

THE UNIVERSITY OF OXFORD
TERMS & CONDITIONS FOR RECOGNISED STUDENTS



YOU SHOULD READ THIS DOCUMENT CAREFULLY. It contains important information about your contract with the University, including: rules that apply to your conduct, behaviour, and use of University services, circumstances when your studies at the University may be suspended or terminated, and how changes might have to be made to teaching or services in certain circumstances.

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; and
 - iii. the offer letter from your department
 - b. The University's Statutes and Regulations, and rules, procedures and policies made under them (see paragraphs 10 to 13 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. Failure to meet any condition has the following consequences:
 - a. if the failure to meet a condition is discovered after you have accepted your Offer, but before you register as a student, your contract with the University may be terminated at the University's discretion; or
 - b. if the failure to meet a condition is discovered 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 Recognised Student

7. Recognised Students are students undertaking research who are normally registered with another university and who are admitted by a department or faculty at Oxford to undertake or contribute to a research project. In these Terms and Conditions the word “department” is used for both departments and faculties.
8. To be a Recognised Student you must be either:
 - a. in a position such that none of your commitments to the University under this contract will conflict with any obligations to an employer or to any other party; or
 - b. in employment and have obtained your employer’s agreement to your working at Oxford under the terms of your contract with the University.
9. As a Recognised Student you:
 - a. will not matriculate or be a member of one of the University’s constituent colleges, societies or permanent private halls;
 - b. will not be entitled to be a member of the Oxford University Student Union (“Oxford SU”), but you will be able to apply to the Oxford SU to become an associate member (and such applications are dealt with on a case-by-case basis at Oxford SU’s discretion);
 - c. will be entitled to be an external member of clubs and societies registered with the University;
 - d. will not become an alumnus/a of the University as a result of your studies, but will be entitled to “associate alumni” status; and
 - e. will not receive an Oxford qualification or any formal accreditation for your studies at Oxford.

University statutes, Regulations and Policies

10. By accepting your Offer you agree to comply with the University’s Statutes and Regulations as amended from time to time and with the rules, policies and procedures that are made under them. Links to these on the University website are available at the [Governance and Planning ‘Legislation’ pages](#) and the [Examination Regulations](#) search page. They include:
 - a. the University’s Code of Discipline under [Statute XI](#), which 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, epidemic or local health emergency. 'HSI' includes any University code, policy or guidance issued in such circumstances. If an HSI is in force you must comply with it as a condition of in-person access to teaching and facilities, and may be disciplined for non-compliance and
 - d. the duty to behave in accordance with the University's [Code of Practice on Freedom of Speech](#).
11. The key provisions that you need to be aware of are the Examination Regulations for Recognised Students, available via the [Contents Page of the Examination Regulations section of the University website](#), and the other provisions summarised in your Student Handbook, your Offer and in these Terms and Conditions.
12. 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 could result in sanctions including suspension or termination of Recognised Student Status.
13. You are only permitted to access or use University land, premises, facilities or services for the academic, welfare, leisure or sporting purposes for which such premises, facilities or services have been provided, or for meetings and events for other purposes where the [University's Code of Practice on Freedom of Speech](#) has been complied with. Misuse of, unauthorised access to or use of, or occupation of University land, premises, facilities or services, and/or activities which prevent or substantially limit or impede authorised access or use by University students or staff, or which attempt to do so, are not permitted and may result in disciplinary action under [Statute XI](#).

Departmental Rules and Charges

14. By accepting your Offer you agree to comply with all departmental regulations, codes and guidelines published from time to time, and to pay any fees and charges that may be prescribed by the department for the facilities that you use.

Your Responsibilities

15. 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, dignity and respect, and to behave in a manner consistent with the University's [Equality Policy](#).
 - b. to progress your own academic studies.
 - 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

(e.g. wearing a face-mask, using hand sanitiser or following distancing procedures, if required). You must also immediately declare to your department if you have any serious and easily transmissible infectious illness (and the University will inform you if at any point it requires students to declare Covid-19 infections).

- 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 Academic Adviser 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.
- e. 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 7.2, 7.3, 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 a third party is paying your fees.
- g. to obtain an appropriate visa or immigration permission if necessary and an ATAS (Academic Technology Approval Scheme) certificate if required for your subject area, and to abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and provide a copy of your visa/confirmation of immigration status and passport identification page when requested by your department or college. If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are provided to the University regarding visas or immigration status. Support and information are available from Student Immigration and from the [visa and immigration pages of the University website](#).

