

## THE UNIVERSITY OF OXFORD



### TERMS AND CONDITIONS FOR NON-MATRICULATED STUDENTS

*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 paragraph 8 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 may be subject to academic and/or financial conditions as 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.

#### **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. You will also not be entitled to be a member of the Oxford University Student Union ("Oxford SU"), although you will usually be able to be an associate member at Oxford SU's discretion.

## 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/lso/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; and
  - 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.
9. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
10. 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. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

## Your Responsibilities

11. 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 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.
  - d. to follow good academic practice, including following the University's policies on plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.8, 11.5 and 11.6 of the Student Handbook.
  - e. 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.
  - f. to obtain an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and 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

12. 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.

### **Teaching and Supervision Arrangements**

13. If this is relevant for your course, your Offer will be based on your choice of subject area. If you later ask to change subject area or supervisor, this will have to be approved by the relevant(s) department having regard to the availability of appropriate supervision either in your new subject or from an alternative supervisor.

### **Fees and Payment**

14. Details of the fees and charges you will have to pay the University are set out on 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.
18. EU students who start on a programme of study in 2020/21 will be charged the Home rate for course fees for all years of their programme.
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 (e.g. 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. The University will usually invoice you directly for your fees and you must usually pay your University fees in full for the year no later than Week 1 of the first term or day 1 of your first module.
22. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership.

### **Living Expenses including Accommodation**

23. You may 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.
24. If you live in University accommodation this will be subject to a separate agreement.

25. Information on the likely range of living costs is set out on your Course Information Sheet. You should allow for an estimated increase in living expenses of 3% each year.

### **Changes to Courses**

26. The University will seek to deliver each course in accordance with the description set out in your Course Information Sheet.
27. 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. Where desirable or necessary changes are to be made, the University will offer, where possible, appropriate and alternative options for affected students. If you do not wish to accept any alternative arrangements then you will have the opportunity to withdraw from your course.
28. 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 place. This will not normally happen less than 3 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 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.
29. 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.
30. Once you have accepted your Offer, you will be notified of any material change made before your start your course (as compared to the description in your Course Information Sheet) and you will be offered the opportunity to withdraw from the course.
31. 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.
32. The provision of course options which depend on the availability of specialist teaching, or on placement at another institution, cannot be guaranteed in advance.

### **Events beyond our control**

33. The University will not be 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: industrial action, acts of God, acts of terrorism, the unanticipated departure or absence of key members of University staff, or failure by third party suppliers and subcontractors. In such circumstances the University will take reasonable steps to mitigate the impact on you and to restore usual teaching and services. More information is available in the Student Protection Plan at <https://academic.admin.ox.ac.uk/student-protection-plan>.

### **Intellectual Property**

34. 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**

35. 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**

36. The University's complaints procedure is explained in section 11 of the Student Handbook. Student complaints should be made to the Proctors' Office. There is a subsequent right to complain to the Office of the Independent Adjudicator.

### **Termination**

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

- c. when you finish your course, fail to pass a progression hurdle, or if you withdraw and so cease to be a registered student;
- d. 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, the fitness to teach procedure, or the academic removal from the register procedure; or
- e. if you are found to be in breach of paragraph 4 or 5 above.

38. 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 34 above;
- b. terms relating to personal data as described at paragraph 35 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**

39. 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.