paying the deposit referred to in clause 6.1(b) the Student communicates their acceptance of this Contract, irrespective of whether or not they have complied with any other procedures for communicating their acceptance in accordance with clause 6.1(a).

6A. Conditionality of the Contract (courses for individuals)

6A.1 This clause 6A shall be of effect only where the Student is the sole individual taking the Course.

6A.2 This Contract is conditional upon satisfaction of the conditions set out in clause 6.1.

6A.3 Upon fulfilment of the conditions referred to in clause 6.1 (which in the case of the deposit shall mean its receipt in cleared funds by Oxford Programs Limited from the Student or on the Student's behalf) this Contract shall come into and be of effect.

6B. Conditionality of the Contract (courses for groups)

6B.1 This clause 6B shall be of effect only where it is intended that the Course be provided to more than one individual.

6B.2 This Contract shall come into and be of effect on the date on which the deposit referred to in clause 6.1(b) is received in cleared funds by Oxford Programs Limited from the Student or on the Student's behalf, but Clauses 7, 9-11, 12-15, 23-24, 26-30, and 33 of this Contract are conditional upon:

(a) satisfaction of the conditions set out in clause 6.1; and

(b) Oxford Programs Limited's receipt of monies (in cleared funds) from or on behalf of the persons comprising the group to whom the Offer was made, amounting to not less than £2,595 multiplied by the total number of persons specified in the Offer.

6B.3 Upon fulfilment of the conditions referred to in clause 6B.2 this Contract shall become unconditional.

6B.4 In its absolute discretion, Oxford Programs Limited shall be entitled to waive compliance with

the condition set out in clause 6B.2(b) in respect of any student within the group to whom the Offer was made, but this shall not oblige Oxford Programs Limited to waive the said condition in respect of any other member of the group.

6B.5 At any time before this Contract becomes unconditional Oxford Programs Limited shall be entitled to determine it with Immediate effect by giving written notice of determination to the Student.

6B.6 Without prejudice to clause 8, if Oxford Programs Limited elects to determine the Contract pursuant to clause 6B.5, it shall be entitled to retain all or such portion of the monies paid by the Student before the date on which notice of termination is given to the Student as is fair and reasonable in all the circumstances to cover costs incurred by Oxford Programs Limited in making preparations for the Course.

7. Payment of balance of Course fees

7.1 Any and all monies owing to Oxford Programs Ltd. (including but not limited to the balance of any Course Fees) shall be paid in cleared funds without set-off or deduction of any kind by the Student or on the Student's behalf to Oxford Programs Limited not later than 60 days before the start date of the Course.

7.2 If any amount remains unpaid after its due date, the Student shall pay without set-off or deduction of any kind to Oxford Programs Limited 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 Limited.

7.3 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 Limited may from time to time notify to the Student.

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

7.5 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.

7.6 Entry fees for external examinations (if any) are not included in the Course Fees, and must be paid in advance of any deadline notified to the Student by Oxford Programs Limited if the Student is to be entered for the relevant examination(s). Oxford Programs Limited shall not be liable for the Student's not being entered for any examination, or for late entry fees, where the Student has failed to pay to Oxford Programs Limited the cost of the necessary fees in accordance with this clause.

8. Your right to cancel within 14 days

8.1 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 6A.3 or 6B.2 (as applicable) ("**Cancellation Period**").

8.2 To exercise the right to cancel, the Student shall inform Oxford Programs Limited 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 study@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.

8.3 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.

8.4 If the Student cancels this Contract in accordance with this clause 8, Oxford Programs Limited 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 Limited received the Student's decision to cancel this Contract. Oxford Programs Limited 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.

8.5 If the Student has 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 Limited an amount which is in proportion to the services which have been performed up to the point at which Oxford Programs Limited received the Student's communication of cancellation of this Contract, in comparison with the full coverage of the Contract.

9. Cancellations, terminations and refunds not falling within clause 8

This clause shall apply to any cancellation by the Student not falling within clause 8 and shall be without prejudice to that clause. No purported cancellation by the Student shall be of effect unless given in writing (by fax to +44 (0) 845 280 01 22, by email to study@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 Limited, and the following terms shall apply to refunds where the Student has cancelled their booking:

9.1 Booking deposit

No refund of the booking deposit paid under clause 6.1 will be made under any circumstances, save as expressly provided by this Contract.

