

THE UNIVERSITY OF OXFORD
CONTINUING EDUCATION
TERMS AND CONDITIONS FOR NON-MATRICULATED



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.

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. If you are studying for a University award included in the Examination Regulations then you will be entitled to be a member of the Oxford University Student Union ("Oxford SU"). If you are not studying for such an award there is no automatic entitlement to membership of the 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 for [Legislation](#), the [University's Statutes, Regulations, Policies and Codes of Practice](#) and [Exam Regulations](#). 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. the Student Responsibility Agreement ('SRA') setting out standards of behaviour required of students during any pandemic (including Covid-19), epidemic or local health emergency, which all students are required to comply with as a condition of being permitted access to in-person teaching and facilities. The term 'SRA' includes any University code of behaviour or similar requirement, as updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. The University will decide, before commencement of each academic year, whether an SRA is required. The University may also decide to put an SRA in place at any point if a pandemic, epidemic or local health emergency arises or has already arisen. If an SRA is in force then the University may take disciplinary action for breaches of required behaviours.
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](#).
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. 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 the Student Responsibility Agreement (which shall be in force during any 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 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 any other serious infectious illness), or if you have received a positive test for Covid-19, and comply with any required health, testing, isolation, distancing or health and safety measures in place, as updated from time to time.
- 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.
- 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 on student visas are available from [Student Immigration](#).

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 at 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, other EEA and Swiss nationals will no longer be eligible for home fee status for courses starting in the academic year 2021/22. This change will not affect those EU, other EEA and Swiss nationals benefitting from Citizens' Rights under the EU Withdrawal Agreement, EEA EFTA Separation Agreement or Swiss Citizens' Rights Agreement respectively. It will also not apply to Irish nationals living in the UK or Ireland whose right to study and to access benefits and services will be preserved on a reciprocal basis for UK and Irish nationals. Those students not eligible for home fee status will be liable for course fees at the Overseas rate 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 (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 and subject to all information given to you at the time of your Offer, including information about how course delivery, teaching, services and assessments may need to change as a result of a pandemic (including Covid-19), epidemic or local health emergency.
30. 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. Potential changes fall into two categories:
- (a) changes unconnected to any pandemic (including Covid-19), epidemic or local health emergency, or changes which are connected to a pandemic, epidemic or local health emergency where the type of change, or the circumstances in which it might be made, were not notified at the time of your Offer (including within these Terms and Conditions); or
 - (b) changes as a result of, or connected to, a pandemic (including Covid-19), epidemic or local health emergency where the circumstances in which such a change might be made, and the type of change possible, were notified to you at the time of your Offer (including within these Terms and Conditions).
31. For changes within paragraph 30(a) the University will consult with you about such changes and offer, where possible, appropriate and alternative options for affected students, and if you do not wish to accept any alternative arrangements then you will have the opportunity to withdraw from your course (as set out at clauses 33-38 below). For changes falling within paragraph 30 (b) (including any made under clause 39 below) the University will notify changes when they become necessary but, because the possibility of change and the types of change envisaged were notified at the point of your Offer, no consultation or opportunity to withdraw shall apply.
32. The University will ensure that, when making changes as a result of a pandemic (including Covid-19), epidemic or local health emergency, the core competencies and learning outcomes of each course will still be provided. The scope of the University's right to make changes under clause 39 of these Terms and Conditions should be construed accordingly.

Changes unconnected to a pandemic, epidemic or local health emergency

33. Clauses 33 to 38 only apply to those changes which fall within paragraph 30(a) above.
34. 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 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.

35. 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.
36. 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.
37. 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.
38. 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 as a result of a pandemic, epidemic, or local health emergency

39. Subject to clause 32 above, 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 at any point in such circumstances and as notified at the time of your Offer, 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, lectures, seminars or laboratories);
 - 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).
- 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 (including the right to vary destinations for work or study abroad) as a mandatory or optional component of courses, including making changes as a result of health guidance or risk assessment applicable to overseas travel destinations and/or providing students with alternative educational provision. If a year abroad, or other placement, has to be cancelled entirely then this includes the right to move a student to a cognate degree course that does not include such a year abroad or placement.
40. 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

41. 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](#).

Intellectual Property

42. 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

43. The University will collect and use 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

44. 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

45. 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.

46. 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 42 above;
- b. terms relating to personal data as described at paragraph 43 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

47. 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.