



## International College Courses - Terms and Conditions

### 1 Introduction

- 1.1 **Terms and conditions:** These terms and conditions together with the offer and /or confirmation letter as applicable form the basis of a legally binding contract between the Student and the College for the provision of educational services.
- 1.2 **Documents referred to:** Before accepting the offer of a place, the Student has had an opportunity to see any of the documents referred to in these Terms and Conditions.

### 2 Terminology

- 2.1 **The Booking Date:** means the date on which the Registration Fee is paid.
- 2.2 **The College or We or Us:** means St Clare's, Oxford as now or in the future constituted (and any successor). The College is constituted as a charitable company limited by guarantee.
- 2.3 **The Course:** means as applicable the University Foundation Course, the Liberal Arts Course the English Language Course or any other course offered to adults by the College.
- 2.4 **The Director of Studies:** means the person appointed by the College as Director of Studies of the relevant Course.
- 2.5 **The Course Fees:** means the Course Fees as shown on the College website.
- 2.6 **The Deposit:** means the Deposit payable by the Student when accepting the offer of a place on the Course. The amount payable is as specified on the online application documentation for the Course concerned.
- 2.7 **The Principal:** means the Principal of the College. The Principal is responsible for the day-to-day running of the College. The expression Principal also refers to any person to whom the responsibilities of the Principal have been delegated.
- 2.8 **The Registration Fee:** means the registration fee payable to be considered for certain Courses. The amount payable is as specified on the online application documentation for the Course.
- 2.9 **The Student:** means the person named on the Registration/Application Form.
- 2.10 **The Term/Semester:** means the period between and including the first and last days of the relevant College term or semester.

### 3 Admission and entry to the College

- 3.1 **Application and admission:** Applicants will be considered as candidates for admission and entry to the College when the Registration/Application Form has been completed and returned to and (where applicable) the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Student satisfying the admission requirements for the Course at the relevant time. **Admission** occurs when the offer of a

place is accepted (for courses where offers of places are made). **Entry** occurs on the date when the Student attends the College for the first time under these terms and conditions.

- 3.2 **Equality:** The College welcomes staff and students from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. We will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3 **Offer of a place and deposit:** Where the Course requires, the Deposit as shown on the application documentation for the Course will be payable within the time limits stated on the Course application documentation.
- 3.4 **Immigration:** It shall be the Students' responsibility at all times to ensure that they have the appropriate immigration permission to reside in the United Kingdom and to study at this College. If the Student is not given the appropriate immigration permission any Deposit and /or Course Fees paid will only be refunded if:
- 3.4.1 documentary evidence of the refusal by the UK Visas and Immigration (UKVI) is sent to the College; and
  - 3.4.2 the reason for the refusal is not because of any failure to comply with the UKVI visa application requirements.

#### **4 Fees**

- 4.1 **Course Fees:** may include alone or in combination any of the Registration Fee, Deposit, Tuition Fees, Accommodation Fees, Meal Package Fees or damage where the Student alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred.
- 4.2 **Payment of the Course Fees:** Following Admission of the Student the College shall issue an invoice specifying the amount of Course Fees and the date before which they are to be paid. Subject to clause 4.3 below the Student agrees to pay the Course Fees in full at least three weeks before Entry or the start of the Term/Semester. The exception to this is where the Booking Date is within 3 weeks of the start of the Course. In such cases the Course Fees will become immediately payable in full by the Student.
- 4.3 **Payment of fees by a third party:** Where a student is aged 18 or older, an agreement with a third party (such as an agent or the Student's parents or grandparents) to pay the Fees or any other sum due to the College does not release the Student from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.
- 4.4 **Refund or waiver:** Course Fees will not be refunded or waived if:
- 4.4.1 the Student is absent through illness; or
  - 4.4.2 a Term is shortened or a vacation extended; or
  - 4.4.3 the College is temporarily closed due to adverse weather conditions; or

- 4.4.4 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship; or
- 4.4.5 there is no legal liability under a court order or under the provisions of this agreement to make a refund.

refunds will be made only to the person who made the original booking and remitted only to the country from which the original payment was made.

See section 7 for information about the refund of Deposit and Course Fees. See also Section 8 for information about events beyond the control of the parties.

- 4.5 **Exclusion for non-payment:** The College reserves the right to exclude the Student on three days' written notice if Course Fees are overdue for payment. The College may withhold any information, character references or property while Course Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.
- 4.6 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only.
- 4.7 **Anti-money laundering:** The College may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees. The College cannot accept payments in cash in excess of £250.