9.2 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

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 Limited as well as after deduction of a management charge of 85 Pounds Sterling.

9.3 Cancellations or terminations on or after start date

Where a cancellation or termination of the Course occurs on or after the start date for any reason (either by the Student or by Oxford Programs Limited) the Student shall receive no refund of any Course fees already paid or incurred.

9.4 Cancellation by Oxford Programs Limited before the start date

Without prejudice to clause 9A, Oxford Programs

Limited reserves the right to cancel the Course owing to factors beyond Oxford Programs Limited's reasonable control. If such cancellation does not fall within the circumstances provided for in clauses 16 and 17, Oxford Programs Limited shall in such circumstances refund to the Student any Course fees paid.

9.5 Visa rejections

The Student is referred to clause 24 for terms relating to visa rejections.

9.6 Insurance

(a) The Student is strongly advised by Oxford Programs Limited to take out appropriate insurance to indemnify them against the consequences of needing to cancel at any time (and against other eventualities). The Student should check the scope of the cover provided at the point of booking to ensure they are content with all conditions, inclusions, limitations, financial limits of cover and exclusions from the policy.

(b) Oxford Programs Limited may, in its absolute discretion, choose to enroll the Student in a block insurance policy. If this occurs, details of the cover provided will be made available to the Student, but it shall remain the responsibility of the Student to ensure that they have adequate insurance cover, which may require them to obtain indemnity additional to any such which Oxford Programs Limited may choose to provide.

(c) The Student is referred to Clause 23 for further terms in relation to insurance.

9.7 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 9.7 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of course

fees paid including illness arising before or during the Course.

9.8 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 9.1 and 9.2 above. For this reason the Student is strongly advised to take out insurance (see clause 9.6 and Clause 23) against the possibility of needing to cancel the Course or any part of it at any time.

9.9 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 clause 9.6 and Clause 23) to protect against the possibility of needing to depart the Course prematurely.

9.10 Transfer of place and re-application of monies paid

Without prejudice to clause 18, 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 9.10 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.

9.11 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 ORAISC or withdraw himself from the Course without having made a written cancellation in accordance with this clause 9.

9A. Insufficient numbers to run the Course (courses for groups)

9A.1 This clause 9A shall be of effect only where it is intended that the Course be provided to more than one individual.

9A.2 Where, as a result of:

(a) cancellation by a student or students of their contract to participate in the Course under clauses 8 or 9;

(b) insufficient students entering into contracts to participate in the Course; or

(c) termination by Oxford Programs Limited of the contracts of a student or students to participate in the Course pursuant to clause 10.1

Oxford Programs Limited in its absolute discretion considers that it is no longer viable to run the Course, Oxford Programs Limited shall be entitled to terminate this Contract with immediate effect by written notice to the Student, and shall be entitled to retain all or such portion of the monies paid by the Student before the date on which notice of termination is given as is fair and reasonable in all the circumstances to cover costs incurred by Oxford Programs Limited in making preparations for the Course. In appropriate circumstances, Oxford Programs Limited may be able to offer alternative components for the Course or an alternative course, but shall be under no obligation to do so.

PART B

10. Termination

10.1 Oxford Programs Limited shall be entitled forthwith to terminate this Contract (and any other contract for a course or courses booked but which have not yet commenced) by written

notice to the Student if:

(a) payment of all and any monies owing to Oxford Programs Limited (including 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 10.1(a) the Student commits any breach of the provisions of this Contract (including a breach where Oxford Programs Limited 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 Limited, 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 Limited 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.

10.2 For the purpose of but subject to clause 10.1(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).

10.3 Any waiver by Oxford Programs Limited 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.

10.4 The rights to terminate this Contract conferred by this clause 10 shall be without prejudice to any other right or remedy of Oxford Programs Limited in respect of the breach concerned and any other breach.

