

**THE UNIVERSITY OF OXFORD**  
**CONTINUING EDUCATION**  
**TERMS AND CONDITIONS FOR MATRICULATED 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. As a student at Oxford University you will be a member of both the University and of one of its colleges, societies or permanent private halls. For convenience this document refers to permanent private halls, societies and colleges as “colleges”.
2. You will have two separate contracts: one with the University and one with your college.
3. 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.
4. 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 (for graduate students) or college (for students studying for the Certificate in Theological Studies, Diploma in Theological Studies or BTh); and
  - b. The University’s Statutes and Regulations, and rules and policies made under them (see paragraphs 14 to 18 below).
5. Graduates receive their offer of a place at the University as an offer letter from their department. Undergraduates studying for the Certificate in Theological Studies, Diploma in Theological Studies or BTh receive their offer from the University through their college offer letter. In either case this is the University’s formal offer of a place (the “Offer”). This is distinct from any college offer letter.
6. You will enter into your contract with the University when you accept your Offer.

**Conditions of your Contract with the University**

7. Your contract with the University is 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.
8. It is also a condition of your contract that any information submitted with or in relation to your application (whether to the University or your college) is true, genuine, accurate, and complete (ie does not omit information you have been asked to provide).

9. 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 for your course, 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.

### **University and College Membership**

10. You must be a member of a college in order to be a member of the University.
11. Your continuing relationship with the University is linked to your continuing relationship with your college. Similarly, your Offer from the University is linked to your college offer. If you decline either offer, if you fail to meet the conditions of either offer (whether before or after acceptance), or if either offer is withdrawn, you will lose your place at both the University and your college.
12. If your college membership is terminated (eg for breach of college rules and regulations) your membership of the University will also end. If you are suspended by your college, or subject to other disciplinary or procedural measures, the University may take similar steps.

### **Student Union Membership**

13. As a matriculated student of the University you are automatically a member of the [Oxford Student Union \(Oxford SU\)](#)

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

14. 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 as follows: [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 that is considered unacceptable by students and that 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; and
  - 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.

15. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
16. You must also comply with Continuing Education's Policies and Guidelines, which are available at the following website link - [Policies and Guidance](#).
17. By accepting your Offer you agree that the University may take disciplinary action against you for breach of its Statutes and Regulations, or the Statements and Codes of Policy, Practice and Procedure, including the Code of Discipline or any HSI. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.
18. 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 section 6 of 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.

### **Your Responsibilities**

19. 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, which will include submitting work when required to do so, meeting college and University deadlines and attending tutorials, classes and lectures;
  - c. to comply with any measures or instructions given by the University or your college to reduce risk of transmission of any illness or infection and to behave in accordance with any HSI (eg wearing a face-mask, using hand sanitiser or following distancing procedures, if required). You must also immediately declare to your college if you have any serious and easily transmissible infectious illness (and your college, or the University, will inform you if at any point they require 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. A wide range of support is available from your college, department, central University services, fellow students and the Student Union. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your Course Handbook and College 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 7.2, 7.3, 7.7, 11.5 and 11.6 of the Student Handbook;

- f. to behave in accordance with the University's [Code of Practice on Freedom of Speech](#).
- g. 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. (Further information is available at the Department's ['Non-payment of fees' webpage](#));
- h. to obtain an appropriate visa or immigration permission if necessary, and an ATAS (Academic Technology Approved Scheme) certificate if required for your course, 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, including from the [Student Immigration](#) webpage.

### **Professional Qualification or Accreditation Requirements**

- 20. 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 details are available from your department and will be set out in your Course Handbook.

### **Teaching and Supervision Arrangements**

- 21. If your Offer is for a research degree it will be based on your choice of subject area. If you later ask to change subject area or supervisor, this will have to be approved by the relevant department(s) having regard to the availability of appropriate supervision either in your new subject or from an alternative supervisor.

### **Fees and Payment**

- 22. Details of the fees and charges you will have to pay the University are set out on your Course Information Sheet.
- 23. The University sets out its annual fees as a single figure as this is easier for applicants and students. However, you should note that this is a combined figure for both your University and college fees. These fees separately form the consideration for your separate University and college contracts. This means that you are paying a set amount of your fees to your college for college services and a set amount to the University for University services. For more details you can email the contact for your course listed in the 'Key Facts' section of the [Department's website](#) - use the Course

Search function for details for your course. (College fees do not cover accommodation or food, which are charged separately to those students who receive them.)

