

## PROFESSIONAL DIPLOMA

### TERMS AND CONDITIONS

#### 1 GENERAL INFORMATION

- 1.1 These terms and conditions contain important information about your (“Your/You”) with Oxford International Pathway College (“OIPC”) (“Us / We / Our”) including:
- the basis upon which We will provide Your course (Your Course)
  - Our legal obligations to You
  - Your legal obligations to Us (including to pay)
  - when We can make changes to the Contract
  - when the Contract may be terminated by You or Us
- 1.2 You should take time to read them carefully and understand them before accepting a place at Oxford International Pathway College (“OIPC”) Please contact Us ([pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com)) for clarification before you accept a place at OIPC if there is anything in these terms and conditions that You do not understand.
- 1.3 Your attention is particularly drawn to sections which include important information about Our rights to vary the Contract with You (including the Services (as defined below) provided under the Contract), Our liability to You and Our rights to terminate the Contract with You.

#### 2 ABOUT US

- 2.1 Oxford International Pathway College is a trading name of Oxford International Education and Travel Ltd, Companies House No 02666738.
- 2.2 Oxford International Education and Travel Ltd (OIEG), registered address New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG. The head office address is 259 Greenwich High Road, London SE10 8NB, Telephone number +442082931188.

#### 3 APPLICANTS AND STUDENTS WITH DISABILITIES

- 3.1 We welcome applications from prospective students with disabilities and other support needs. Applicants and students are encouraged to notify Us and the University of any disability or other support need at the earliest opportunity, so that appropriate and timely support arrangements can be considered. Applicants and students should contact [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) in the first instance who can provide appropriate advice and guidance.

#### 4 OUR CONTRACT WITH YOU

##### *The offer letter*

- 4.1 Oxford International pathway College will issue You with an offer letter which will set out details of the offer of Your place on a course of study with Us (“the Offer Letter”). The Offer Letter will contain important
- the course, tuition, and other related services with which You will be provided (“the
  - details about the fees payable by You for the duration of the course (“the
  - the duration of the Contract; and

- details of any conditions that will apply to Your

### **Conditions You that apply to our Contract**

4.2 The Offer Letter and these Terms and Conditions will set out any specific requirements that You will need to comply with to allow You to start Your Course. Some of these conditions will need to be complied with throughout Your time with Us. If You fail to comply with any of these requirements at any time, We may end the Contract as set out in section 12. By way of example only, conditions may include compliance with requirements in connection with English language proficiency, immigration status, or minimum attendance requirements for Your Course.

Please note that the continuing of the Contract is dependent on You meeting, and continuing to meet all Conditions set out in the Offer Letter and/or as otherwise specified in these Terms and Conditions.

### **Provision of information by You**

4.3 It is Your responsibility to ensure that all information You provide Us (or that may be provided on Your behalf) Your is and remains true, accurate, complete and not misleading. If any information You provide Us proves to be untrue, inaccurate, incomplete or misleading, We may be entitled to Us withdraw Your offer of a place on a course (if You have not yet accepted the Offer) or ending the Contract with You in accordance with section 13.

4.4 You have the right to request Us to review any decision We make to withdraw an offer or to terminate the Contract within 14 days of the date of the decision as set out in Refund Policy (see Appendix 2).

### **How to accept Your offer and when the Contract becomes legally**

4.5 To accept the Offer, You must complete and sign the Acceptance Form and either

- (a) pay the Tuition Fee Deposit plus any Administration Fee if specified in the Offer Letter; or
- (b) submit a Financial Guarantee which relates to Tuition Fees and in value that is no less than the amount of Tuition Fee deposit included in the Offer Letter.

4.6 You must accept the offer within any specified deadlines notified to You in the Offer Letter.

4.7 A legally binding contract incorporating these terms and conditions will come into existence between You and Us when We write to You to confirm that Our Contract has become effective.

4.8 If You do not accept the offer within the specified deadline, We may withdraw the offer.

### **What the Contract includes**

4.9. The Contract between You and Us includes the following:

- these Terms and Conditions
- the Offer
- the Refund Policy; and
- the regulations, policies and procedures listed at Appendix 2 to this contract.

