



TERMS AND CONDITIONS 2018 -19

A. Introduction

1. These Terms and Conditions (“the Terms”) must be read carefully, fully understood and agreed to before accepting a place at Oxford International College (the “College”).
2. These Terms when taken together with the
 - 2.1 Offer letter
 - 2.2 Conditions of offer (if applicable)
 - 2.3 Schedule of fees

constitute the entire agreement between the parties and shall supersede any and all promises, representations, warranties or other statements whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any prospectus, leaflet, brochure or other document given by the College or any party representing the College.

3. These Terms apply to all admissions now made for courses commencing in or after August 2019 and supersede all previously published terms and conditions.
4. College prospectus and website - The College prospectus and website describe the broad principles on which the College is presently run and gives an indication of our history and ethos and programmes of study. While accurate at the time of publication, the details contained in the prospectus and website may be reviewed or amended at any later date and therefore neither the College prospectus or website are part of a formal agreement between Parents/Guardians and the College. Parents/Guardians wishing to place specific reliance on a matter contained in the prospectus or website should seek written confirmation of that matter before applying to the College and such matter, if it is to be binding on the parties, should be detailed in the College’s offer letter.
5. The College’s organisational policies - The College has policies on admissions, bullying, safeguarding, child protection, radicalisation, health & safety, promotion of good behaviour, sanctions in cases of concern with regard to behaviour, complaints and exclusions. Copies of these policies are available on written request from the College. The Student must abide by the College’s policies set out in the Student Handbook and Accommodation Handbook or as may be published or announced by the Director and Principal.

B. Definitions

6. In these Terms, the following capitalised terms shall have the following meaning:

“CAS” means the Confirmation of Acceptance of Studies document required by the Home Office /UKVI for the purposes of the student’s visa application AND for the avoidance of doubt the College will only issue one (1) CAS per Student and it is the Student / Parent / Guardian’s responsibility to utilise the CAS prior to its expiry. If the CAS is unsuccessful as the result of a lack of compliance by a parent or agent, the college will not issue a new CAS and any deposit is forfeit.

“Acceptance Deposit” means the deposit detailed in the offer letter and required to be paid in order to secure a place at the College;

“Director / Principal” means the appointed head of the College in place from time to time;

“Final Information Form” means the form completed by the Student following the completion of the course and results setting out the Student’s University destination and / or bank account details for the sole purpose of refund administration;

“Force Majeure Events” means events beyond the reasonable control of the College or Students/Parents/Guardians and include but are not limited to events such as storm, fire, flood, war, riot, civil unrest, acts of terrorism, industrial disputes, strikes, outbreaks of epidemic or pandemic disease and chemical or biological contamination;

“IELTS” means the International English Language Testing System, being the international standardised test of English language proficiency for non-native English language speakers;

“Parents / Guardians” means any person who has signed the application form;

” Scholarship Conditions” means the conditions between the College and the Student contained in Annex 2;

“Senior Leadership Team” means the senior leadership team of the College in place from time to time;

“Summer Exeat Form” means the form completed by the Student in June setting out the Student’s travel and accommodation information during the summer period away from the College;

“Student” means the person named on the application form;

“Student Handbook” means the handbook produced by the College for Students detailing the various policies of the College; and

“UKVI” means UK Visas and Immigration, being a division of the Home Office responsible for the UK visa system, or such other UK organisation that should succeed it and be responsible for its functions.

