

# Terms and Conditions for Students of Summer Programmes



## 1 Formation of the Agreement

- 1.1 These terms and conditions apply between **Lady Margaret Hall (LMH)**, Norham Gardens, Oxford, OX2 6QA, registered charity number 1142759, and each student who has been accepted and enrolled into one of the LMH Summer Programmes (hereafter the **Student**).
- 1.2 These terms and conditions shall apply to the College's provision of short summer programmes and any other services that the College may supply to the Student enrolled on the programme.
- 1.3 The Student accepts that this Agreement will govern relations between the College and the Student in respect of the services, to the exclusion of all other terms, conditions, warranties, guarantees, stipulations and representations, whether written or oral and express or implied (including any terms or conditions which the Student purports to apply under any memorandum of understanding, booking form, purchase order, confirmation order or other document).
- 1.4 No Agreement shall exist or be deemed to be formed between the College and the Student until this Agreement has been signed personally by the Student and the College has accepted the Student into the programme and received the full payment due to the College
- 1.5 The College may from time to time change these terms and conditions without notice to the Student.
- 1.6 The headings in these terms and conditions are for ease of reference only and do not affect their interpretation or construction.

## 2 Student Information

- 2.1 The Student warrants and represents that all information submitted by the Student to the College in connection with or relating to the services (including, without limitation) is accurate and correct, and the Student agrees to promptly provide the College with any and all necessary information, co-operation and assistance as it may reasonably require in order to perform its obligations under this Agreement.

## 3 Programme Charges

- 3.1 By signing this Agreement, the Student agrees to pay to the College the fee for the programme as notified to the Student in their acceptance letter, such amount to reach the LMH account in cleared funds no later than **14 working days after the date the Student has received the acceptance email**.
- T&C3.2 Non-payment on or before the due date (time being of the essence) shall entitle the College, without prejudice to any other rights that the College may have, to suspend or cancel the provision of the Services.
- 3.3 The Student shall make all payments due to the College under the Agreement without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise.

## 4 Programme Charge Refunds and Cancellation Policy

- 4.1 The Student may cancel his/her enrolment by giving notice in writing by **30 June 2020**. Any fees paid, with the exception of the non-refundable application fee of **£1000**, will be returned to the Student. Participants who cancel their participation of the course after **1 July 2020** are liable for the following fees (Note: The dates mentioned here are all inclusive).
  - Between **1 July 2020** and **17 July 2020**: 50% of the programme fee
  - After **18 July 2020**: 100% of the programme fee

- 4.2 The College may cancel the Agreement with the Student for providing the programme by giving notice in writing at any time before the programme is due to start. In such as circumstances, the College's liability is limited to a refund of any programme fee already paid, including the non-refundable application fee of £1000. The College will not accept liability for any costs or losses incurred by the Student which is claimed to have arisen through cancellation of the programme, other than the programme fee. The Student is advised to take out insurance against cancellation of the programme if his/her travel costs are likely to be substantial.
- 4.3 In the event that the College is unable to carry out the programme due to force majeure or public emergencies (see Clause 11), the College shall deduct the actual costs incurred from the amount that the Student has paid, and return the remaining balance to the Student.

## **5 Change to the Programme**

- 5.1 The College will seek to deliver the course in accordance with the description set out in the course material already provided to the Student. However, there may be situations in which it is desirable or necessary for the College to make changes in programme provision, either before or after enrolment. The College therefore reserves the right to: (1) make reasonable changes to the timetable, location or academic staff specified for the programme; and (2) make reasonable changes to the content and syllabus of the programme when necessary.

## **6 General Rules and Regulations of the Programme**

The Student must abide by the laws and regulations of the United Kingdom, Oxford City and Oxfordshire County, and statutes, rules and regulations of the University of Oxford and LMH.

The Student must also abide by the rules and regulations of the summer programme(s). To qualify for the Certificate of Completion or Attendance at the end of the programme(s), the Student needs to attend all the lectures, workshops and visits arranged by the programme(s) and complete the project, except for the Student who is prevented from attending any lecture, workshop or visit due to special circumstances, such as illnesses or other reasonable and legitimate excuses. LMH takes attendance seriously. The Student who is unable to attend a particular lecture, workshop, visit or event arranged by the programme(s) due to reasonable and legitimate excuses must apply for permission for leave of absence in advance. LMH reserves the right not to grant the Certificate of Completion or Attendance if the Student fails to attend lectures, workshops, visits and events arranged by the programme(s) without applying for and being granted permission for leave of absence in advance.