(together, the “**Contract**”).

## **5. YOUR RIGHT TO CANCEL THE CONTRACT**

5.1 If the legally binding contract formed with the You in accordance with clause 4.6 is formed at a distance (meaning You do not provide Your Acceptance in person at our premises), You have the right to cancel the contract if You give notice of cancellation to Us within fourteen days of Our Contract becoming binding as described in 4.7 (Cancellation Period). You do not have to give a reason.

5.2 To cancel Your Contract, You must clearly inform Us of Your decision to cancel before the Cancellation Period has expired. You may do this by

5.2.1 by sending a letter to Head of Admissions, Oxford International Educational Group, 259 Greenwich High Road, London, SE10 8NB, United Kingdom or

5.2.2 by sending an email to [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com).

- 5.3 You may use the model cancellation form (Appendix 2) to notify Us of Your decision to cancel by letter or email, (but You do not have to use this form).
- 5.4 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 5.5 If You cancel Your Contract within the 14 day Cancellation Period, We will reimburse any tuition fee payment (including any deposit), Administration Fee and/or a late enrolment fee (as applicable) received from You as soon as We can, and no later than 14 days after the day on which You informed Us of Your decision to cancel Your acceptance. Refunds will only be made to the person who paid the fees.
- 5.6 We may start to provide Your Course before the end of the Cancellation Period if You request Us to do so, for example if You are only applying to Us very soon before Your course is due to start. This will not prevent You from cancelling the Contract during the Cancellation Period. However, if You decide to cancel the Contract once We have started to provide Services to You, then We will be entitled to deduct from any refund an amount to reflect the Services You will actually have received until You notified Us of Your wish to cancel. This may include, for example, the costs of any requests for sponsorship visas and/or the cost of any tuition.
- 5.7 Please refer to sections 12 and 13 for further detail about how the Contract can be ended after the expiry of the Cancellation Period.

## 6. YOUR OBLIGATIONS

- 6.1 You are required to:
- 6.1.1 comply with the terms and conditions of the Contract
  - 6.1.2 keep all information provided to Us (including Your contact details) up to date and notify Us promptly of any changes in Your information by contacting [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com) or by informing the college administrative manager if you had already enrolled
  - 6.1.3 meet any and all conditions set out in Your Offer Letter and as specified in these Terms and Conditions and (where relevant) continue to satisfy them throughout the period of Your registration with Us / on the course
  - 6.1.4 pay all Fees and Additional Charges when due
  - 6.1.5 comply with all codes, regulations, policies and procedures as amended from time to time (these are listed at Appendix 2 to this Contract which also set out links to each) including in respect of Your attendance, participation on the course and conduct.
  - 6.1.6 enrol with Us at the start of Your course

## 7. OUR OBLIGATIONS AND THE SERVICES WE WILL PROVIDE

- 7.1 We will:
- 7.1.1 provide the teaching, assessments, learning support, pastoral support and other educational support services
  - 7.1.2 provide the Services to You with reasonable care and
  - 7.1.3 notify You of any changes to the Contract as soon as reasonably practicable.

## 8. FEES AND ADDITIONAL CHARGES

### ***Obligation to***

- 8.1 The amount of Your Fees will vary depending on whether We categorise Your fees status as a “Home/EU student” or an “Overseas” student. Your Offer Letter will make clear how We categorise You and the amount of Fees and any Additional Charges payable by You under the Contract.
- 8.2 Your obligations under the Contract include paying all Fees and Additional Charges when due. Details of when and how You are required to make payments are set out in the Offer Letter.
- 8.3 You will be responsible for making payment of Your Fees and any Additional Charges to Us when they fall due. If

You have arranged for a third party (for example, a financial or government sponsor) to pay Fees and/or Additional Charges on Your behalf. You will remain responsible to pay Us the Fees and any Additional Charges in the event that the third party fails to do so when those Fees or any Additional Charges become due. If a refund is payable under this Contract, We may be required to make any refund directly to the third party who paid the Fees and/or any Additional Charges on Your behalf.