C. Application and Admission

7. Deposits

- 7.1 Acceptance Deposit. To accept an offer from the College, an Acceptance Deposit is required (please see fee structure). The Acceptance Deposit is held in the general funds of the College and is refundable without interest on completion of the full A-level, GCSE, Pathway or Foundation course.
- 7.2 The Acceptance Deposit is held against any damages and other disbursements or deductions including but not limited to outstanding accommodation costs, voluntary and compulsory trips (under £100), exam fees, short fall on accounts, any credit charges for late payments, and if, at the end of the full A-level /GCSE course, there are monies remaining these monies can be offset against the disbursements or deductions otherwise an invoice will be issued for any damages or disbursements in excess of the Acceptance Deposit and such invoice must be settled in full no later than 14 days of the invoice date or it will be subject to the late payment conditions at paragraph 9.4 below. Any monies remaining will be refunded on or before 31st December of the year of completion of the course. This is on provision that the Student completes the Summer Exeat Form in June of the year of course completion and the Final Information Form in August of the year of the course completion.
- 7.3 All offers made by the College are subject to place availability. A Student’s place will be secured until the fee deadline as stated in the offer letter/invoice and a place at the College will only be guaranteed when the College receives payment as set out in paragraph 9 of these Terms.
8. Refunds – the College policy on refunds includes but is not limited to the following:
- 8.1 During the application process, a refund of the Acceptance Deposit will be made if the College withdraws the offer of the course for any reason.
- 8.2 No refund of any fee will be given if falsified documents are used in, or the College is misled in any way or requested information not disclosed during and after the application process.
- 8.3 If an application is withdrawn after accepting the Colleges’ offer the Acceptance Deposit will not be refunded.
- 8.4 Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary to the College from that person.
- 8.5 All payments made prior to enrolment (excluding the Acceptance Deposit, application registration fee and CAS fee) are refundable in the event that a student is unable to meet visa entry requirements subject to receipt of an official visa rejection letter.
- 8.6 A Student who does not meet the College’s minimum academic attainment criteria during and after the first year of study and is either not offered an alternative course of study or refuses the alternative course of study and is instructed to withdraw from the College will be entitled to receive the Acceptance Deposit less any applicable disbursements and sundry charges as described in paragraph 7.2 above. The Colleges minimum academic attainment criteria will be issued with the offer letter. A student who is asked to leave following a serious breach of the College’s rules is not entitled to any refunds.
- 8.7 The College is unable to refund, reduce, or waive fees where the Student is absent due to injury or other emergency, unforeseen event or change in personal circumstances. The person responsible for payment of the fees is therefore advised to arrange adequate insurance to provide cover for the refund of fees.

All refund decisions will be at the discretion of the College and will be taken following a review by the Senior Leadership Team on a case by case basis and be subject to the written agreement of the Director, Principal and Chief Education Officer.

Students not subject to withdrawal or expulsion may leave College before the date specified as the end of the academic year or term but if a Student leaves College early in such circumstances fees will not be reduced or refunded.

Students not subject to withdrawal or exclusion may leave the College before the date specified as the end of the academic year or term however, if a student leaves College early in such circumstances fees will not be reduced nor refunded.

D. Fees

9. Tuition and Accommodation fees

- 9.1 The fees due in any one academic year are those published for that academic year and are payable biannually or in full by the date specified on the invoices. The commencement of a Student’s study at the College is dependent on one biannual payment having been received by the Student.

- 9.2 Fees are subject to periodic review and biannual payments may be subject to any increase in fees which may be announced during the academic year. Any fee increases announced from 1st January to 31st July will be effective from 1st December. Any fee increases announced from 1st August to 31st December will apply to the following year's September payment.
- 9.3 Fees which remain unpaid two weeks after the date for payment specified on the relevant invoices will be subject without exception to a £200 late payment charge. If alternative payment arrangements are made under paragraph 9.8 below, the £200 surcharge will apply immediately if any of the agreed alternative instalment dates are not met.
- 9.4 If fee payments become overdue, the College also reserves the right to:
1. suspend or cancel tuition and to charge interest on the outstanding balance at the rate of 5% above the base rate of Lloyds Bank per month or part thereof; and/or
 2. execute a lien over all property belonging to the Student/Parent/Guardian or in the possession of the same whilst at the College.
- 9.5 Fees remain payable if notice of withdrawal has not been given in accordance with the conditions found in paragraph 10 below.
- 9.6 Parents/Guardians will indemnify the College against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the College in recovering sums due in each case without prejudice to any other rights or remedies available to the College.
- 9.8 Parents/Guardians who may have difficulty in meeting biannual payment requirements, should discuss their situation at the earliest possible opportunity with the College's finance department to see if any alternative arrangements could be made, for example payment by alternative instalments. If any such alternative arrangements are made, they must be confirmed in writing by the College's finance department.
- 9.9 The College is not obliged to issue any reductions in fees for any reason.
- 9.10 Fees for individually arranged one-to-one lessons missed by students or cancelled by students with less than 24-hour notice are payable unless authorised by the Director of Studies / Principal. Students are required to give a minimum of twenty four hours notice if they know they will not be able to attend a scheduled lesson.
- 9.11 Students receiving a College scholarship will be subject to the Scholarship Conditions.
- 9.12 Any payments made to the College, which are not honoured, will be subject to a bank administration charge of £25 per unpaid item.
- 9.13 Payments can be made to the College by cheque, bank transfer or electronic transfer. The Student's name and reference must always be included on the transfer document, indicating that the transfer is in respect of College fees. Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied against the Student's Acceptance Deposit in line with paragraph 7.2 above. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
- 9.14 Fee communications will be sent to the person responsible for paying the fees unless written instructions are received by the College to the contrary. Payment of fees shall be in pounds sterling.

