

**THE UNIVERSITY OF OXFORD**  
**CONTINUING EDUCATION**  
**TERMS AND CONDITIONS FOR NON-MATRICULATED STUDENTS<sup>1</sup>**



*PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH THE UNIVERSITY*

**Contract with the University**

1. The purpose of these Terms and Conditions is to set out the contractual basis for your relationship with the University and to draw your attention to key terms.
2. Your contract with the University is made up of:
  - a. The documents provided with these Terms and Conditions. These include:
    - i. these Terms and Conditions;
    - ii. the Student Handbook;
    - iii. the Course Information Sheet;
    - iv. the offer letter from your department; and
  - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraphs 8 and 10 below).
3. Your formal offer of a place at the University is set out in the offer letter from your department (the "Offer"). By accepting your Offer you enter into your contract with the University.

**Conditions of your contract with the University**

4. Your contract with the University is likely to be subject to academic and/or financial conditions set out in your Offer or accompanying documents and to a condition that you disclose any relevant unspent criminal convictions.
5. It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (ie does not omit information you have been asked to provide).
6. Breach of any condition has the following consequences:
  - a. if you have accepted your Offer, but have not yet registered for your course, your contract with the University may be terminated at the University's discretion; or
  - b. once you are a registered student, disciplinary proceedings may be brought against you under Statute XI, which may result in sanctions including suspension or expulsion.

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<sup>1</sup> These Terms and Conditions are for students studying for a University award included in the Examination Regulations who are not members of a college. Department of Continuing Education short courses that do not lead to such a qualification have different terms and conditions – see <https://www.conted.ox.ac.uk/about/terms-and-conditions>.

### **Status of a Non-Matriculated Student**

7. As a non-matriculated student you will not be a member of one of the University's constituent colleges, societies or permanent private halls, although students on some courses may have associate membership. You will be entitled to be a member of the Oxford University Student Union.

### **University Statutes, Regulations and Policies**

8. By accepting your Offer you agree to comply with the University's Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them. Links to these are set out at <http://www.admin.ox.ac.uk/statutes/>, <http://www.admin.ox.ac.uk/iso/statutes/> and <http://www.admin.ox.ac.uk/examregs/>. They include:
  - a. the University's Code of Discipline under Statute XI. This sets out behaviour which is considered unacceptable by students and which may result in disciplinary action;
  - b. other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection;
  - c. any Health and Safety Instructions ('HSI') setting out standards of behaviour required of you during any pandemic (including Covid-19), epidemic or local health emergency. The term 'HSI' includes any University code, policy, or guidance, as introduced or updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. You are required to comply with any HSI as a condition of being permitted access to in-person teaching and facilities and failure to comply may result in loss of that access and/or disciplinary action.
9. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
10. You must also comply with Continuing Education's Policies and Guidelines, which are available at: <https://www.conted.ox.ac.uk/about/policies-and-guidance>.
11. By accepting your Offer you agree that the University may take disciplinary action against you for breach of its Statutes and Regulations and the Statements and Codes of Policy, Practice and Procedure, including the Code of Discipline and any HSI. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

### **Your Responsibilities**

12. It is your responsibility:
  - a. to act as a responsible member of the University's community, including treating other members of the community and the public with courtesy and respect.
  - b. to progress your own academic studies. This will include submitting work when required to do so, meeting University deadlines and attending tutorials, classes and lectures.
  - c. to comply with any measures or instructions given by the University to reduce risk of transmission of any illness or infection and behave in accordance with any HSI. This may include imposing specific requirements such as the wearing of face masks, or safety measures such as use of hand sanitiser or distancing procedures. You must also immediately declare to your department if you have, or suspect you have, symptoms of Covid-19, or if you have received a positive

test for Covid-19 or if you have any other serious and easily transmissible infectious illness.

- d. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. For academic issues please contact your supervisor or department in the first instance. A wide range of support is available from your department, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your Course Handbook.
- e. to follow good academic practice, including following the University's policies and guidance on conduct during examinations, plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.7, 11.5 and 11.6 of the Student Handbook.
- f. to ensure that your fees and other charges are paid when they are due. You are responsible for any non-payment even if your fees are being paid by a third party. (Further information is available at <https://www.conted.ox.ac.uk/about/non-payment-of-fees>.)
- g. to obtain an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and the types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from Student Immigration and at <http://www.ox.ac.uk/students/visa>

### **Professional Qualification Requirements**

13. If your course leads to a professional qualification or accreditation you may also be subject to regulations relating to your conduct required by the relevant professional regulation body (such as fitness to practise for students studying medicine). If you fail to meet these you may be unable to continue your course. More detail is available from your department and will be set out in your Course Handbook when you enrol.

