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## TERMS AND CONDITIONS

### 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;
  - i. Offer letter
  - ii. Conditions of offer (if applicable)
  - iii. 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 2020 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 give 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 nor 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 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 forfeited.

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

“**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 as attendee of College. All terms pertaining to ‘student’ apply to all, regardless of age.

“**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

- i. 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.
- ii. 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.iii 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.
- iii. 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:

- i. 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.
- ii. No refund of any fee will be given if falsified documents are used, or the College is misled in any way or requested information is not disclosed during and after the application process.
- iii. If an application is withdrawn after accepting the Colleges’ offer the Acceptance Deposit will not be refunded.

- iv. 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.
- v. 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.
- vi. 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.ii. above. A student who is asked to leave following a serious breach of the College's rules is not entitled to any refunds.
- vii. 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 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, who leave the College before the date specified at the end of the academic year or term, will not be eligible for reduced nor refunded fees except in exceptional circumstances subject to agreement by the Principal.

## D. FEES

### 9. Tuition and Accommodation Fees

- i. 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 College.
- ii. 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.
- iii. 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.vii. above, the £200 surcharge will apply immediately if any of the agreed alternative instalment dates are not met.
- iv. If fee payments become overdue, the College also reserves the right to:
  - a. suspend or cancel tuition and to charge interest on the outstanding balance at the rate of 5% above the base rate of NatWest Bank per month or part thereof; and/or
  - b. execute a lien over all property belonging to the Student/Parent/Guardian or in the possession of the same whilst at the College.
- v. Fees remain payable if notice of withdrawal has not been given in accordance with the conditions found in paragraph 10 below.
- vi. 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.
- vii. 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.
- viii. The College is not obliged to issue any reductions in fees for any reason.
- ix. Fees for individually arranged one-to-one lessons missed by students or cancelled by students with less than one full **working** days' notice are payable, unless authorised by the of Studies /

Principal. Students are required to give a minimum of one full **working** days' notice if they know they will not be able to attend a scheduled lesson.

- x. Students receiving a College scholarship will be subject to the Scholarship Conditions.
- xi. Any payments made to the College, which are not honoured, will be subject to a bank administration charge. Such charge will be required to be paid directly to the bank.
- xii. Payments can be made to the College by 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.ii. 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.
- xiii. 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 fee 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. Withdrawal of a new Student prior to the first working day of July, for September Intake, or the last working day of November, for January intake, will incur a fee equal to that of one terms fees based on the relevant payment structure agreed at point of acceptance, in addition to the non-refundable acceptance deposit as outlined in clause 8.
- 12. Notice of discontinuation of any subject that requires additional tuition fees must be given in writing at least 1 month prior to commencement of tuition, otherwise payment for the next term will be required. Receipt of this notice must be confirmed in writing by the College.
- 13. 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.

14. 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.
15. 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

### 16. Accommodation

Students residing in College accommodation and their Parents/Guardians must comply with the conditions contained in Annex 1 to these Terms.

17. 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.
18. If the invoice referenced in paragraph 19 above is not paid before term starts reserved accommodation may be released.
19. 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.

- i. 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.
- ii. Non-term time accommodation – Boarding fees cover term time accommodation only. Students returning from holidays can move into their room from 9.00 am on the weekend before term starts. Accommodation is not provided to boarding students during Summer and Christmas break. Accommodation will be provided to students during Easter. Please note, that storage facilities during summer holidays cannot be provided onsite but suitable options can be suggested upon request.
- iii. 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

- i. 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.
- ii. 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

- i. 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 may 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 fewer 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.

- ii. The College reserves the right to reduce the standard hours of individual tuition for groups of four or fewer to a minimum of four hours per week and the Student may be charged accordingly.

### **23. Examinations**

- i. 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 Native language, August UCAS programme, EPQ, Duke of Edinburgh, SAT, Goodwill Ambassador Programme and any related examinations connected, are not covered by the tuition fees and are an additional expense due from the Student.
- ii. 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.
- iii. It is the responsibility of the Student to ensure that they are entered into the correct examinations at the College.