### ***Payment by instalment***

8.4 We may, in Our absolute discretion, agree that You may pay the Fees in instalments. If We agree to payment by instalments, You must make payment in accordance with the agreed instalment plan. Any such payment plan must be agreed before You enrol.

### ***Administration and Other Fees***

8.5 In addition to the Fees, You may also be required to pay the following additional charges:

- 8.5.1 **an administration fee:** This is payable when You submit Your application as detailed in the Offer Letter ("**Administration Fee**");
- 8.5.2 **a late enrolment fee:** If You are late enrolling on Your Course, a late enrolment fee of £100 per academic week that You are late enrolling (such fee to be adjusted pro rata in relation to any part of an academic week that You are late enrolling), to be capped at a maximum of £400 ("**Late Enrolment Fee**")
- 8.5.3 **a re-attendance fee:** If You wish to re-attend Your course or any part thereof, equivalent to the number of terms re-attended ("**Re-attendance Fee**");
- 8.5.4 **a fee of £150 for re-assessment:** (If required) in each module ("**Re-assessment Fee**"); or
- 8.5.5 **additional optional study resources** e.g. textbooks from £10

### ***Method of Payment and Payment Plans***

8.6 For details on the method of payment, please refer to Your offer letter

### ***Unpaid Fees and Additional Charges***

- 8.7 We may charge interest on late or unpaid Fees. Debt collection fees may also be recovered from You and an administration fee may be charged in respect of dishonoured cheques. Any interest that may be charged on late or unpaid fees will be added at the base rate +1% of the National Westminster Bank plc.
- 8.8 If Your Fees are not paid after We have taken reasonable action under our debt collection policy, this may result in You being suspended, not being allowed to enrol, re-enrol or not being allowed to graduate.
- 8.9 If any additional charges (other than the Your Fees) are not paid when they are due, this may result in You not having access to the relevant service. For example, if You do not pay a Re-assessment Fee, You will not be able to carry out a re-assessment which may mean You cannot pass the applicable module. Also, if You do not pay for additional optional study resources, You will not have access to such resources.

## **9. OVERPAYMENT AND CLAIM PERIODS**

- 9.1 Any overpayment will be refunded to the payee minus any incurred charges, a refund request must be received within 6 months of your course start date.
- 9.2 If you fail Your Course, withdraw from Your Course or we decide to terminate your studies you will be entitled to a refund of your overpayment. We will make all reasonable attempts to contact you on the contact details you have provided to us whilst enrolled as a student to return the money to you. If we have been unable to contact you and you haven't claimed your refund within seven years, the amount will be written off and you will no longer be able to claim back this overpayment.

## **10. INTELLECTUAL PROPERTY**

10.1 The ownership of intellectual property rights is subject to the Our general regulations.

## 11. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT AND SERVICES

- 11.1 We will make all reasonable efforts to deliver the Services and other services and facilities described in any published material.
- 11.2 Whilst We will always try and minimise making changes to the Contract (including to our Services), there may be times where changes are needed.
- 11.3 This clause describes the circumstances when We can make changes, as Well as providing You with further information about what We will do where We look to make such changes. This includes changes that might be made in relation to the discontinuance of a course, or the changing of a course’s location.

### CHANGES MADE BEFORE YOU ENTER INTO A CONTRACT WITH US

- 11.4 If, before the time We send out Your Offer Letter there is any change in the information that We may have given to You at the time You Were researching Us or the Services and making an application for a course, We will endeavour to highlight details of those changes in the Offer Letter. A non-exhaustive list of reasons why We may need to make changes is set out at clause 11.10 below.
- 11.5 By accepting an offer, You will be confirming that You are accepting our offer on the basis of the changes documented in the Offer Letter.

