

**THE UNIVERSITY OF  
OXFORD CONTINUING  
EDUCATION**



*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](#) (you should consider printing a copy of this page as a record of the information provided),
  - c. the offer letter from the Department for Continuing Education,
  - d. the University's Statutes and Regulations, and rules and policies made under them (see paragraphs 8, 9 and 10 below).
3. Your formal offer of a place at the University is set out in the offer letter or email from the Department for Continuing Education (the "Offer"). By accepting your Offer you enter into your contract with the University.
4. You will enter into this contract with the University even if your fees are paid by a third party on your behalf.

## **Conditions of your contract with the University**

5. Your contract with the University is likely to be subject to academic and/or financial conditions set out in your Offer or accompanying documents.
6. It is also a condition of your contract that any information submitted with or in relation to your application is true, accurate and complete (ie does not omit information you have been asked to provide).
7. 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 have started your course, disciplinary proceedings may be brought against you under Statute XI, which may result in sanctions including suspension or expulsion.

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

8. 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

issues (including safe behaviour required during any pandemic, epidemic or local health emergency) and legislative requirements such as data protection. You similarly agree to comply with The Department for Continuing Education's ("Department's") policies and guidance as amended from time to time.

9. The [Department's webpage](#) contains links to the key Departmental and University policies which you need to be aware of.
10. 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, or if you are found to have breached health and safety measures applicable during a pandemic (including Covid-19), epidemic or local health emergency as required under clause 11b. below.

## 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 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. Without limiting that general obligation, reasonable measures may include imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of sanitiser or distancing procedures. You must also immediately declare to the Department if you have, or suspect you may have, symptoms of Covid-19 (or any other serious infectious illness), or if you have tested positive for Covid-19, 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 in place, as updated from time to time.

## Fees and Payment

12. Details of the fees and charges you will have to pay are set out on the course web page.
13. Once you have accepted your Offer, an invoice will be issued to you with full details of how to pay.
14. It is your responsibility to ensure that the course fees and all other charges relating to the course (some of which may be subject to a separate agreement) are paid before the first day of the course, or any earlier deadline which is notified to you.
15. If your fees are to be paid by a third party which informs the Department for Continuing Education that it accepts full liability for your fees, then the University will invoice the third party directly and will seek to recover any unpaid fees from the third party in the first instance. However, the University reserves the right to seek payment from you if recovery from the third party is unsuccessful.
16. The University reserves the right to refuse you admission to your course if you have not paid all course, registration and accommodation fees (if booked through the Department for Continuing Education) before the course starts.
17. 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

18. You have the right to cancel your contract at any time within 14 days of its commencement. You will receive a full refund of any payments you have made.
19. If you choose a course that is due to start within 14 days of commencement of your contract and you then wish to cancel after your course has started, you will be required to pay for any part of your course that has taken place before you gave notice of cancellation. This amount will be calculated on a pro rata basis.
20. To cancel within 14 days please inform us in writing, either by email to the course administrator or 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

21. 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 at the discretion of the University. If a refund is made an administration fee may be charged.
22. Subject to academic approval and availability, you may be able to transfer your enrolment to a different Continuing Education course, or a later iteration of 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. You will also be charged a £75 transfer fee.
23. To cancel after 14 days, or to ask to transfer, please write to us as early as possible either by email to the course administrator or by post to: University of Oxford Department for Continuing Education, Rewley House, 1 Wellington Square, Oxford, Oxfordshire, OX1 2JA, United Kingdom explaining your reason for requesting the cancellation, details of the course you are cancelling and your booking reference. Please write the name of your course in the subject-line of your email or on the envelope. If you are asking to transfer you should also tell us the course you wish to transfer to and include a completed application form for the new course.

### Cancellation by us

24. Where there are good reasons to do so the University may cancel your course and will make every reasonable effort to give you as much notice of cancellation as possible (normally at least 15 working days prior to the start date). 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.
25. 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 29 to 31 below applicable to circumstances connected to a pandemic, 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 subsidized by fees received across the whole Department.

## Changes to Courses

26. The University will seek to deliver each course in accordance with the description set out on your course web page.
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. 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.
28. In exceptional circumstances we may need to suspend, discontinue or combine courses. This may be because of the effect of a pandemic (including Covid-19), epidemic or local health emergency, academic changes within subject areas, or as a result of low student numbers on a course.
29. In addition to the above, subject to clause 30 below, where a pandemic (including but not limited to 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 such changes it reasonably deems necessary 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. Examples of measures the University may take in such circumstances include:
  - a. Providing teaching, assessment or other services wholly or partly online or via other remote or virtual 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 or lectures);
  - c. Teaching at evenings, weekends or outside Full Term (where Full Term means the dates for Michaelmas, Hilary and Trinity terms advertised in the University of Oxford Gazette and which are communicated to students);
  - d. Requiring students to comply with:
    - i. social distancing measures;
    - ii. wearing of face-masks;
    - iii. wearing personal protective equipment;
    - iv. other health and safety measures the University deems necessary;
  - 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, without such circumstances, normally happen face-to-face or in-person (eg work in laboratories, museums, studios, music facilities or via fieldwork or work-placement).
30. The University will ensure that, when making changes as a result of a pandemic (including Covid-19), epidemic or local health emergency, the key learning outcomes of each course will still be provided, albeit delivered by alternative means. The scope of the University's right to make changes under clause 29 of these Terms and Conditions should be construed accordingly.
31. 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 but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness. Furthermore, the University will 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

32. 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 (Covid-19 or otherwise), 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](#).

## Personal Data

33. The University will collect and use your information about you in accordance with the principles set out in the [University's Student Privacy Policy](#). This includes ensuring that your data will only be used in a way which is fair, lawful and secure.

## Complaints Procedure

34. If you have a complaint you should follow [Continuing Education's Complaints Policy](#).

## Termination

35. Your contract with the University will end in the following circumstances:
- a. when you finish your course or if you cancel or withdraw from your course and so cease to be a current student;

- b. if the Department exercises its right to cancel or discontinue your course under paragraphs 24, 25 or 28 above;
  - c. if you cease to be a current student as a result of a University or Department procedure such as a disciplinary procedure; or
  - d. if you fail to comply with paragraph 5 or 6 above.
36. The following terms will survive termination of your contract with the University for any reason:
- a. terms relating to personal data as described at paragraph 33 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**

37. 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.