## 5 Educational matters and pastoral care

- 5.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each student. We will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that they will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the relevant Director of Studies, is most appropriate to the course as a whole. We will endeavour to inform the Student of changes and the reasons for them as soon as practicable. If the Student has specific requirements or concerns about any aspect of their education or progress they should contact their teacher, or the relevant Course Director, as soon as possible.
- 5.3 **Reports and references:** Information supplied to the Student and others concerning the progress and character of the Student, and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 5.4 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a student or any educational issue or other matter connected to the College must be notified to the Director of Studies as soon as practicable in accordance with the International College [Complaints Procedure](#).
- 5.5 **Ethos:** The ethos of the College is to foster good relationships between students and between members of staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Student and we expect the same of the Student in relation to the College or its staff.

- 5.6 **Disclosures:** The Student must, as soon as possible, disclose to the Course Director or the Accommodation and Welfare Officer in confidence:
- 5.6.1 any known medical condition, health problem or allergy affecting them;
  - 5.6.2 any disability, special educational need or learning difficulty affecting them.
- 5.7 **Medical care:** The Student must comply with the College Nurse's recommendations which may include a reasonable decision to send them home when they are unwell.
- 5.8 **Medical examination:** The College reserves the right to require the Student to provide a medical practitioner's note confirming that they are fit to attend the course at the College. This requirement is for the Student's safety. Failure to provide such a note will be a serious breach of discipline that could result in the dismissal of the Student from the course.
- 5.9 **Confidentiality:** The Student authorises the Principal to override their rights to confidentiality, and to impart confidential information on a "*need to know*" basis where necessary to safeguard the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College or to inform members of staff about the Student's particular needs.
- 5.10 **Student's personal property:** The Student is responsible for the security and safe use of all their personal property including money, mobile phones or devices, watches, computers, and for property lent to them by the College.
- 5.11 **Insurance:** The College maintains those insurances as required by law together with fee (where applicable) and travel insurances the cost of which are included in the Course Fees.. Details of the **fees and travel insurance cover** can be found on the College's webpages for the International College. Students will be required to complete claim forms and provide supporting documentation in the event of a claim under the fees and travel policies.
- 5.12 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Student or for loss or damage to property.

## 6 Behaviour and discipline

- 6.1 **College regime:** The Student accepts that the College will be run in accordance with the authorities delegated by the Governors to the Principal. The Principal is entitled to exercise a wide discretion in relation to the **College's policies**, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is at issue.
- 6.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Student will take a full part in the activities of the College, will attend all classes, will be punctual, will work hard and will behave in accordance with the **Student Code of Conduct** and **College policies**. The College may also be required to report non-attendance to UK Visas and Immigration (UKVI).
- 6.3 **Policies and Regulations:** The policies and regulations for International College courses are available from the College. They include the College's current **Student Code of Conduct**. The Student is requested to read the **policies and regulations** carefully before accepting the offer of a place.

- 6.4 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and all reasonable care will be taken to protect the Student's human rights and freedoms. Investigation of a complaint which could lead to the dismissal of the Student from the course shall be carried out in a fair and unbiased manner.
- 6.5 **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Student or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.
- 6.6 **Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected.
- 6.7 **Disciplinary policy:** The College's current disciplinary policy is available to the Student in the **Student Code of Conduct**. The policy may undergo reasonable change from time to time but will not authorise any form of unlawful activity. The College operates a system of warnings which can lead to dismissal from the course.
- 6.8 **Dismissal:** The Student may be formally dismissed from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence, or has received the maximum number of warnings, as set out in the College's Disciplinary and Exclusions Policy. The Principal's decision to dismiss a Student shall be subject to a Review Hearing if requested by the Student. The Student will be given a copy of the Review procedure current at the time. The Student shall not be permitted to attend the College pending the outcome of the Review.
- 6.9 **Fees after dismissal:** If the Student is dismissed from the College, there will be no refund of the Deposit or of Course Fees.

## **7 Cancellation, withdrawal and termination**

- 7.1 **Cancellation:** means the cancellation of a place at the College which has been accepted by the Student and which occurs before they enter the College or where they do not enter the College. Please see clause 3.1 for details of when Entry to the College occurs. If the College has engaged the services of additional staff to teach the Student, the Student may be liable on cancellation to pay a proportion of the cost of such engagement. The College reserves the right to set off the Deposit against such costs.
- 7.2 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without the Student meeting face to face with a member of the College staff during the contractual process they may cancel this agreement at any time within 14 days of the date of the Booking Date. In such circumstances the Deposit will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.
- 7.3 **Deposit and Course Fees on Cancellation:** Other than as provided for in clauses 4.4 and 7.2:
- 7.3.1 if notice of cancellation is received 3 weeks or less before the Course start date there will be no refund of the Deposit or the Course Fees.
- 7.3.2 if notice of cancellation is received by the College 8 weeks or less before the Course start date there will be no refund of the Deposit paid.

7.3.3 if notice of cancellation is received more than 8 weeks before the Course start date the Deposit will be refunded less an administration charge of £100.

