

**THE UNIVERSITY OF OXFORD
CONTINUING EDUCATION
OPEN ACCESS TERMS AND CONDITIONS**



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. these Terms and Conditions,
 - b. the course description on the course web page which is available through <https://www.conted.ox.ac.uk/search#> (you should consider printing a copy of this page as a record of the information provided),
 - c. the University's Statutes and Regulations, and rules and policies made under them (see paragraphs 6 and 7 below).
3. You will enter into your contract with the University when you pay the full amount of the compulsory fees and charges for your course (see paragraph 10 below).
4. You will enter into this contract with the University even if your fees are paid by a third party on your behalf.
5. Your enrolment and your continued attendance on your course are conditional upon you providing true, genuine, accurate and complete (ie not omitting information you have been asked to provide) information in your application form and on you meeting any academic conditions of your offer.

University Statutes, Regulations and Policies

6. By paying your fees 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. These include the University's Code of Discipline, and other regulations concerning your studies, conduct and behaviour including regulations relating to harassment, the use of IT facilities, health and safety, and legislative requirements such as data protection. It also includes 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. HSI means any University code, policy or guidance, as introduced or updated from time to time, setting out behaviour required during a pandemic, epidemic or local health emergency. You are required to comply with any HSI (which shall be notified to you if applicable) as a condition of being permitted access to in-person teaching and facilities. You similarly agree to comply with The Department for Continuing Education's ("Department's") policies and guidance as amended from time to time.

7. The Department's webpage at <https://www.conted.ox.ac.uk/about/policies-and-guidance> contains links to the key Departmental and University policies which you need to be aware of.
8. You may be removed or suspended from the course if the University considers that you are in breach of any of these rules including the Code of Discipline

Your responsibilities

9. 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 comply with any measures or instructions given by the University to reduce risk of transmission of any illness or to safeguard health during a pandemic (including Covid-19), epidemic or local health emergency, including any HSI. Without limiting that general obligation, reasonable measures may include imposing specific requirements such as the wearing of face masks, or safety measures such as use of sanitiser or distancing procedures. If your course involves access to any in-person services (eg to attend in person at seminars, lectures, accommodation, library services, museums or any other University or college premises) then you must immediately declare to the Department if you have, or suspect you may have, symptoms of Covid-19, or if you have tested positive for Covid-19, or if you have any other serious and easily transmissible infectious illness, and then refrain from accessing any such in-person services while you self-isolate for the period recommended in government advice, and comply with any other required isolation, distancing or health and safety measures put in place by the University, as updated from time to time.

Fees and Payment

10. Details of the fees and charges you will have to pay are set out on the course web page.
11. You (or a third party paying fees on your behalf) may pay your fees and other charges:
 - a. through the 'Pay' link within the online enrolment process; or
 - b. by post with a written application. Details of how to pay are given on the application form. In this case your fees will be received and your enrolment accepted when the cleared funds enter the University's bank account.
 - c. It is your responsibility to ensure that the University's course fees and all other charges relating to the course (some of which may be subject to a separate agreement) are paid by the deadline notified. You are responsible for any non-payment even if your fees are being paid by a third party.
12. The University reserves the right to refuse you admission to your course if you have not paid all compulsory fees and other charges before the course starts.
13. All payments must be in GB Pounds Sterling. You must pay any currency conversion costs or other charges incurred in making the payment or in processing a refund.

Cancellations and refunds – within 14 days

14. You have the right to cancel your contract at any time within 14 days of its commencement (ie when you pay your fees, see clause 3 above). You will receive a full refund of any payments you have made.
15. If you choose a course that is due to commence within 14 days of purchase and then wish to cancel after your course has started, you will be required to pay for any part of

your course which has already taken place and for any course materials which have been provided to you or purchased on your behalf.