Academic Adviser Arrangements

- 16. Your Offer will be based on your choice of subject area. If you later ask to change subject area or Academic Adviser, this will only be possible if it is approved by the relevant department(s) having regard to the availability of appropriate supervision either in your new subject or from an alternative Academic Adviser.

Fees and Payment

- 17. Details of the fees and charges you will have to pay the University are set out in your Offer.
- 18. Recognised Student fees and charges will usually increase annually.
- 19. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of supporting Recognised Students, and changes in Government funding. The increase will not exceed 6% each year, or the Consumer Price Index (CPI) if higher. Increases made by reference to CPI will use

the March CPI published by the Office for National Statistics in the April immediately preceding each September when new fees are published, to apply to the following academic year (so there is a time-lag of 18 months between the CPI figure consulted and the point when the increased fees become payable). The percentage increase may vary between different Divisions, Departments or subjects.

20. The fees that you will need to pay in any one academic year will usually be published before the first application deadline for Recognised Student status. Normally this will be during September of the previous academic year.
21. You must usually pay your University fees in full for the term no later than 14 days after the start of term.
22. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of Recognised Student Status.
23. Further guidance on fee payment liability and on the limited circumstances where refunds may become payable is on the [Payments and Refunds FAQs](#) webpage.

Living Expenses including Accommodation

24. If you live in Oxford you will need to pay for your living costs such as food, accommodation, and personal items.
25. Estimates of the likely range of living costs in Oxford are set out on the University webpages about [Living Costs](#), which highlight how inflation may increase the cost of living. These webpages are updated annually, but periods of high UK inflation in recent years make it difficult to estimate future increases in the cost of living during your studies.

Changes to provision of services and/or facilities

26. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness occurs the University may make reasonable changes to your use of University facilities and services 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. If it makes such changes the University will inform you and ensure its facilities and services are still provided by alternative means, if reasonably possible, though the manner of delivery may need to change. Examples of possible changes under this paragraph are explained in the [Changes to Courses policy](#).
27. Subject to paragraph 26, no refunds, discounts, damages or waivers of 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, 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.

28. Other changes to facilities, premises or services which provide an equivalent service, may need to be made from time to time for operational, legal/regulatory or other reasons. Wherever possible, you will be notified of such changes in advance. If applicable, you will be notified of any consultation process within which you may make representations prior to the change taking effect.

Events beyond the University's 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, where the breach or loss results from events which are beyond the University's reasonable control. Examples of events which may fall into this category include: a pandemic, an epidemic or a local health emergency necessitating measures to reduce risks of infection or illness; industrial action; acts of God; acts of terrorism; government order or law; action by any governmental authority; 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 services. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (eg under consumer law).

Intellectual Property

30. 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.
31. You must inform your department in advance and in writing about any materials owned by you or by a third party that you intend to introduce to the department.
32. By accepting your offer you agree not to:
- a. represent to any party that you are authorised to speak on behalf of the University or your department;
 - b. sign any document on behalf of the University or your department; or
 - c. use any of the names, marks, logos or letterheads of the University or your department except in the course of your participation in a University project and with the prior written permission of the Head of Department.

Business Purposes

33. By accepting your Offer, you agree not to use University facilities for your own business purposes.

Confidentiality

34. By accepting your Offer, you agree to treat details of any procedures, projects or research of which you become aware in the course of your work or your visits to the University as strictly confidential and not to disclose such information to any person

without express written permission to do so, unless the information is already in the public domain.

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](#) on the University website. This includes ensuring that your data will only be used in a way that 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 department that is relevant to the circumstances of the complaint in the first instance, and may later be escalated to the Proctors' Office. There may be 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:
- a. when your Recognised Student status terminates or if you withdraw and so cease to be a current Recognised Student;
 - b. if you cease to be a current Recognised Student as a result of a University procedure such as the disciplinary procedure; or
 - c. 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 paragraphs 30 to 32 above;
 - b. terms relating to confidentiality as described at paragraph 34 above;
 - c. terms relating to personal data as described at paragraph 35 above; and
 - d. 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.