24. Course fees and continuation charges will usually increase annually. For more information see the 'Changes to Fees and Charges' pages of the University website [for Undergraduates](#) or [for Graduates](#).
25. Fee status is determined by government regulations which impose a number of criteria including around residence and nationality. The University will assess your fee status based on the information you provide in your application. Broadly speaking, home fee status is available for UK and Irish nationals who live in the UK (or the UK or Ireland for Irish nationals) and those eligible EU, other EEA or Swiss nationals who live in the UK who are able to benefit from Citizens' Rights under the EU Withdrawal Agreement, the EEA EFTA Separation Agreement or the Swiss Citizens' Rights Agreement respectively. All students who are ineligible for home fee status will be liable for course fees at the overseas rate.
26. For undergraduate students with home fee status starting their first undergraduate degree, tuition fees nationally are subject to a governmental fee cap, which is subject to annual review and at present is expected to rise by no more than the Retail Price Index (RPI) each year. Current University policy is to charge fees at the level of the cap set by the government.
27. In deciding the annual level of increase for all other categories of students, the University and colleges will take into account a range of factors, including changes 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.
28. The fees which 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 (ie the academic year immediately before your course starts).
29. The level of additional course costs (such as the 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.
30. The level of fees relating to examinations and related matters (such as 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 the 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.
31. Depending on the administrative arrangements for your course, your course fees may be payable either:
  - a. directly to your college;
  - b. as an annual fee to the University of Oxford Department for Continuing Education; or
  - c. as an annual fee together with fees for individual modules to the University of Oxford Department for Continuing Education.

32. 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.
33. For other courses, you must usually pay your course fees in full for the year no later than the Friday of 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.
34. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership.
35. 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**

36. 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. If you are temporarily unable to live in Oxford because of circumstances outside your control (eg serious illness or lockdown restrictions in your home country arising from a pandemic or epidemic) you may apply for exemption from this residency requirement. Your application will be assessed taking account of your personal circumstances.
37. If you live in University or college accommodation this will be subject to a separate contract with either the University or your college as appropriate.
38. Estimates of the likely range of living costs in Oxford are set out on your Course Information Sheet and at the following links: [for Undergraduates](#) and [for Graduates](#), which highlight how inflation may increase the cost of living. These webpages are updated annually, but high UK inflation in recent years makes it difficult to estimate future increases in the cost of living during your studies.
39. 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**

40. The University will seek to deliver each course in accordance with the description set out in your Course Information Sheet. In normal circumstances where the University needs to make a change to your course paragraphs 42 to 46 will apply. However, if it is necessary to make changes because of a pandemic, epidemic or local health emergency which has arisen or which arises before or during your course then paragraphs 47 and 48 below will apply.
41. In all circumstances 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 to Courses in normal circumstances**

42. There may be situations in which it is desirable or necessary for the University to make changes in course provision, either before or after you commence your course. Where desirable or necessary changes are to be made, the University will offer, where possible, appropriate and alternative arrangements for affected students. If you do not wish to accept any alternative arrangements then you will have the opportunity to withdraw from your course.
43. 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 Offer. This will not normally happen less than three 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 all information provided to you at the time of your Offer) and offered the opportunity to withdraw from the course. In exceptional circumstances the University may need to suspend, discontinue or combine courses. This may be, for example, because of academic changes within subject areas, or as a result of low student numbers on a course.
44. 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.
45. 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.
46. 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.

### **Changes as a result of a pandemic, epidemic, or local health emergency**

47. 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 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 any such changes the University will inform you and will ensure that the core competencies and learning outcomes of the course are still provided. The University will also provide broadly equivalent teaching and assessment services, and key University services by alternative means, if reasonably possible, although the manner of delivery may need to change. Examples of possible changes under this paragraph are in the Changes to Courses policy [for undergraduates](#) and [for graduates](#).
48. Subject to paragraph 47, 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, 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 (such as travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

### **Other Changes**

49. Other changes to facilities, premises or services which do not concern course provision, and 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**

50. 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 risk 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 teaching and services. More information is available in the [Student Protection Plan](#). This paragraph is not intended to restrict any legal rights where doing so would be unlawful (e.g. under consumer law).

### **Intellectual Property**

51. 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**

52. 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. In addition, each college will have its own privacy notice.

### **Complaints Procedure**

53. If you have a complaint you should follow the [Department for Continuing Education's Complaints and Academic Appeals policy](#). You will then have a right to complain to the Proctors' Office and subsequently to the Office of the Independent Adjudicator.

### **Termination**

54. Your contract with the University will end when your student membership of the University ends (as defined in [Statute II](#)). In particular, student membership will end:
- 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 are found not to have the academic qualifications required for admission;
  - c. 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
  - d. if you cease to be a member of your college.
55. Your contract with the University may also end if you are found to be in breach of paragraph 7 or 8 above.
56. 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 51 above;
  - b. terms relating to personal data as described at paragraph 52 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**

57. 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.