11. Consequences of complete or partial termination

11.1 Upon registration for the Course by fulfilment of the conditions set out in clause 6.1, the Student is committed to taking up the place on the Course and paying the full Course Fees as provided for in clauses 6 and 7 and requests for refunds following cancellation or termination after the Course has started shall be treated solely in accordance with clause 9.

11.2 Oxford Programs Limited accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 10.1 only, including but without limit to the foregoing the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.

11.3 Following the point of termination (where this occurs after the Course has begun, or after the Student has begun to travel to ORAISC to attend the Course) for whatever reason and without prejudice to clause 11.2 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 ORAISC 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.

11.4 After termination of this Contract (for whatever reason), Oxford Programs Limited shall have no further responsibility toward the Student under this Contract. Nevertheless, where the Student has not permanently departed ORAISC within the prescribed time under clause 11.3 above, Oxford Programs

Limited reserves the right, and shall be entitled, to move the Student from ORAISC to another location.

11.5 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 33.

12. The Student's responsibilities

12.1 The Student undertakes to Oxford Programs Limited:

(a) if requested by Oxford Programs Limited to provide references in respect of himself which Oxford Programs Limited considers in its sole discretion to be satisfactory;

(b) to behave responsibly and not to damage any property belonging to Oxford Programs Limited or to any other person;

(c) fully to indemnify Oxford Programs Limited against any loss or damage to the premises, furniture or other property of Oxford Programs Limited or of any other person by the Student or ensuing as a reasonably (in the opinion of Oxford Programs Limited) foreseeable consequence of any act or omission of the Student and to indemnify Oxford Programs Limited against any and all claims or costs in respect thereof, and to pay any amount due to Oxford Programs Limited under this clause 12.1(c) in cleared funds without deduction or set-off of any kind within 7 days of a written demand being made by Oxford Programs Limited;

(d) not to undertake any activity that may be liable (in the opinion of Oxford Programs Limited) to bring Oxford Programs Limited, or other persons or venues (whether or not Course

activities are held there) into disrepute;

(e) to treat the facilities and the premises of ORAISC, 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 ORAISC or other venues to which public use or access are unauthorised;

(f) not to smoke in any room at ORAISC; 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;

(g) without prejudice to Clause 12.1(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 Limited 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 ORAISC 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 ORAISC or any other venues (whether or not Course activities are held there) save in accordance with such

regulations as may be made concerning decoration of the Student's room.

12.2 As provided in Clauses 10 and 11 Oxford Programs Limited reserves the right at any time to exclude from the Course and from ORAISC and to terminate this Contract in respect of any Student whose behaviour is, in the opinion of Oxford Programs Limited, unacceptable or an unacceptable nuisance or annoyance to other students or to others at ORAISC or elsewhere and Clause 9.3 (no refunds) shall apply. Oxford Programs Limited also reserves the right at any time (including before commencement of the Course) to exclude from the Course and from ORAISC 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 Limited) unacceptable, or where the Student has breached the rules or regulations on any other course operated by or on behalf of Oxford Programs Limited, and Clause 9.3 shall apply.

12.3 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 likely to be dealt with immediately and may lead to expulsion from the Course and termination of this Contract pursuant to Clauses 10 and 11.

12.4 Oxford Programs Limited reserves the right to refer instances of what it perceives to be obstructive, disruptive, aggressive or illegal behaviour by the Student to the police or other authorities.

12.5 The Student shall be required to meet all academic and English language proficiency requirements which Oxford Programs Limited has stipulated as prerequisites for participating in the Course in the Offer, its promotional

literature or during the booking process. If the Student does not meet such academic or English language proficiency requirements, they may be removed from the Course and this Contract terminated in accordance with clause 10.1(b).

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

12.7 Oxford Programs Limited reserves the right not to issue or to rescind the Student's graduation certificate, course report, reference or similar, or to refuse to enter the Student for (or to withdraw the Student from) any external examination where the Student has in the opinion of Oxford Programs Limited breached any of the terms of this Contract.

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

13. Oxford Programs Limited's responsibilities

13.1 Oxford Programs Limited shall deliver the Course, using reasonable care and skill.

13.2 Oxford Programs Limited reserves the right to change Course start dates, Course content and to make other alterations without prior warning to their academic and extracurricular timetables depending on the availability of lecturers and other staff and other factors.