### **Fees and Payment**

14. Details of the fees and charges you will have to pay the University are set out in your Course Information Sheet and in your Offer.
15. Course fees and continuation charges will usually increase annually.
16. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of delivering the programme, and changes in government funding. The increase will not exceed 6% each year, or the Consumer Price Index (CPI) if higher.
17. The fees that you will need to pay in any one academic year will usually be published before the first application deadline for the programme concerned. Normally this will be during September of the previous year (ie the academic year before your course starts).
18. Fee status is determined by government regulations which impose a number of criteria including around residence and nationality. The University will assess your fee status based on the information you provide in your application. Broadly speaking home fee status is available for UK and Irish nationals who live in the UK (or in the UK or Ireland for Irish nationals) and those eligible EU, other EEA and Swiss nationals who live in the UK who are able to benefit from Citizens' Rights under the EU Withdrawal Agreement, EEA EFTA Separation Agreement or Swiss Citizens' Rights Agreement respectively. All students who are ineligible for home fee status will pay course fees at the overseas rate.
19. The level of additional course costs (eg cost of field trips) will usually increase annually. Increases are expected to be in line with inflation, unless there are identifiable above-

inflation rises in costs directly associated with the activity. These may, for example, include costs charged by third parties.

20. The level of fees relating to examinations and related matters (eg entry for examinations, resubmission of theses, late entry for examinations, copies of transcripts etc) will usually increase annually. Increases are expected normally not to exceed 6%, or CPI if higher, but may be greater to reflect the examining and administrative costs associated with the activity. The fees applying in any one academic year will be published by September of the previous year.
21. Depending on the administrative arrangements for your course, your course fees may be payable either:
  - a. as an annual fee to the University of Oxford Department for Continuing Education; or
  - b. as an annual fee together with fees for individual modules to the University of Oxford Department for Continuing Education.
22. Where fees are charged for individual modules, you must pay the fees for each module no later than one week before the module start date.
23. For other courses, the University will usually invoice you directly for your fees and you must usually pay your course fees in full for the year no later than Week 1 of the first term. This may be different if your fees are being paid (a) through a government loan system, or (b) through an agreed payment plan.
24. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership.

### **Living Expenses**

25. If you are a full-time student, you will normally find it more convenient to live in Oxford during your course and must ensure that you have sufficient funding to meet your normal living costs such as food, accommodation, and personal items.
26. If you live in University accommodation this will be subject to a separate agreement.
27. Information on the likely range of living costs in Oxford is set out on your Course Information Sheet. You should allow for an estimated increase in living expenses of 3% each year.
28. If you are studying part-time your living costs are likely to vary depending on your personal circumstances, but you must still ensure that you will have sufficient funding to meet your normal living costs and any additional costs associated with your course, such as travel to Oxford and accommodation, for the duration of your course.

### **Changes to Courses**

29. The University will seek to deliver each course in accordance with the description set out in your Course Information Sheet. In normal circumstances where the University needs to make a change to your course clauses 31 to 34 will apply. However, if it is necessary to make changes because of a pandemic (including Covid-19), epidemic or local health emergency which has arisen or which arises before or during your course then clauses 36 to 39 will apply.
30. In all circumstances the provision of course options which depend on the availability of specialist teaching or on placement at another institution cannot be guaranteed in advance.

### **Changes to courses in normal circumstances**

31. There may be situations in which it is desirable or necessary for the University to make changes in course provision, either before or after enrolment. Where desirable or necessary changes are to be made, the University will offer, where possible, appropriate and alternative arrangements for affected students. If you do not wish to accept any alternative arrangements then you will have the opportunity to withdraw from your course.
32. The University will not make very substantial changes to courses (for example, a change to the course title, significant restructuring, substantial change in course content, or the introduction of a progression hurdle) which would impact on you once you have started your course. In exceptional circumstances it may be necessary for the University to make such a change after you have accepted your Offer. This will not normally happen less than three months before you start your course. You will be notified of any such change (as compared to the description in your Course Information Sheet and the information provided to you at the time of your Offer) and offered the opportunity to withdraw from the course. In exceptional circumstances we may need to suspend, discontinue or combine courses. This may be because of academic changes within subject areas, or as a result of low student numbers on a course.
33. Other changes could be made to course content, delivery and teaching provision because of developments in the relevant subject, enhancements in teaching or assessment practice, requirements of external accreditation processes, changes in staffing, resource constraints or changes in the availability of facilities. Such changes will take account of the reasonable expectations of prospective and current students.
34. Once you have accepted your Offer, you will be notified of any material change made before you start your course (as compared to the description in your Course Information Sheet and the information given to you at the time of your Offer) and you will be offered the opportunity to withdraw from the course.
35. Once you have started your course, you will be consulted about any proposed material course change (except changes which are solely for students' benefit) which would affect the part of the course which you have already started studying.