E. Withdrawal and Notice

10. Biannual payment period notice must be given before a Student is withdrawn from the College or one biannual payment fees in lieu will be immediately due and payable as a debt at the rate applicable on the date of invoice. This applies even if a different payment scheduled has been agreed by the College. The Student's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents/Guardian and will need to be supported in writing from the Parent/Guardian.
11. Notice of discontinuation of any subject that requires additional tuition fees must be given in writing one full term in advance, otherwise payment for the next term will be required. Receipt of this notice must be confirmed in writing by the College.
12. If withdrawal is due to refusal of a visa extension, then less notice may be accepted (at the College's discretion) if full written details are provided before a course recommences. Notice of withdrawal must be given in writing from the Parent/Guardian and is effective from the date it is received by the College. A Student will not be entitled to a refund of the Acceptance Deposit regardless of the notice period given.
13. Any international Student withdrawing from the College for any reason will be reported to the UKVI within the time limits as given by the UKVI. The Student will also be required to provide documentary evidence of their return to their home country or their sponsorship by a new educational establishment.
14. The College will not terminate the contract without good cause, including but not limited to breach of the Terms or College policies, non-payment of fees or refusal to follow an alternative course of study where the College's minimum academic attainment criteria is not achieved and without full consultation with Parents/Guardians and the Student (where appropriate) and the College will offer the Parent/Guardian a review of a decision to terminate with the Senior Leadership Team. Any decisions to terminate an agreement will be subject to the College's appeals procedure, a copy of which can be provided on written request and any decision as to refunds will be at the College's discretion.