13.3 Unless otherwise agreed, the Course fees include provision to the Student of suitable accommodation (which may be shared with another student). If the Student (or, where the Student is aged under 18, their parents or legal

guardians) so wishes, they may opt to arrange their own accommodation and attend the Course as a day student. Such arrangements must be made with Oxford Programs Limited before booking a course, and fees will be agreed to reflect such alternative accommodation arrangements. The terms of such an agreement (in this clause, "**Agreement**"), including such provisions as to 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 Limited will have no responsibility for, or liability in respect of, the Student's accommodation or meals save as provided in the Agreement.

13.4 If the Course includes teaching or tuition constituting all or part of a student's preparation for external examinations (for example, AS or A Levels, set by examining boards approved by the UK Qualifications and Curriculum Authority), Oxford Programs Limited shall exercise reasonable care, diligence and skill in preparing the Student for such examinations (taking into account the amount of teacher-student contact time specified in the Offer and any other provisions or restrictions set out in the Offer), following the appropriate curricula, and with reference to the individual educational needs of the Student. However, Oxford Programs Limited does not warrant that the Student will pass any or all of the examinations which they sit, or that they will be awarded any particular grade or grades. Neither does Oxford Programs Limited warrant that undertaking the Course or any other course run by Oxford Programs Limited will procure (or contribute to the procuring of) entry onto any course run by any other institution (including university-level courses) or employment of any kind.

14. Absence from the Course

In the event of any period of absence from the Course, the Student shall not be permitted any extension to complete the Course and shall not be eligible for any refund of any fees for the period of absence.

15. Rules & Regulations

15.1 The Student is bound by the Rules & Regulations, a copy of which will be made available to all students, and which are in any event available on Oxford Programs Limited's website at <https://www.oxford-royale.co.uk/international-study-centre/ora/useful-information/> or at such other URL as Oxford Programs Limited may choose to make them available. The Student shall not violate the Rules & Regulations or any of them, or any estate rules in force from time to time in respect of ORAISC.

15.2 By paying the deposit referred to in clause 6 of this Contract the Student confirms that it has read and agrees to abide by the Rules & Regulations.

15.3 Oxford Programs Limited reserves the right to make alterations without prior warning to the Rules & Regulations.

16. Limitation of liability

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

16.2 Without limiting the generality of this

clause 16 or of the Contract as a whole, Oxford Programs Limited will not accept liability in the following circumstances:

(a) loss of or damage to personal belongings whether or not caused by Oxford Programs Limited'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 who is not a party to this Contract;

(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 Limited'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 Limited or the supplier of any service, even with all reasonable care, could not foresee or forestall.

16.3 Where Oxford Programs Limited makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to Oxford Programs Limited or its insurers any rights it may have to pursue any other third party. The Student must thereafter provide Oxford Programs Limited and its insurers with all assistance required in connection with any claim or claims against such third parties.

17. Force majeure

Without prejudice to Clause 16, Oxford Programs Ltd. shall not be deemed to be in breach of this Contract or otherwise 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.

18. Assignment

18.1 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.

18.2 Oxford Programs Limited shall be entitled to assign the benefit and/or burden of this Contract to any person without requiring any consent of the Student.

19. Notices and service

19.1 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) to the other party, in the case of Oxford Programs Limited at the addresses stated in clause 9, and in the case of the Student at their address as stated in the last communication of each type received from them.

19.2 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 evidence 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.

19.3 Any notice or other information sent by fax transmission, email or comparable means of communication shall be deemed to have been duly received on the date of transmission (in the time zone where it is received) provided that a confirming copy thereof is sent by first class pre-paid post to the other party within 24 hours after transmission.

19.4 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 its parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

20. Governing law and jurisdiction

The interpretation and performance of this Contract shall be subject in all respects to English law and the Student hereby submits to exclusive jurisdiction of the English courts in respect of any difference or dispute that may occur as between the parties to this Contract in relation to this Contract or any other matter.

21. 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.

22. 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 Limited and the Student or any other person.

23. Insurance

23.1 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, and recovery of Course fees and flights booked or needed in the event of cancellation or early departure.