### CHANGES MADE AFTER YOU HAVE ENTERED INTO A CONTRACT WITH US

- 11.6 Whilst We will always look to avoid making changes to the Contract (including changes to the Services), there may be times where changes are needed. In each instance, We will assess the potential impact of this change on the Contract, and will follow the principles set out in this clause 11. A non-exhaustive list of reasons why We may need to make changes is set out at clause 11.10 below.
- 11.7 We are always looking to improve and enhance the student experience, and will communicate regularly with students and will actively seek feedback on how We can improve its service delivery to students.
- 11.8 The changes that We make might be:
- **MINOR:** i.e. they will not in Our reasonable view materially change our Contract, including how the Services (e.g. teaching, courses, and related services and facilities) are provided to You; or
  - **MAJOR:** i.e. they will have a more significant impact on our Contract, including how the Services (e.g. teaching, courses, and related services and facilities) are provided to You.
- 11.9 If We need to make any changes, we will assess the potential impact of such changes and will follow the process explained in clauses 11.11, 11.12 and 11.13. Where changes are necessary You will receive clear communication.
- 11.10 The following table provides a list of examples of reasons why changes might be made, and the type of changes We might make:

WHY WE MAY NEED TO MAKE CHANGES	WHAT THE CHANGE MIGHT LOOK LIKE
<p>We may need to make changes to our Contract (including changes to the Services) at any time:</p> <ul style="list-style-type: none"> <li>• to reflect changes in sector practice and/or guidance and/or funding arrangements;</li> <li>• to reflect changes in the law and/or a decision of a competent court or similar body and/or changes which We are required to make by a regulator, professional, statutory or regulatory body;</li> <li>• to reflect various different requirements such as governmental, statutory and/or regulatory requirements, policy, measures, controls, guidance and/or directions (including, without limitation, as a result of COVID-19 restrictions, similar pandemic restrictions and/or health and safety concerns);</li> <li>• to reflect changes made and/or required by an accrediting body, collaborative partner and/or placement provider;</li> </ul>	<p>The circumstances identified in the left hand column may result in a variety of different types of changes being made by Us including, for example:</p> <ul style="list-style-type: none"> <li>• reasonable changes to the timetable for delivery of Your course;</li> <li>• reasonable changes to the number of classes/lectures and other teaching activity and assessment relating to the course;</li> <li>• reasonable variations to the content and syllabus of the course;</li> <li>• changes to the location of Your course teaching facilities;</li> <li>• reasonable changes to the specification of Your course teaching facilities;</li> </ul>

<ul style="list-style-type: none"> <li>to implement technical adjustments and/or improvements, for example: to reflect developments in academic teaching, research and/or professional standards/requirements;</li> <li>to address any external examiner feedback received by Us as a result of our assessment processes and/or results from our regular student feedback sessions;</li> <li>to address and/or take steps in response to a security threat;</li> <li>due to minimum enrolment numbers not being achieved or a fall in future enrolment numbers (including where as a result the student experience is likely to be negatively impacted);</li> <li>due to withdrawal or failure to obtain any relevant approval, accreditation and/or validation;</li> <li>to deal with unavoidable staff absences, changes and/or resignations;</li> <li>to ensure the delivery of our business continuity plans in response to events outside of our control; and/or</li> <li>for any other valid reasons.</li> </ul>	<ul style="list-style-type: none"> <li>additions and/or withdrawals of modules on Your course;</li> <li>changes to reading lists to ensure the course remains as up-to-date as possible;</li> <li>other reasonable changes to the way that a course is delivered, taught, supervised and/or assessed (for example, We may make minor changes to the method of delivery and/or assessment to or from online);</li> <li>changing the order in which We deliver modules to You;</li> <li>procedural changes to our regulations that help improve the same to Your benefit; and/or</li> <li>changes to the way that a course is delivered, taught, supervised and/or assessed (for example, We may make changes to the method of assessment, moving to or from online and/or change the percentage of online and in-person delivery).</li> </ul>
<p><b>SPECIFIC COVID-19 DISRUPTION CHANGES:</b></p> <p>We may need to make changes to the Contract (including to the subjects on the course or to its other services or facilities) from time to time to help it comply with and respond to temporary or longer-term government guidelines, regulations or restrictions (or related health and safety requirements) as a result of the COVID-19 pandemic.</p> <p>Please see section 20 about how We might make changes in response to events outside of its reasonable control.</p>	<p><b>SPECIFIC COVID-19 DISRUPTION CHANGES:</b></p> <p>To address the specific ongoing issues caused by COVID-19, in addition to the examples above, We may need to make the following adjustments to the Contract (including to the subjects on the course and to its other services and facilities) from time to time as follows:</p> <ul style="list-style-type: none"> <li>changes to the order or timing of how We deliver subjects or other course components to You. This might be necessitated to allow Us to give You the relevant experience, e.g. to move a non-practical module [or placement] to a later date if there are ongoing COVID-19 or similar pandemic or epidemic disruptions or restrictions in place;</li> <li>changes to the way that We teach, delivers or assesses subjects on the course and/or provides co-curricular or pastoral support services (for example, moving to online delivery or changing the percentage of online and in-person delivery).</li> </ul> <p>We may need to make these changes with limited notice for health and safety reasons, but We will always seek to provide You with as much notice of any such changes as soon as We can.</p>