F. Accommodation and Pastoral Care

15. Accommodation - Students residing in College accommodation and their Parents/Guardians must comply with the conditions contained in Annex 1 to these Terms.
16. Parents/Guardians are requested to indicate their accommodation preference for Students prior to enrolment. Whilst the College will use reasonable endeavours to provide the accommodation requested, the type of accommodation requested cannot be guaranteed. Students will be invoiced for the type of accommodation allocated by the College. Once the Acceptance Deposit has been paid, accommodation is reserved. In relation to Students under the age of 16 on enrolment, the College will choose the accommodation it deems most appropriate for those Students and in these circumstances the College's choice will supersede any accommodation request from the Parents/Guardians.
17. If the invoice referenced in paragraph 16 above is not paid before term starts reserved accommodation may be released.
- 18.1 Changes of Accommodation - No change to the type of accommodation arrangements will be made without the written permission of the College. This permission will only be given in exceptional circumstances. If a Student makes a change to his/her accommodation arrangements without the prior consent of the College, the Student shall remain liable for the full accommodation payments invoiced or reserved at the time of enrolment.
- 18.2 The College may at any time ask the Student to change accommodation including where this is due to misbehaviour, negligence or an act or omission of the Student. Any additional fee will become immediately payable. The College reserves the right to move a Student to alternative accommodation for reasons including but not limited to building maintenance, Student's and other occupants' wellbeing, need to re-allocate the room to another student/staff.
- 19.1 Non-term time accommodation – Boarding fees cover term time accommodation only. Students returning from holidays can move into their room from 5.00 pm on the day before term starts. Summer Accommodation is available to AS boarding students during the summer holidays (subject to availability) – weekly fees apply. Pastoral care will not be provided over the Summer holiday. Summer Accommodation invoices must be settled as per invoice due date. Accommodation is not provided to boarding students during Christmas break. Accommodation may be provided to students during Easter. If students would like to stay in the accommodation over Easter, they may request to do so but a small charge of £20 per night for full board and accommodation will apply. Accommodation cannot be guaranteed. There will be a small charge for the storage of luggage. If students enrol as day pupils on an Easter course with Oxford Science Studies (OXSS), discounts on accommodation at Wavy Gate may be available. Students who enrol with Oxford Summer Academy (OSA) or OXSS on summer courses may have accommodation options at other locations offered to them. Meals are not provided during Easter, Christmas or summer breaks. Please note, that storage facilities during summer holidays can only be provided to returning students.
- 19.2 The College will charge the Student if the Student leaves belongings in College accommodation during vacations in such a condition that it is impractical to clean, maintain or repair the room.
20. Personal property - Students are responsible for the security and safe use of all personal property. A Student may not bring any item of equipment on to College premises (both teaching and boarding) which are not compliant with the current UK Health and Safety regulations.
21. Communication
 - 21.1 Students must provide the College with their own and their Parent's/Guardian's personal email addresses and telephone and mobile numbers prior to arrival, in order that communication, to include transmission of student reports, may be maintained at all times. Students/Parents/Guardians must also advise of any changes to contact details as they occur.
 - 21.2 Where Parents are separated or divorced, reports and other information will be sent to the person(s) designated by the Student/Parents/Guardians.

G. Educational Matters

22. Provision of tuition
 - 22.1 If any AS or A-Level subject is undersubscribed and there are less than four students showing interest in the subject after enrolment, the College will be willing to run the course, however there will be an additional fee to cover the cost of individual tuition and the weekly number of hours of tuition may be reduced as the class sizes will result in less hours being necessary. In such circumstances, the College shall provide details of the proposed varied fee and the Parents/Guardians shall have 14 days in which to confirm in writing that they wish the Student to continue with the undersubscribed subject. Receipt by the College of the written confirmation shall be a valid variation of the fees payable in respect of the Student.
 - 22.3 The College reserves the right to reduce the standard hours of individual tuition for groups of four or less to a minimum of four hours per week and the Student may be charged accordingly.
23. Examinations
 - 23.1 Fees for public examinations that constitute part of the A-level course are not included in the tuition fees. Additional academic courses and enrichment courses, including but not limited to IELTS, Native language, August UCAS programme, EPQ, Duke of Edinburgh, Aptitude Tests, Goodwill Ambassador Programme, are not covered by the tuition fees and are an additional expense due from the Student.
 - 23.2 The College reserves the right to refuse entry to public examinations if the tuition fees have not been paid in full by the due date agreed.
 - 23.3 It is the responsibility of the Student to ensure that they are entered into the correct examinations at the College.