16. To cancel within 14 days please inform us in writing, preferably by email to the course administrator, or alternatively in writing to: University of Oxford Department for Continuing Education, Rewley House, 1 Wellington Square, Oxford, Oxfordshire, OX1 2JA, United Kingdom. Please write the name of your course in the subject-line of your email or on the envelope. You may use the cancellation form provided with the acknowledgement email or letter if you wish, but you are not obliged to do so.

Cancellations and refunds – after 14 days

17. If you cancel your place on a course at any time after expiry of the 14-day period you will not be entitled to a refund, except in exceptional circumstances, at the discretion of the University. If a refund is made an administration fee may be charged.
18. In exceptional circumstances you may be able to transfer your enrolment to a different Continuing Education course, or substitute a different student onto the same course, subject to any administration fees. Course fees already paid can be transferred to the new course, and any outstanding balance must be paid in full before the place can be confirmed. No refund will be given if the new course costs less than the original course.
19. To cancel after 14 days, or to ask to transfer or substitute someone else, please write to us preferably by email to the course administrator or, alternatively, by post to: University of Oxford Department for Continuing Education, Rewley House, 1 Wellington Square, Oxford, Oxfordshire, OX1 2JA, United Kingdom. Please write the name of your course in the subject-line of your email or on the envelope. You should include all the relevant details including your and any substitute's names, and the name of any course you wish to transfer to.

Cancellation by us

20. Where there are good reasons to do so the University may cancel your course by giving you notice in writing at any time before the course is due to start. The University will refund all fees paid by you and will endeavour to offer a transfer to another course as an alternative, subject to payment or refund of any difference in purchase price.
21. The University's liability when it cancels a course will be limited to a refund of any fees or charges paid for the cancelled course, and to a refund of received University accommodation fees (if booked through the Department for Continuing Education). For partial cancellation of a course, such refunds will be made on a proportionate basis, subject to the specific clauses at 25 to 28 below applicable to circumstances connected to a pandemic (including Covid-19), epidemic or local health emergency. Consideration of whether any refunds are applicable, and the level of any refunds, will take into account the fact that the Department's courses that include elements which are usually provided face to face or in person (eg accommodation and/or meals during residential courses, field trips and study tours) are subsidised by fees received across the whole Department.

Changes to Courses – general provisions

22. The University will seek to deliver each course in accordance with the description set out on your course web page.
23. However, 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. The University therefore reserves the right to:

- a. make reasonable changes to the timetable, location or academic staff specified for a course; and
 - b. make reasonable changes to the content and syllabus of a course.
24. 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.
- Changes as a result of a pandemic, epidemic or local health emergency**
25. In addition to the above, 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.
26. The University will ensure that, when making changes under clause 25, the key learning outcomes of each course will still be provided, though delivered by alternative means.
27. Examples of possible changes under clause 25 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 numbers permitted to attend any location at one time (including restricting numbers at libraries or lectures);
 - c. Teaching at evenings, weekends or outside Full Term¹;
 - d. Requiring University attendees 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 attendees at the University so that for part of a course 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 placement).
28. Subject to clauses 25 and 26, 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

¹ Full Term means the University's dates for Michaelmas (Autumn), Hilary (Spring) and Trinity (Summer) terms which are advertised in the Oxford Gazette

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

29. 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>.

Discount vouchers

30. Voucher discounts (also referred to as "promotional/promo codes") do not apply to accommodation or catering that you may book as part of your course registration.
31. Vouchers cannot be used in conjunction with any other offer and only one voucher may be used per term for Day and Weekend events.

Personal Data

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

Complaints Procedure

33. 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>.

Termination

34. Your contract with the University will end in the following circumstances:
- when you finish your course or if you cancel or withdraw from your course and so cease to be a current student;
 - if the Department exercises its right to cancel or discontinue your course under paragraphs 20, 21, 24 and/or 27 above;
 - if you cease to be a current student as a result of a University or Department procedure such as a disciplinary procedure; or
 - if you fail to comply with paragraph 5 above.
35. The following terms will survive termination of your contract with the University for any reason:
- terms relating to personal data as described at paragraph 32 above; and

- b. 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

- 31. 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.