**CANCELLATION OF A COURSE**

11.11 We may be required to cancel a course and terminate the Contract with You, including for the reasons described in clause 11.10. In these circumstances, We will take reasonable steps: to notify You in advance. If We decide to take such action prior to the course commencing You shall be entitled to cancel this Contract by written notice to Us. In these circumstances You will be entitled to a refund of any Fees which You have paid to Us.

**HOW WE WILL TELL YOU ABOUT CHANGES TO THE CONTRACT**

11.12 If We invoke our right to make changes in accordance with the above, We shall take all reasonable steps to notify the affected students and minimise any disruption to their studies. We will seek to provide You with as much notice as is in our view reasonable before We are due to make the relevant change. More specific detail is set out in the table below.

11.13 How We will manage these changes and what you can do if you are not happy with the changes:

Type of Change	How you Will be Notified	What if you are not happy with the change?
<b><u>MINOR changes</u></b>	<p>We will notify We will tell You that changes have been made by email and confirm where information about the changes can be found (for example, on our Website).</p> <p>Where possible, We will look to provide this notice to you in advance of making MINOR changes, but this may not always be possible (e.g. <b>if We are required to make changes at short notice to urgently deal with a situation such as a security or health and safety risk or emergency</b>).</p>	N/A
<b><u>MAJOR changes</u></b>	<p><b>If We need to make any changes which will, in its reasonable opinion, have a more significant impact on the Contract such as the way that it teaches or provides its other Services, and which will cause You a significant detriment, We will notify you as soon as it reasonably can in the particular circumstances, and will let You have details about the changes and how they will impact You and the steps We will take to minimise the detriment.</b> We will notify You of any MINOR changes by email and, if applicable, confirm where further information about the changes can be found (for example, on our Website). Please get in touch with Us promptly regarding any queries or concerns about a MAJOR change it makes. We will always look to provide as much notice as in its view is appropriate in the circumstances.</p> <p><b>As with the MINOR changes, We might not always be able to give advanced notice.</b></p> <p><b>For the avoidance of doubt, where We are making changes in response to the COVID-19 pandemic which were communicated to you before the Acceptance Form was completed, such changes will not constitute MAJOR changes for the purposes of this Clause.</b></p>	<p><b>Please get in touch with Us promptly regarding any queries or concerns about a MAJOR change it makes via email to <a href="mailto:pathways@oxfordinternational.com">pathways@oxfordinternational.com</a>. Please also see Section 15 (Complaints).</b></p> <p>If You remain unhappy about any MAJOR change, and if You have suffered a significant detriment as a result of the change, You may be entitled to terminate the Contract due to the MAJOR change in accordance with clause 13 below. Depending on the relevant circumstances, You may also be entitled to an appropriate refund and/or other redress in accordance with Your consumer law or other applicable rights.</p> <p><b>Depending on the relevant circumstances, you may also be entitled to an appropriate refund of the Fees and/or Additional Charges paid to Us and to compensation in accordance with the Refund Policy.</b></p>

**12. TERMINATION OF THE CONTRACT BY US**

12.1 We may terminate the Contract on notice to You such notice as may be appropriate having followed any relevant policies or procedures as a result of:

- Us becoming aware that information You have provided to Us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- You failing to materially comply with Your obligations under this Contract;
- You failing to comply with requests for information, to make declarations and/or to meet specific requirements of Your Course and/or conditions as specified in the Offer Letter;
- Your circumstances changing so that You no longer have permission to remain in the UK, You acquiring a relevant criminal conviction or developing a health condition that prevents You from meeting the occupational health requirements of Your Course;
- You failing to meet the requirements to register for Your Course;
- material breach by You of Our regulations, policies, procedures and/or codes;
- You failing to meet the required standard performance of Your Course as prescribed by academic and professional suitability requirements;
- if You do not pay Your Fees by the specified due date for payment, and where You fail to make good Your debt following the period specified within Our debt recovery policies. This includes where You have an agreement with a third party (e.g. a sponsor) for them to pay Your Fees on Your behalf;

- where You engage in any activity or otherwise act in a manner that brings Us into disrepute; or
- You do not comply with the requirements of Your visa to study in the UK.

### **13. TERMINATION OF THE CONTRACT BY YOU**

13.1 You have the right to terminate this Contract in the following circumstances:

- 13.1.1 where We seek to make a MAJOR change to the Contract that You do not agree with; and
- 13.1.2 at any other time without reason.

### **14. WHAT HAPPENS IF THIS CONTRACT IS TERMINATED**

14.1 In the event of termination of Your Contract by Us or by You as permitted in sections 13 and 14 above, You may be entitled to a refund as indicated in the Refund Policy (See Appendix 2).

### **15. COMPLAINTS**

- 15.1 We operate a complaint procedure and policy (see Appendix 2)
- 15.2 You may also refer Your complaint to the College Director.
- 15.3 If You have any queries about Your Contract, You should contact [pathways@oxfordinternational.com](mailto:pathways@oxfordinternational.com)

### **16. DISCLOSURE AND BARRING SERVICE (DBS) CHECKS**

16.1 OIEG is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) (“SVGA”). These duties may apply (for example) in the case of:

16.1.1 Students who are aged under 18;

16.1.2 Students who are “vulnerable adults”;

16.1.3 Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

16.2 OIEG expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

16.2.1 The SVGA may require OIEG, OIPC to:

16.2.2 Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and

16.2.3 Supply certain information about individuals to the Disclosure and Barring Service, for example, where OIEG considers someone to pose a risk of harm to children or vulnerable adults.

16.3 Oxfords international Education Group’s Safeguarding Policy (Procedure and Guidance) explains in more detail how such matters should be approached and is available here <https://www.oxfordinternationalenglish.com/wp-content/uploads/2021/10/49.0-Safeguarding-and-Child-Protection-Policy-2021-1.pdf>

#### ***Criminal Offences whilst you are Enrolled at OIPC***

16.4 Students must disclose to Us if they are convicted of “relevant criminal offences at any time whilst they remain a student at OIPC. Details of what amounts to a “relevant criminal offence” differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing).



**Offers and courses which are conditional on Criminal Records/Disclosure and Barring Service, ATAS or Occupational Health checks**

16.5 We may withdraw an offer, refuse to admit you or may withdraw you from Your course or research activity, for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by Us) that your offer, studies or research activity require:

16.5.1 Satisfactory criminal record/disclosure and barring service

16.5.2 An Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

16.5.3 Satisfactory occupational health checks (but subject to OIEG obligations under the Equality Act 2010 in respect of students with disabilities).

16.6 If you believe a decision by Us, in respect of such matters is incorrect, You may invoke the complaints procedure.

**17. IMMIGRATION AND VISAS**

17.1 If you require a visa to study in the UK, You must Comply with any visa requirements, including those set out by the sponsor.

17.2 It is the student's responsibility to obtain the correct immigration status prior to enrolment on Your Course and to maintain this during the Programme of Study. Relevant supporting documentation such as a passport, a valid vignette (sticker) in the passport and/or Biometric Residence Permit (BRP) are required before enrolment at the centre can commence. If you have a pending visa application, evidence such as completed application form and correspondence with the Home Office/UKVI are also required. We do not tolerate fraud or false or misleading representation in the process of obtaining an offer or visa under our sponsorship. This may also impact upon on any refund of fees you have paid to us. See Refund Policy for further details.

17.3 Students must observe the relevant immigration regulations at all times such as work limits and police registration requirements. Breach of such regulations may lead to withdrawal.