24. Academic Criteria

- 24.1 All international students are required to attend IELTS/English language classes alongside their academic studies until they achieve the required grade for their university destinations. The cost of these classes will be added to the invoice.
- 24.2 Students who do not meet our minimum criteria for English language proficiency but have received an offer of study may be required to take one to one sessions with our English tutor; this would be at the college's discretion at an additional cost which may be specified before studies commence.
- 24.3 Students will follow courses of Study and be entered examinations at the discretion of the Director / Principal / Chief Education Officer. In the event of a dispute between the Student or the Parents/Guardians and the College, the Director / Principal and Chief Education Officer's decision is final.
- 24.4 Students are accepted into the College on the strict understanding that progression through the course is conditional upon required attendance and compliance with the College's minimum academic attainment criteria.
- 24.5 Students are formally assessed continually by both teachers and administration throughout the course. The assessment will take into consideration areas, including but not limited to:
- Coursework and assignments
 - Mock examinations, mid-term reviews, scits and internal College examination results,
 - Attendance and punctuality
 - Effort in class, homework and weekly tests
- 24.6 Students who do not meet the College's minimum academic attainment criteria after the first year of study will not be allowed to proceed with their original course and may be asked to repeat the year or withdraw from the College.
- 24.7 Students will attend College during the standard published term dates. Term time holidays are not permitted. Term-time leave may be allowed in exceptional circumstances and is at the sole discretion of the Director / Principal / Chief Education Officer.
25. Progress reports - The College monitors each Student's progress and Parents/Guardians will receive a formal report of the Student's progress via the parent portal/email.
26. Special educational needs – Parents/Guardians will, as soon as possible, inform the College if the Student develops any learning difficulty or they identify a previous learning disability of which the College has not been informed whilst they attend College. Parents/Guardians will be notified if it appears that formal assessment by an education psychologist is advisable or the Student is falling behind with studies. A formal assessment can be arranged by the College at the Parents'/Guardians' expense, or by the Parents/Guardians. The Colleges staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
27. College visits – acceptance of a place to study at the College indicates agreement to the following indemnity:
- In consideration of the College agreeing to make arrangements for and to authorise members of the staff and tutors of the College to take the Student from time to time on expeditions outside of the premises of the College, Parents/Guardians hereby undertake to indemnify the College and such members of the staff against:
- 27.1. Any claims, damages or costs which they or any of them may be or become liable to pay in consequence of any injury or damage to or illness of the Student occurring during, or as a result of, any of the said expeditions.
- 27.2. Any claims by any third party which may be made against them or any of them in consequence of any act or default of the Student during or, as a result of, any of the said expeditions.
- 27.3. Any other costs and expenses reasonably incurred by them or any of them on behalf of the Student during, or as a result of, any of the said expeditions.
- Provided that the indemnity herein shall not extend to any claims, damages, costs or expenses in respect of and to the extent to which the College and member(s) of the staff or any of them shall be entitled to be indemnified under any policy of insurance or where caused by the negligence of the College or member(s) of the staff.
28. The Parents/Guardians consent to Student participation in all College extra-curriculum activities, sports and field trips whether or not they occur on College premises. If Parents/Guardians have any concerns, please contact the College directly to discuss.

H. Health and Medical

29. All international students who are on a Tier 4 visa are required to pay the National Health Surcharge (NHS) which gives the student access to NHS health care. A Parent/Guardian can arrange for additional private health insurance if they so wish.
30. Acceptance of a place to study at the College indicates that explicit permission is given for the administration of first aid and appropriate non-prescription medication to the Student, and for the College to seek all necessary medical, dental or optical advice and treatment as and when required. The Parents/Guardians shall notify the College of any medical conditions or special dietary needs which may adversely impact the health of the Student or which would affect the delivery of first aid or provision of non-prescription medication (for example allergies). The College will not reduce, refund or waive fees or additional charges where the Student does not attend his or her course due to illness except at the College's discretion. The person responsible for the payment of the fees is therefore advised to arrange adequate insurance to provide cover for the refund of fees.

31. Drug/Alcohol Testing - The College may, at any time when reasonable grounds for suspicion of drug or alcohol use exist, request the Student to give a biological sample (such as urine or oral swab) or take a breathalyser test to test for the use of drugs, alcohol or other substances damaging to health. A record of such sample will not form part of the Student's permanent medical record but failure by a Student to take such tests will result in disciplinary action being taken. Room searches may form part of any concern.

