

THE UNIVERSITY OF OXFORD
CONTINUING EDUCATION
TERMS AND CONDITIONS FOR NON-MATRICULATED STUDENTS¹



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;
 - iii. the Course Information Sheet;
 - iv. the offer letter from your department; and
 - b. The University's Statutes and Regulations, and rules and policies made under them (see paragraphs 8 to 12 below).
3. Your formal offer of a place at the University is set out in the offer letter from your department (the "Offer"). By accepting your Offer you enter into your contract with the University.

Conditions of your Contract with the University

4. Your contract with the University is likely to be subject to academic and/or financial conditions set out in your Offer or accompanying documents and to a condition that you disclose any relevant unspent criminal convictions.
5. It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (ie does not omit information you have been asked to provide).
6. 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

¹ These Terms and Conditions are for students studying for a University award included in the Examination Regulations who are not members of a college. Department of Continuing Education short courses that do not lead to such a qualification have different terms and conditions – see <https://www.conted.ox.ac.uk/about/terms-and-conditions>.

- 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 Non-Matriculated Student

7. As a non-matriculated student you will not be a member of one of the University's constituent colleges, societies or permanent private halls. If you are studying for a University award included in the Examination Regulations then you will be entitled to be a member of the Oxford University Student Union ("Oxford SU"). If you are not studying for such an award there is no automatic entitlement to membership of the Oxford SU although you will usually be able to be an associate member at the Oxford SU's discretion.

University Statutes, Regulations and Policies

8. By accepting your Offer you agree to comply with the University's Statutes and Regulations as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them. 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 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.
9. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
10. You must also comply with Continuing Education's Policies and Guidelines, which are available at the link [Policies and Guidance](#).
11. 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.
12. 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

13. 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 University deadlines and attending tutorials, classes and lectures;
- c. to comply with any measures or instructions given by the University to reduce risk of transmission of any illness or infection and behave in accordance with any HSI (eg, wearing a face-mask, using hand sanitiser or following distancing procedures, if required). You must also immediately declare to the department if you have any serious and easily transmissible infectious illness (and 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. For academic issues please contact your supervisor or department in the first instance. A wide range of support is available from your department, central University services and fellow students. Further details of who to contact are set out in section 3 of the Student Handbook and will be provided in your Course Handbook;
- e. to follow good academic practice, including following the University's policies and guidance on conduct during examinations, plagiarism, academic integrity in research and conflicts of interest. More information is available at sections 7.2, 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. 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 Requirements

14. 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.

Fees and Payment

15. Details of the fees and charges you will have to pay the University are set out in your Course Information Sheet and in your Offer.
16. 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](#).
17. In deciding the annual level of increase, the University will take into account a range of factors, including rises in the costs of delivering the programme, and changes in government funding. The increase will not exceed 6% each year, or the Consumer Price Index (CPI) if higher.
18. The fees that you will need to pay in any one academic year will usually be published before the first application deadline for the programme concerned. Normally this will be during September of the previous year (ie the academic year before your course starts).
19. 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 in 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 Swiss Citizens' Rights Agreement respectively. All students who are ineligible for home fee status will pay course fees at the overseas rate.
20. 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.
21. 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 during September of the previous year.

22. Depending on the administrative arrangements for your course, your course fees may be payable either:
 - a. as an annual fee to the University of Oxford Department for Continuing Education; or
 - b. as an annual fee together with fees for individual modules to the University of Oxford Department for Continuing Education.
23. 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.
24. For other courses, the University will usually invoice you directly for your fees and you must 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.
25. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of University membership
26. 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

27. If you are a full-time student, you will normally find it more convenient to live in Oxford during your course and must ensure that you have sufficient funding to meet your normal living costs such as food, accommodation, and personal items.
28. If you live in University accommodation this will be subject to a separate agreement.
29. 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.
30. 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

31. 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 33 to 37 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 38 and 39 will apply.
32. 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

33. 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.
34. The University will not make very substantial changes to courses (for example, a change to the course title, significant restructuring, substantial change in course content, or the introduction of a progression hurdle) which would impact on you once you have started your course. In exceptional circumstances it may be necessary for the University to make such a change after you have accepted your 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 the 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 because of academic changes within subject areas, or as a result of low student numbers on a course.
35. Other changes could be made to course content, delivery and teaching provision because of developments in the relevant subject, enhancements in teaching or assessment practice, requirements of external accreditation processes, changes in staffing, resource constraints or changes in the availability of facilities. Such changes will take account of the reasonable expectations of prospective and current students.
36. Once you have accepted your Offer, you will be notified of any material change made before you start your course (as compared to the description in your Course Information Sheet and the information given to you at the time of your Offer) and you will be offered the opportunity to withdraw from the course.
37. Once you have started your course, you will be consulted about any proposed material course change (except changes which are solely for students' benefit) which would affect the part of the course which you have already started studying.

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

38. 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](#).

39. Subject to paragraph 38, 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

40. 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

41. The University will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you, 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 (eg under consumer law).

Intellectual Property

42. The University's position regarding ownership of Intellectual Property in students' work is set out in Statute XVI and is summarised in section 8 of the Student Handbook.

Personal Data

43. The University will collect and use information about you in accordance with the principles set out in the University's [Student Privacy Policy](#). This includes ensuring that your data will only be used in a way which is fair, lawful and secure.

Complaints Procedure

44. If you have a complaint you should follow 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

45. Your contract with the University will end in the following circumstances:

- a. when you finish your course, fail to pass a progression hurdle, or if you withdraw and so cease to be a registered student;
 - b. if you cease to be a registered student as a result of a University procedure such as the disciplinary procedure (ie expulsion), the fitness to study procedure, the fitness to practise procedure, or the academic removal from the register procedure;
or
 - c. if you are found to be in breach of paragraph 4 or 5 above.
46. The following terms will survive termination of your contract with the University for any reason:
- a. terms relating to intellectual property as described at paragraph 42 above;
 - b. terms relating to personal data as described at paragraph 43 above; and
 - c. terms relating to University procedures to the extent that they relate to events that occurred prior to termination including the complaints procedure, the disciplinary procedure, the harassment procedure and/or the academic integrity in research procedure

Jurisdiction

47. Your contract with the University and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.