17.4 Any students withdrawing from a Programme of Study after the CAS has been used will be reported to the Immigration Authorities as a curtailment of their programme. Documentary evidence will be required to show that you have not breached the rules and regulations of UK immigration laws, including proof of your current tlocation.

17.5 Students also must ensure they are aware and understand the Student Route rules and policies relevant to their enrolment and immigration conditions. These policies include, but are not limited to, Attendance Policy and Discipline Policy. Failure to comply with these policies could lead to withdrawal from Your Course and subsequent withdrawal of visa sponsorship.

**18. OUR LIABILITY TO YOU**

18.1 If We fail to comply with this Contract, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of this Contract or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.

18.2 We cannot accept responsibility and We will not be liable to You for:

18.2.1 any damage to Your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by Us and to personal equipment such as mobiles, tablets and laptops)unless caused by Our negligence;

18.2.2 work submitted for assessment that is not returned;

18.2.3 personal injury or death except in so far as it is caused by Our negligence;

- 18.2.4 loss of opportunity and loss of income or profit, however arising.
- 18.3 We do not exclude or limit in any way Our liability
- 18.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 18.3.2 fraud or fraudulent misrepresentation;
- 18.3.3 any other matter which we are not permitted to exclude or limit our liability by law.

## **19. EVENTS OUTSIDE OUR CONTROL**

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Contract that is caused by an "Event Outside Our Control" (as defined below).
- 19.2 An "Event Outside Our Control" means any act or event beyond Our reasonable control including without limitation:
- 19.2.1 strikes, lock-outs or other industrial action by third parties;
- 19.2.2 strikes, lock-outs or other industrial action by our employees;
- 19.2.3 any control, law, direction or measure imposed, administered or issued by any governmental, statutory or regulatory body relating to the control of disease, closure of businesses or premises, or control of movement of people, goods or services or a restriction on transfer of any of the same imposed or administered as a response to an outbreak of disease or as a means of preventing the significant transmission of a disease;
- 19.2.4 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic and/or epidemic (or similar infectious disease where We have health and safety concerns regarding the provision of courses and Services to You and/or our other students and/or staff) or other natural disaster or "act of god", or failure of public or private telecommunications networks; and/or
- 19.2.5 a change in law following the UK ceasing to be a Member State of the European Union which means We are no longer legally allowed to provide services to You.
- 19.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:
- 19.3.1 We will contact You as soon as reasonably possible to notify You;
- 19.3.2 where reasonable and appropriate, Our obligations under these Terms and Conditions will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control; and
- 19.3.3 We will be entitled to make changes to this Contract, including, but not limited to, the methods by which the course, Services (including pastoral support) are delivered and/or assessed, as provided for under clause 12 above.
- 19.4 Should an Event Outside Our Control interfere with Our ability to deliver Your Course, We will Use reasonable endeavours to minimise the disruption caused to You. Please see our Student Protection Plan [here](#) for more detail.

## **20. HOW WE USE YOUR PERSONAL DATA, AND YOUR OBLIGATIONS**

- 20.1 Data Protection Policy explain what data We might hold about you, how we use it, who we might share it with and the reasons for doing that. The OIEG Privacy Policy can be accessed here: <https://www.oxfordinternational.com/about-oxford-international/privacy-policy/>
- 20.2 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared).

## **21. OTHER IMPORTANT TERMS**

21.1 We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect Your rights or Our obligations under the Contract.

21.2 This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

21.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

21.4 If We fail to insist that You perform any of Your obligations under these terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.

21.5 Our contract is governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.

**Appendix 1**  
**Cancellation Form**

**To:**

I hereby give notice that I cancel my contract for the supply of services on the [INSERT PROGRAMME TITLE] at The Oxford International Pathway College.

**Offer letter dated:**

**Name of student:**

**Signature of student:**

**Date**

## Appendix 2

### OIPC codes, regulations, policies and procedures

#### **OIEG Pathways Admissions Policy**

[OIEG-Pathways-Admissions-Policy](#)

#### **OIEG Refund Policy**

[OIEG-Refund-Policy](#)