I. Behaviour and Discipline

32. Attendance and monitoring – for attendance at all classes and compulsory activities Students must adhere to the Attendance policy. Non-compliance with the Attendance policy will result in disciplinary action being taken and, when necessary, the relevant authorities, including UKVI, being notified.
33. Exclusion or required removal – the College may terminate this agreement on less than one term's written notice sent in the normal form of communication in a case involving expulsion or required removal. The College will not terminate the contract without good cause or without full consultation with Parents and the Student (where appropriate) and the College will offer the Parent or Guardian a review of the decision to terminate with the Senior Leadership Team.
34. The College reserves the right, having afforded Parents or Guardians a fair and reasonable hearing, to request that a Student leave the College if it is the College's opinion that such a course of action is in the best interests of either the Student or the College. Such an action will be carried out in accordance with the terms of the College's Promoting Good Behaviour, Sanctions and Discipline Policy and Procedure, a copy of which can be provided on written request. If a Student leaves under such circumstances, no refund of fees will be made and the Acceptance Deposit will be forfeited.
35. Drugs and alcohol - the College operates a zero-tolerance policy with regards to drugs and alcohol. If a Student is found in possession of drugs or alcohol or is involved in the supply of drugs or alcohol (or other harmful substances) the College reserves the right to expel that Student immediately and, where relevant, inform the relevant authorities including the police. In these circumstances, no refund of fees will be made, and the Acceptance Deposit will be forfeit.
- 36.1 Parents/Guardians are responsible for payment for any damage caused by the Student to College property, including but not limited to, College accommodation, College teaching facilities and any premises or facilities away from College premises that are used by the College or Students. The College reserves the right to recover costs for damage from the Parents/Guardians and all costs recovered will be based, where possible, on photographic evidence of any damage together with receipts of the intended costs applicable for replacements.
- 36.2 The College may impose a reasonable penalty or fine for other forms of misconduct such as contravening health and safety regulations or infringing College policies.

J. Events beyond the control of the Parties

37. If the College or the Student/Parent/Guardian is prevented from or delayed in carrying out its obligations under these Terms by a Force Majeure Event, the injured party shall notify the other party in writing immediately and shall be excused from performing these obligations while the Force Majeure Event continues.
38. If a Force Majeure Event continues for a period of greater than 90 days the party who has provided notice under paragraph 37 above shall notify the other party of the steps to be taken to ensure performance of its obligations under these Terms.
39. If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under paragraph 37 above may terminate this contract by providing at least three working days' notice in writing to the other party.
40. In the event of an occurrence outlined in paragraph 37 above the College will not reduce, refund or waive fees or additional charges except at the College's discretion.

K. General

41. Publicity - Students and their Parents/Guardians understand that the Students' photographs, images, recordings and achievements may be used for promotional purposes by the College or its official representatives. The College exercises its knowledge and judgement as to the suitability or sensitivity of using such materials of the Students involved.
42. Data protection - A Parent's / Guardian's signature on the pre-arrival form is deemed to be written permission under the General Data Protection Regulation (May 2018), for the College to publish material that may contain images of his / her son/daughter. It also allows all data on Students to be processed by the College and be transferable to other educational establishments for legitimate educational purposes. Any information provided to the College may be held on computer or in electronic form and used by the College in accordance with its Data Protection Policy.
43. Joint and Several Liability - Any reference in these terms to liability of Students shall also infer liability on the Parents or Guardians of the Student and such liability is joint and several.
44. Variation - No variation to these Terms is valid unless agreed in writing by the College prior to enrolment provided always that the College reserves the right to make any addition, amendment or alteration to these Terms upon giving one term's written notice of such change to all affected Parents, Guardians and Students.
45. UK Government bodies - The College is obliged to report on request visa status, attendance records and contact details to relevant bodies.