The Student is also expected to respect and co-operate with the teaching faculty, management personnel, fellow participants and the University of Oxford and LMH staff during the entire programme. LMH reserves the right to dismiss the Student for disrupting the programme with disrespectful and irresponsible behaviour.

The Student from overseas who needs visas to enter the UK is normally expected to arrive in the UK on the starting of the programme(s) and leave the UK on the ending date of the programme(s). The Student involved in this category of visa who would like to arrive in the UK earlier than the starting date of the programme or leave the UK after the ending date of the programme(s) needs to inform and discuss with the Course Director in advance. Normally an additional agreement needs to be signed. LMH will not be held responsible for any illegal overstay in the UK by the Student and will report such case if arising to the UK Immigration and Visa authorities.

## **7 Insurance**

- 7.1 LMH does not hold insurance to cover the Student against doctor's fees, hospital or drug expenses or loss of baggage, loss of money or damage to property by the Student. The Student is expected to take out full or comprehensive travel insurance to cover these risks and to ensure that he/she is repatriated in the event of

serious accidents, illness or death. The Student is required to send to LMH via email proof of international travel insurance they purchase for his/her UK trip one week prior to the commencement of the programme at the latest. For the Student from overseas who fails to send proof of international travel insurance, LMH reserves the right to refuse their admission in the programme(s) without any refund.

- 7.2 For the avoidance of doubt, the College accepts no liability for loss or damage to student property and shall not provide any insurance cover whatsoever to the student, save to the extent that they may be covered under the College's third party liability insurance.

## **8 Accommodation and Student Status**

- 8.1 The student enrolled on the programme will be provided with student accommodation equivalent to that enjoyed by Lady Margaret Hall students for the duration of their attendance of the programme. For the avoidance of any doubt, the Student shall not, by virtue of their attendance of the programme, acquire any right, title or interest in the student accommodation provided or any other premises or property of the College.

## **9 Limitations of liability**

- 9.1 The College will use all reasonable endeavours to assist the Student in resolving problems that he/she may encounter whilst in Oxford during their attendance of the programme. This includes helping them to access private medical care where available. However the College excludes all and any liability in respect of any services or goods offered or provided by any third part(y)(ies) to the student.
- 9.2 The Student must have all necessary visas, permissions and consents required for their stay in the United Kingdom and attendance of the programme.
- 9.3 The warranties and undertakings given by the College in these terms and conditions are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result, are excluded.
- 9.4 The following provisions set out the entire financial liability of the College (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Student:
- a) any breach of this Agreement; and
  - b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 9.5 Nothing in these terms and conditions excludes or limits the liability of the College:
- a) for death or personal injury caused by the College's negligence; or
  - b) for any matter which it would be illegal for the College to exclude or attempt to exclude its liability; or
  - c) for fraud or fraudulent misrepresentation.
- 9.6 Subject to clause 7.5:
- a) the College's total liability in, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the Agreement shall be limited to the Programme Fees; and
  - b) the College shall not be liable to the Student (and/or any Delegate) for loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover the College will not be liable for any indirect loss or damage suffered by the Student.
- 9.7 The Student agrees to indemnify the College and hold the College harmless from and against all losses, liabilities,

damages, costs and expenses (including legal fees and costs) suffered or incurred in connection with any claims, demands, actions or other proceedings made or brought by any third party arising from the acts or omissions of the student, the Student's negligence or the Student's breach of this Agreement.

## **10 Data Protection**

- 10.1 The College shall take all reasonable care to ensure that the College complies with its obligations under the EU's General Data Protection Regulation (GDPR), to the extent applicable.
- 10.2 The College shall only use personal data provided by the Student for the purpose of providing the Services.

## **11 Force Majeure**

- 11.1 The College reserves the right to defer the Start Date or to cancel the Event if it is prevented from or delayed in providing the Services and/or carrying on its business due to circumstances beyond the reasonable control of the College including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable staff and/or materials.

## **12 Severability**

- 10.1 If any provision of these terms and conditions (or part of any provision) is judged by any court or other body of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions and the remainder of the illegal, invalid or unenforceable provision shall remain in full force and effect.

## **13 Third Party Rights**

- 13.1 Nothing in these terms and conditions is intended to confer a benefit on, or to be enforceable by, any person who is not a party to them.

## **14 Entire Agreement**

- 14.1 This Agreement constitutes the entire agreement between the College and the Student in relation to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the College and the Student relating to that subject matter.

## **15 Governing Law and Jurisdiction**

Your agreement with LMH 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.

I have read and understand these terms and conditions and agreed to them and personally signed this form.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Lady Margaret Hall  
Norham Gardens, Oxford, Oxfordshire, OX2 6QA, U.K.  
Registered Charity No:1142759