### **24. Academic Criteria**

- i. 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. Fees for these lessons are included within your academic fees however please note that, as per point 25i, Examinations are not included.
- ii. 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.
- iii. Students will follow courses of Study and be entered into examinations at the discretion of the Principal / Chief Education Officer. In the event of a dispute between the Student or the Parents/Guardians and the College, the Principal and Chief Education Officer's decision is final.
- iv. 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.

- v. 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
  - Behaviour
- vi. 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.
- vii. 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 Principal / Chief Education Officer.

#### **25. Notice Period for Individually Paid Lessons**

Tuition that is paid for in addition to the standard tuition fees (i.e. extra support classes/one-to-one tuition) will come with a one month's notice period. Classes cancelled with less than one month's notice will still be chargeable, in full, to parents and students.

#### **26. 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.

#### **27. Special Educational Needs (SEN)**

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.

#### **28. 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;

29. 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.
- i. 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.
  - ii. 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.

30. 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

31. 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.
32. 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.

## I. BEHAVIOUR AND DISCIPLINE

### 33. Drugs and Alcohol

- i. 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 forfeited.
- ii. Smoking and vaping are not permitted at any time whilst enrolled at the College. Violation of this policy will result in disciplinary procedures.

### 34. 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.

### 35. 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.

36. 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.
37. 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.

- i. 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. For full policy please see: <https://www.oxcoll.com/library-assets/promotinggoodbehaviour202021.pdf>

38. In accepting the terms and conditions of the College the Student will be expected to abide by College Policies for the duration of their studies. Such Policies are freely available on the College Website and on College Premises. Key Policies will be sent to Parents and Students prior to their arrival at the College. Parents and Students are requested to read these documents carefully prior to arrival.

#### **J. EVENTS BEYOND THE CONTROL OF THE PARTIES**

- 39. 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.
- 40. If a Force Majeure Event continues for a period of greater than 90 days the party who has provided notice under paragraph 41 above shall notify the other party of the steps to be taken to ensure performance of its obligations under these Terms.
- 41. If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under paragraph 41 above may terminate this contract by providing at least three working days' notice in writing to the other party.
- 42. In the event of an occurrence outlined in paragraph 41 above the College will not reduce, refund or waive fees or additional charges except at the College's discretion.

#### **K. INTERNATIONAL STUDENTS WHO USE AN APPROVED AGENT**

- 43. Before applying to study at the College, you may have agreed with an approved representative (the "Representative") acting on your behalf that the Representative would offer you advice and support in applying to study at a College in the United Kingdom and we understand you may have agreed to pay a service fee to that Representative for those services.
- 44. As part of our invitation to your child to study at the College we are willing, subject to certain conditions set out below, to make a corresponding payment to the Representative on your behalf which relates to the service fee up to a maximum limit not exceeding £5000.

The conditions subject to which payment will be made are as follows:

- i. Your child is enrolled at the College;

- ii. You have paid all relevant Fees to the College which are due on the date of payment; and
  - iii. You have entered into a contract directly with the Representative and provided us with evidence of the service fee payable to the Representative.
45. If you have not paid the Representative, then by accepting these terms and conditions you are authorising us to make this service fee payment on your behalf.

If the service fee you have agreed to pay the representative exceeds the maximum amount as specified above, then the College will have no responsibility for the additional amount and you will remain liable to pay the excess to the Representative.

If the above conditions are met but for whatever reason we fail to pay the relevant amount to the Representative on your behalf, then we will pay or refund the relevant amount to you.

## L. GENERAL

### 46. Publicity

Students and their Parents/Guardians understand that the consent given for Students' photographs, images, recordings and achievements to be used for media purposes relates to promotional purposes of 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.