23.2 EU nationals shall bring valid documentation entitling them to free-at-the-point-of-delivery medical treatment on the UK National Health Service such being additional to and not instead of comprehensive insurance as set out in clause 23.1.

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

24. Visas

24.1 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 Limited 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 9.

24.2 The Student shall comply fully with the immigration laws of the United Kingdom when entering the UK to participate in the Course.

24.3 Details of immigration responsibilities can be found on the UK Visas and Immigration website.

25. Representation

The Student undertakes to Oxford Programs Limited:

(a) not to make trade mark use of any name, trade mark or logo of Oxford Programs Limited (including those relating to Oxford Royale Academy and ORAISC);

(b) not to make trade mark use of any name, trade mark or logo of any other person.

26. Communication of this Contract

26.1 Oxford Programs Limited 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.

26.2 Specifically this Contract will be:

(a) presented every day (except during unavoidable and limited website maintenance or down-time) online on our website at www.oxford-royale.co.uk as a link which may be viewed and printed off in full at any time; or

(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; or

(c) provided in hard copy or electronic form to all Students as a document as part of the welcome materials which are distributed after the first payment has been received by Oxford Programs Ltd.

27. Marketing, photography and videos

27.1 Subject to Clause 27.3 the Student agrees to participate in promotional activities undertaken by Oxford Programs Limited which include photography, videoing, recording and other such activities.

27.2 These activities may result in the production of materials featuring the Student

such as brochures, posters, websites, newsletters and marketing campaigns.

27.3 Where desired, the Student is able to opt out in advance of arrival at ORAISC of involvement in such marketing by sending an email requesting the same to study@oxford-royale.co.uk or to such other address as may be notified to the Student by Oxford Programs Limited from time to time.

28. Press / media

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

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

29.1 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 Limited's website at <https://www.oxford-royale.co.uk/international-study-centre/ora/useful-information/>. 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 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 Limited may choose to make them available).

29.2 Oxford Programs Limited will require the Student's parents/ legal guardians to complete a medical and dietary information form prior to the Student's arrival in the UK. The Student's parents or legal guardians 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 shall notify Oxford Programs Limited forthwith of any changes.

29.3 Oxford Programs Limited reserves the right to terminate the Student's enrolment on the Course if, in Oxford Programs Limited's reasonable opinion, the Student's continued participation represents a risk to their health and safety or to the health and safety of others. In such circumstances, Oxford Programs Limited will refund all fees paid by the Student in respect of the Course.

30. Complaints procedure

The Student is entitled to make a complaint by following the complaints procedure documented on Oxford Program Limited's website at www.oxford-royale.co.uk.

31. Value Added Tax (VAT)

31.1 All prices stated by Oxford Programs Limited in its electronic and paper marketing materials are inclusive of VAT (unless the contrary is specified).

31.2 Oxford Programs Limited's VAT number is 880277603.

32. Oxford Programs Limited and the University of Oxford

It is important to be clear that Oxford Programs Limited is not part of or otherwise affiliated to

the University of Oxford. Oxford Programs Limited contracts with institutions including the University of Oxford and also contracts with tutors from those institutions but does not operate under the aegis of the University of Oxford.

33. Continuing obligations

The following provisions of this Contract shall survive expiry at termination of this Contract howsoever they arise and shall continue in force indefinitely:

Clause 1 (Definitions and interpretation), Clause 2 (Parties), Clause 5 (Payments), Clause 7 (Balance payment), Clause 10.4 (Termination), Clause 11 (Consequences of complete or partial termination), Clause 12.1 (c) and (h) (The Student's responsibilities), Clause 12.4, 12.7, and 12.8 (The Student's responsibilities), Clause 16 (Limitation of liability), Clause 20 (Governing Law and jurisdiction), Clause 21 (Third party rights), Clause 25 (Representation), Clause 27 (Marketing, photography and videos), Clause 30 (Complaints procedure).

Version 21.06.16



Where you are not acknowledging acceptance of these terms online, the Student (or, if the Student is aged under 18, a parent or legal guardian) must sign and date below.

I agree to be bound by the applicable parts of the above Terms & Conditions of Enrolment.

.....
(sign)
(date)

.....
(print name)