46. Liability and Insurances - The College does not accept any liability for any acts or omissions of the Student or for injury or loss of property to the Students or Parents or Guardians except where the acts or omissions or injury or loss has been caused by the negligence of the College or any of its employees or other member of its staff. The College undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents/Guardians, including insurance of the Student's personal property whilst at College, on the way to or from College or on any College sponsored activity away from the College. The College is not the agent of the Parents/Guardians for any purpose related to insurance. The College does offer insurance relating to personal property, details of which are sent out to Parents with pre-arrival information.
47. Concerns/Complaints - Parents/Guardians who have cause for serious concern as to a matter of safety, care or quality of education must inform the College in writing as soon as reasonably practicable. The College will not accept liability for: any possessions owned by the Student, the Parents or any associated person; any accident, loss or damage, however caused; consequential losses.
48. Confidentiality - The College will take care to preserve the confidentiality of information concerning the Student and Parents or Guardians in accordance with the General Data Protection Regulation (GDPR). The Parents/Guardians, however, consent on behalf of themselves and the Student to the College obtaining, holding, using and communicating, on a need-to-know basis, confidential information which, in the opinion of the College is material to the safety and welfare of the Students and others. The Parents/Guardians consent also to the College communicating with any other College which the Student attends or which the parent proposes the Student should attend about any matter concerning the Student or about payment of fees, whether or not the information passing is also held in machine readable form.
49. Examinations, reports and references - Information supplied to Parents/Guardians and others concerning the progress and character of a Student, examinations, further education, career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
50. Intellectual property - The College reserves all rights and interests in any intellectual property rights arising as a result of the actions to a Student in conjunction with any member of staff of the College and/or other students at the College for a purpose associated with the College. Any use of any such intellectual property rights by a Student is subject to the terms of a licence to be agreed prior to the use between the Student, the Student's Parents/Guardians and the College. The College will allow the Student's role in creation/development of intellectual property to be acknowledged.
51. Consumer protection - Care has been taken to use plain language in these Terms and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the Consumer Rights Act 2015 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
52. Interpretation - These Terms supersede those in the College prospectus and elsewhere and will be construed as a whole and headings are for ease of reference only and are not otherwise part of these Terms
53. Third party rights - only the College and the Parents/Guardians are parties to these Terms and no third party will have any right to enforce any term of it.
54. Law and jurisdiction - these Terms shall be construed in all respects in accordance with the laws of England and Wales and the parties to these Terms submit to the exclusive jurisdiction of the courts of England and Wales.
55. Bona fide errors and omissions shall not prejudice the rights of either party to these Terms but shall be rectified as soon as possible.

Annex 1

Accommodation Rules

1. Definitions and Interpretation in Annex ,1

1.1 Definitions

1. 'the Building' includes the Wavy Gate, Alice House and Slade Park Student Accommodations, the properties of which form part of 'the Building'; including any common parts, forecourts, parking areas, gardens and land held within the boundaries, along with any other residences the college has.
2. 'the Contents' means the furniture and other items listed in the inventory which are let with the Property;
3. 'the Property' means the student accommodation;
4. 'the Term' means the period for which the Property is let including any subsequent period when the Tenant remains in the Property;
5. "the Landlord" means the College;
6. "the Tenant" means the Parent or Guardian of the Student.

1.2 Interpretation

1. Where the Landlord or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally.
2. The Tenant hereby consents to be responsible for all acts and omissions (whether negligent or otherwise) of the Student and is responsible for procuring that the Student does not breach the terms contained in this Annex. References to "the Tenant" in these terms shall be deemed to include reference to the Student.
3. Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

2. Agreement to Let

The Landlord agrees to let and the Tenant agrees to take the Property on behalf of the Student with the Contents for the Term.

3. Condition of the Property

3.1 The Landlord's obligations

The Landlord must comply with the Landlord and Tenant Act 1985 Section 11 as to his responsibility for repairs in the Property.

3.2 Alterations

The Tenant must not damage or injure the Property, make any addition to the Property, unite the Property with any adjoining premises, or make any alteration to the Property or to the services or service media in the Property.

3.3 Contents

The Tenant must maintain the Contents and keep them in good condition (except to the extent their condition deteriorates as a result of fair and ordinary use), must make sure they are not damaged and must not take any of them away from the Property.

3.4 Blocking of pipes

The Tenant must keep the service media inside or only serving the Property free from obstruction and the lavatories properly cleaned.

4. Rights of Entry

The Tenant must allow the Landlord, with any necessary contractors and workmen, to enter the Property at all reasonable times upon 24 hours' prior notice in writing, causing as little inconvenience to the Tenant as reasonably practicable and making good any damage caused to the Property and the Tenant's property for the following purposes:

- 4.1 to view the state and condition of the Property and the Contents; and where there are justifiable concerns
- 4.2 to carry out any repairs that are necessary by virtue of the Landlord's responsibilities under these conditions or by law or to any adjoining property that can only be carried out by having access to the Property.