Cases of serious illness or genuine hardship may receive special consideration on written request if they are not otherwise covered by the fees and travel insurances.

7.4 **Withdrawal:** means the withdrawal of the Student from the Course at any time after Entry to the College. Please see clause 3.1 for details of when Entry to the College occurs.

7.5 **Withdrawal by the Student:** If the Student withdraws from the Course there shall be no refund of Course Fees. Cases of serious illness or genuine hardship may receive special consideration on written request.

7.6 **Change or cancellation of accommodation or meal arrangements:** A student wishing to change accommodation, cancel meals, or move out of St. Clare's accommodation must give four weeks' written notice. A charge is made for changes or cancellations made without giving the required notice period.

7.7 **Termination by the College:** The College reserves the right to terminate this agreement immediately if:

7.7.1 The Student is in breach of the **Student Code of Conduct** for which the appropriate sanction is to require them to leave the College; or

7.7.2 Following consultation, and in the professional opinion of the Director of Studies, the Student's progress or attendance is not of the standard required to continue the Course; or

7.7.3 Course Fees have not been paid by the required date.

The College will act reasonably and with procedural fairness before terminating this agreement.

## **8 Events beyond the control of the parties**

8.1 **Force majeure:** An event beyond the reasonable control of the parties to this agreement is a **Force Majeure Event** and shall include such events as a, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

8.2 **Notification:** If either party to this agreement is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

8.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.

8.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

## 9 Data Protection

### 9.1 How We may use Personal Information: References, Confidentiality and Data Protection

9.1.1 **We may provide a reference for the Student.** We may supply information and a reference in respect of the Student to any educational institution which You propose the Student may attend. Any reference supplied by Us will be confidential. We will take care to ensure that all information that is supplied relating to the Student is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, We cannot be responsible for any loss You or the Student is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

9.1.2 **We will need to use information relating to the Student, and to You, for certain purposes connected with the running of the College.** This will include name, contact details, College records, photographs and video recordings, both whilst the Student is at the College and after he/she has left, for the purposes of:

- (i) managing relationships between the College and current students/parents and fulfilling our obligations under the contract with You;
- (ii) promoting the College to prospective students/parents;
- (iii) publicising the College's activities; and
- (iv) communicating with the College community and the body of alumni.

In respect of (ii), (iii) and (iv), this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's websites and (where appropriate) the College's social media channels.

9.1.3 **You are required to update us of changes to information held, or in circumstances relating to You and/or the Student.** You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) You and/or the Student that is held by the College; and
- (ii) inform the College of any change to Your or the Student's circumstances (including, where applicable, in connection with the Student's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) You or the Student that has previously been notified to the College, including relevant contact details.

9.1.4 **As Tier 4 sponsor We need Your consent to us providing certain information to UKVI.** In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, You consent to us notifying and/or supplying information relating to You and/or the Student's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether We actually sponsor the Student or not).

9.1.5 **We will send information (such as College reports) about the Student to both of You as a matter of course.** You agree that those persons who have parental responsibility for the Student are entitled to receive certain information about the

Student from the College (including College reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).

9.1.6 **Data Protection Law.** The College will process personal data about You and the Student in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- (i) as set out in this Clause 9, and in the College's *Privacy Notice*' which is available on the College's websites] as may be amended from time to time;
- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes

## 10 General contractual matters

10.1 **Change:** The College, like any other organisation, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use and in the curriculum and the College Rules and procedures. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned by the College to another party at the discretion of the College.

10.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

10.3 **Consultation:** It is not practicable to consult with the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Student will be consulted and where possible given at least a Term's notice in writing of:

10.3.1 a change of ethos or culture; or

10.3.2 a change in any physical aspect of the College which would have a significant effect on the Student's education; or

10.3.3 a change of ownership of the College.

10.1 **Information for students:** We provide students and prospective students with information about the College, the Course and the educational services we provide in good faith. This information may be contained in the College's prospectus, website or other promotional literature or in statements made by staff or students during a visit or an open day. If the Student wishes to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Director of Studies that the information is accurate before returning a completed acceptance form to the College.



- 10.2 **Third party rights:** Only the College and the Student are parties to this agreement. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- 10.3 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

**Jurisdiction:** This agreement was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**St Clare's, Oxford: a Company Limited by Guarantee**  
**Registered in England No: 01986868**  
**Registered Office: 139 Banbury Road Oxford OX2 7AL**  
**Registered Charity No: 294085**

*Students who will be / are staying in in St Clare's residences must also agree to the following:*

## **Agreement for Residences**

This is an agreement between You and St. Clare's, Oxford while you are living in our accommodation. You must agree to all the conditions before you can move into your room. These conditions include all our rules, policies and procedures. It is important that you read them carefully. Please ask the Accommodation and Welfare Officer if anything is unclear to you.