### **Changes as a result of a pandemic, epidemic, or local health emergency**

36. Where a pandemic (including Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen the University may make reasonable changes to comply with government or local authority regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. The University will inform you if it makes such changes.
37. The University will ensure that when making changes under clause 36 the core competencies and learning outcomes of the course will still be provided. The University will also provide broadly equivalent teaching and assessment services, and key University services by alternative means if reasonably possible, although the manner of delivery may need to change.
38. Examples of possible changes under clause 36 include:
  - a. Providing teaching, assessment or other services wholly or partly online or via other remote means;
  - b. Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries, lectures, seminars or laboratories);

- c. Teaching at evenings, weekends or outside Full Term<sup>2</sup> ;
  - d. Requiring students to comply with health and safety measures the University deems necessary which are specific to particular sites or activities, which may be in addition to any HSI, such as additional social distancing measures, or wearing of face masks or personal protective equipment;
  - e. Staggering attendance by students at the University so that for part of a term you are not allowed to attend University premises in person;
  - f. Varying, limiting or cancelling elements of course content, including reducing the number of optional modules available;
  - g. Varying, limiting or cancelling access to any University services or facilities;
  - h. Varying, limiting or cancelling any learning experiences that would normally happen face to face or in-person (eg work in laboratories, museums, studios, music facilities or via fieldwork or work-placement).
  - i. Varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or work abroad or on a placement (including varying destinations) as a mandatory or optional component of courses. If a period of study or work abroad, or other placement, has to be cancelled entirely then this includes moving a student to an appropriate degree course that does not include the time abroad or on placement.
39. Subject to clauses 36 and 37, no refunds, discounts, damages or waivers of course fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic (including Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The University will also not be liable for any consequential losses or expenses you may incur (eg travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

### **Events beyond our control**

40. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you which results from events which are beyond the University's reasonable control, such as: a pandemic (including Covid-19), an epidemic or a local health emergency necessitating measures to reduce risk of infection or illness; industrial action; acts of God; acts of terrorism; the unanticipated departure or absence of key members of University staff; or failure or delay by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore teaching and services. More information is available in the Student Protection Plan at <https://academic.admin.ox.ac.uk/student-protection-plan>.

### **Intellectual Property**

41. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook.

### **Personal Data**

42. The University will collect and use information about you in accordance with the principles set out in the University's Student Privacy Policy at <https://www.admin.ox.ac.uk/councilsec/compliance/gdpr/privacynotices/student/>. This

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<sup>2</sup> Full Term means the University's dates for Michaelmas (Autumn), Hilary (Spring) and Trinity (Summer) terms which are advertised in the Oxford Gazette.

includes ensuring that your data will only be used in a way which is fair, lawful and secure.

### **Complaints Procedure**

43. If you have a complaint you should follow Continuing Education's Complaints Policy available at <https://www.conted.ox.ac.uk/about/appeals-complaints-policy>. You will then have a right to complain to the Proctors' Office and subsequently to the Office of the Independent Adjudicator.

### **Termination**

44. Your contract with the University will end in the following circumstances:

- a. when you finish your course, fail to pass a progression hurdle, or if you withdraw and so cease to be a registered student;
- b. if you cease to be a registered student as a result of a University procedure such as the disciplinary procedure (ie expulsion), the fitness to study procedure, the fitness to practise procedure, or the academic removal from the register procedure; or
- c. if you are found to be in breach of paragraph 4 or 5 above.

45. The following terms will survive termination of your contract with the University for any reason:

- a. terms relating to intellectual property as described at paragraph 41 above;
- b. terms relating to personal data as described at paragraph 42 above; and
- c. terms relating to University procedures to the extent that they relate to events that occurred prior to termination including the complaints procedure, the disciplinary procedure, the harassment procedure and/or the academic integrity in research procedure

### **Jurisdiction**

46. Your contract with the University and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.