The Landlord reserves the right to perform room checks without prior notice, written or verbal. The Tenant agrees that the Landlord may enter the accommodation using a master key and fob in the Tenant's absence.

5. Appearance of the Property

The Tenant must not erect any poles or masts or display any sign on the Property or install any cables or wires outside it or allow anyone under his control to do so.

6. Dealings

These conditions are personal to the Tenant. The Tenant must not assign, sublet or part with or share possession of the Property or any part of it.

7. Use and Nuisance

7.1 Residential student use

The Tenant must not use the Property except as a private residence for occupation by the Tenant personally whilst the Tenant is pursuing a course of study provided by the Landlord.

7.2 Nuisance

The Tenant must not do anything on the Property or the Building that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owners or occupiers of adjacent or neighbouring property.

7.3 Auctions, trades and immoral purposes

The Tenant must not use the Property or allow it to be used for any auction sale, any dangerous, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any commercial activity on it.

7.4 Pets

The Tenant must not keep or allow any animal at the Property.

7.5 Noise

The Tenant must not play any musical instrument or device and must not allow noise from any machine or equipment to be heard outside the Property in such manner that may cause a disturbance after 2200 hours or before 0800 hours on any day.

8. Giving Back Possession at the End of the Term

8.1 Giving back possession

The Tenant must hand over to the Landlord all keys by 1200 noon on the date the Term ends and give vacant possession of the Property and the Contents back to the Landlord clean, tidy and in accordance with the provisions of these conditions, and with the various items of furniture and other items left in the places in which they were situated at the beginning of the Term.

8.2 Items left

The Tenant will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left in the Property at the end of the Term. The Landlord will remove and store the items for a maximum of one month. The Landlord will notify the Tenant that this has been done at the Tenant's last known address. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds and if there are any costs remaining, they will remain the Tenant's liability

9 Recovery of Possession

9.1 Events concerned

The Landlord's rights under this clause 10 RECOVERY OF POSSESSION arise if and whenever during the Term:

1. there is a breach by the Tenant of any obligation or other term of these conditions; or
2. the Property is left unoccupied for more than four weeks continuously otherwise than by prior agreement with the Landlord; or
3. the Tenant ceases to pursue a course of study provided by the Landlord.

Annex 2

Scholarship Conditions

1. Definitions and Interpretation of Annex 2

"You" means the Student receiving the College scholarship.

2. In accepting the scholarship awarded to You by the College You are required to meet the conditions detailed in paragraphs 2.1 to 2.6 below:

- 2.1 To achieve an average attendance of 95% over the academic year. You are also expected to be punctual at all times.
- 2.2 To maintain a high standard of academic attainment throughout the year. Minimum attainment required is 85% average in each subject in Your examinations, both internal and external. In addition to this Your academic progress will be monitored throughout the year.
- 2.3 To attend the College's annual leavers event.
- 2.4 To be willing to participate in College activities.
- 2.5 To actively promote the College's scholarship system.
- 2.6 To represent the College by being a role model in terms of attitude and behaviour.

3. These Scholarship Conditions may be reviewed on a regular basis.
4. The College will hold regular meetings with the Student throughout the year to discuss individual progress and to ensure that the conditions in paragraph 2 of this Annex are being satisfied.
5. The College may revoke, withhold, disallow or cease the scholarship and/or claim full repayment of the scholarship previously settled where:
 - 5.1 the Parent/Guardian and/or the Student acts in breach of any of the College Terms;
 - 5.2 the Parent/Guardian and/or Student fails to adhere to any of these Scholarship Conditions be they express or implied; or
 - 5.3 the Student fails for any reason, including but not limited to exclusion or expulsion, to complete his or her course.
 - 5.4 the Student receives a formal warning
6. The College requires at least four (4) students to run a subject. If You undertake a subject that has less than four (4) students at any time during the course, You will be charged accordingly if You insist on continuing with the course.
7. Although not to be construed as part of these Scholarship Conditions, Parents/Guardians are requested to:
 - 7.1 offer their support where possible at exhibitions promoting the interest of the College; and
 - 7.2 assist if feasible with work experience provision for the College.