- i. Students over the age of 13 but under the age of 18 are entitled to **withdraw** their consent themselves regardless of if a parent or guardian has given their consent.
- ii. Students over the age of 13 but under the age of 18 must give their consent along with their parent or guardians in order for consent to be deemed complete.
- iii. Consent given by students who are over 13 but under 18 does not supersede non-consent of a parent or guardian.
- iv. Personal consent given by a student over the age of 18 can supersede a parent or guardians consent. However, the College will consider any case made by the parent or guardian to have their non-consent stand with due consideration.
- v. A Parent's / Guardian's consent within and 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.

### 47. Data Protection

Student personal data, as provided on the pre-arrival form, will be processed by the College and may be transferred 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.

#### **48. 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.

#### **49. 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 from time to time to reflect changes to the law or in custom and practice at the College. Written confirmation of such changes will be provided to all affected Parents, Guardians and Students with 1 terms notice, where practicable.

#### **50. UK Government bodies**

The College is obliged to report on request visa status, attendance records and contact details to relevant bodies.

#### **51. 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.

#### **52. 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.

#### **53. 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.



**54. 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.

**55. 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.

**56. 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

**57. 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.

**58. 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.

**59. Modes of Study**

Our prospectuses, information booklets and website describe the broad principles on which the College is currently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or the mode of education provision, including by providing such education remotely whilst your child remains at home, for example, where circumstances beyond reasonable control prevent the College providing such education within the College premises.

60. 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 GUIDELINES

The Student will adhere to guidelines, rules and regulations as set out in the boarding principles and practices:

<https://www.oxcoll.com/library-assets/oicboardingprinciplesandpractices202013595.pdf>

Students will be beholden to the College overarching behavioural policies when under the care of the college, this includes whilst living in college boarding facilities and with host families.

The College will offer student guidance on the expectations, rules and discipline procedure they must follow during the Induction Week at the start of each academic year.

Students Services and Boarding Teams will lead sessions on both behaviour and boarding expectations and Students will be issued a boarding guide which they must sign to say they have read and understood.

Acceptance of both boarding regulations and the behavioural policy of the College form a vital part of the contract held between the Student and the College.

## ANNEX 2: SCHOLARSHIP CONDITIONS

i. Definitions and Interpretation of Annex 2

“You” means the Student receiving the College scholarship.

- ii. Scholarships are awarded on the strict understanding that any information on the individual conditions of scholarships, including but not limited to the amount and period of the scholarship, remains entirely confidential, as is the case with all College financial information. You agree that any cases of intentional or unintentional disclosure of such information must be immediately reported to the Principal and Bursar. Any unreported disclosure may result in withdrawal or suspension of the scholarship.
- iii. In accepting the scholarship awarded to you by the College you are required to meet the conditions detailed in paragraphs a. to e. below:
- a. To achieve an average attendance of 95% over the academic year. You are also expected to be punctual at all times.
  - b. 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.
  - c. To attend the College’s annual leaver’s event.
  - d. To be willing to participate in College activities. To actively promote the College’s scholarship system.
  - e. To represent the College by being a role model in terms of attitude and behaviour.
- iv. These Scholarship Conditions may be reviewed on a regular basis.
- v. 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.
- vi. The College may revoke, withhold, disallow or cease the scholarship and/or claim full repayment of the scholarship previously settled where:
- the Parent/Guardian and/or the Student acts in breach of any of the College Terms.
  - the Parent/Guardian and/or Student fails to adhere to any of these Scholarship Conditions be they express or implied; or
  - the Student fails for any reason, including but not limited to exclusion or expulsion, to complete his or her course.
  - the Student receives a formal warning

- i. 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.
- ii. Although not to be construed as part of these Scholarship Conditions, Parents/Guardians are requested to:
  - a. offer their support where possible at exhibitions promoting the interest of the College; and
  - b. assist if feasible with work experience provision for the College.

### FURTHER INFORMATION

For further information about the Terms and Conditions of OIC please speak with Kim Terrar, Principal.

[kim@oxcoll.com](mailto:kim@oxcoll.com)

Principal

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