

**THE UNIVERSITY OF OXFORD**  
**CONTINUING EDUCATION**



**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 paragraphs 5 and 7 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. Please note that your Offer is likely to be subject to academic and/or financial conditions.

**Status of a Non-Matriculated Student**

4. As a non-matriculated student you will not be a member of one of the University's constituent colleges or permanent private halls, although students on some courses may have associate membership. You will also not be entitled to be a member of the Oxford University Student Union ("OUSU") although you will usually be able to be an associate member at OUSU's discretion.

**University Statutes, Regulations and Policies**

5. 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/iso/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.
  - 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.

6. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
7. You must also comply with Continuing Education's Policies and Guidelines, which are available at: <https://www.conted.ox.ac.uk/students/currentstudents/policy.php>.
8. 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**

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 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 8.7 and 11.5 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. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from Student Information and at <http://www.ox.ac.uk/students/visa>.

### **Professional Qualification Requirements**

10. 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 study 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**

11. 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.
12. University fees and continuation charges will usually increase annually.
13. 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 4% each year, or the Retail Price

Index (RPI) if higher. The fees that you will need to pay in any one academic year will be published before the first application deadline for the programme concerned. Normally this will be by September of the previous year.

14. EU students who start on a programme of study in 2017/18 will be charged the Home rate for University tuition fees for all subsequent years of their programme.
15. 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.
16. 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 4%, or RPI 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: for instance, fees for 2017/18 will be published by September 2016.
17. Depending on the administrative arrangements for your course, your fees may be payable either:
  - a. as an annual fee to the University of Oxford Department for Continuing Education; or
  - b. as an annual programme fee together with fees for individual modules to the University of Oxford Department for Continuing Education.
18. 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.
19. For other courses, 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. This may be different if your fees are being paid (a) through a government loan system, or (b) through an agreed payment plan.
20. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership.

### **Living Expenses**

21. If you are a full time student, you will normally have to live in Oxford during your course (see section 5 of the Student Handbook) and will need to pay for your living costs such as food, accommodation, and personal items.
22. If you live in University accommodation this will be subject to a separate agreement.
23. 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 2% each year.
24. 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**

25. The University will seek to deliver each course in accordance with the description set out in your Course Information Sheet.

26. 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.
27. 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 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.
28. 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.
29. 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 you will be offered the opportunity to withdraw from the course.
30. 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.
31. The provision of course options which depend on the availability of specialist teaching, or on placement at another institution, cannot be guaranteed in advance

### **Intellectual Property**

32. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 7 of the Student Handbook.

### **Personal Data**

33. By accepting your Offer, you agree to the University collecting and using your individual personal data, including, in exceptional circumstances, sensitive personal data. This will be done in accordance with the principles set out in the Data Protection Act 1998. These include ensuring that your data will only be used in a way which is fair, lawful and secure.
34. More information is available at <http://www.ox.ac.uk/students/life/it/studentrecord/data>.

### **Complaints Procedure**

35. If you have a complaint you should follow Continuing Education's Complaints Policy available at <https://www.conted.ox.ac.uk/courses/webfiles/Policy/ComplaintsPolicy.pdf>. You will then have a right to complain to the Proctors' Office and subsequently to the Office of the Independent Adjudicator.

### **Jurisdiction**

36. 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.