### **Under this agreement:**

- A. You want St Clare's, Oxford ("We"/ "St Clare's") to provide accommodation and related Services;
- B. St Clare's agrees to provide accommodation and related Services to You on the terms and conditions set out in this Agreement;
- C. This Agreement consists of the following attachments: the Rules for Residences, the Charges for Residences, the Inventory.
- D. This Agreement is issued under Schedule 1 of the Housing Act 1988, which means that a tenancy granted by an education institution is not an 'assured shorthold tenancy', and that lettings to students do not protect the occupier who is studying at the college.

### **IT IS AGREED AS FOLLOWS:**

#### **1. Definitions and Interpretations**

- Booking Period** means the dates stated in Confirmation Letter, which can be changed with St Clare's agreement if You wish to stay for longer.
- Building** means the college house stated in your Confirmation Letter.
- Common Areas** means the areas of the Building that all the Residents can use. These include: the reception area, common room, laundry, bin stores, cycle stores, corridors, lifts and staircases.
- Common Facilities** means the shared kitchen, lounge and corridor areas in the house.
- Contract** means this agreement and related documents (the most recent version of the Confirmation Letter, House Rules, the List of Charges, the Inventory etc).
- Course Director** means the Director of the St Clare's course that You are enrolled on.

<b>Deposit</b>	means a refundable deposit of £500.00 (five hundred pounds) held against non-payment of a legitimate charge (applies only to a Booking Period of more than six weeks).
<b>Services</b>	means the cleaning, house-keeping, maintenance and security detailed on the Student Portal.
<b>Room</b>	means the room or apartment allocated to you on arrival
<b>Parties</b>	means St Clare's and You.
<b>Premises</b>	means the Rooms and Flats and Common Areas in the Building that St Clare's allows the Residents to use.
<b>Resident(s)</b>	means You and all the other registered students who are allowed to live in the house.
<b>Student Portal</b>	means the pages on the St Clare's website which relate to Your course.

## **2. Duration of Contract**

We will i) allow You to use the Premises and ii) provide the Services during the Booking Period if You make the payments set out in this agreement and You comply with all its terms.

## **3. Previous Communication**

This Contract is the entire agreement and replaces all previous agreements for accommodation between You and St Clare's.

## **4. Instructions and Approvals**

There can be no changes to the terms of this contract unless they have been agreed in writing between You and St Clare's.

## **5. Responsibility**

5.1 You must comply with the St Clare's House Rules and Regulations.

5.2 You must make sure that the Premises are kept and returned to St Clare's in good condition together with all of the items listed in the Inventory on your arrival. You are responsible for any damage caused to the Premises or the Building by You or the Residents either solely or jointly. You must pay us promptly for the cost of repair or replacement. However, You are not responsible for fair wear and tear caused by normal use of the Premises.

5.2 You are responsible for your own property. We do not accept responsibility or liability for any loss of, or damage to, any property brought onto the Premises by You or by any other person, except in the case of negligence or an act or omission by St Clare's or its agents.

## **6. Arrivals & Departures**

6.1 You may use the Premises from 14:00 on the first day of the Booking Period, subject to clauses 16, 17 and 18.

6.2 You must vacate the Premises by 10:00 on the final day of the Booking Period.

## **7. Occupation of the Premises and Allocation of Rooms**

7.1 Only You and other Residents may use the Premises. You must never give your Premises keys/fobs/swipe cards to anyone else.

7.2 The allocation of accommodation is the responsibility of St. Clare's. This does not give You exclusive possession of the Room. We have the right to re-allocate rooms or change rooms at any time. We will give You reasonable notice of this unless there is an emergency, in which case we may need to move you immediately.

7.3 If You wish to move rooms You may be able to do so after a reasonable period in residence. This is at the absolute discretion of St Clare's and is subject to availability of an alternative room. The Course Director has the final decision.

7.4 If You move to a different type of room You must pay the new accommodation fee. You will not be allowed to change rooms if You have any unpaid fees or charges.

7.5 If you are allocated a twin room We have the right to decide who shares it with You.

## **8. Conduct**

8.1 You agree:

- to comply with the Rules for Residences and with all other St Clare's policies and procedures at all times. We have the right to amend Our policies and procedures at any time.
- to observe fire regulations as instructed by St Clare's and as displayed in the Building;
- to comply with all reasonable requirements of St Clare's staff.

8.2 We have the right

- to demand the immediate departure of any Resident or visitor who does not comply with Our policies and procedures.
- to access the Premises at any time and for any purpose.
- on giving You 24 hours' notice, to enter the Room for inspection and/or maintenance at any time (except in an emergency when We are allowed to access the Room at any time) but We will try to make sure that any inspection or maintenance works causes as little disruption as is reasonably possible.
- to amend Our policies and procedures (including the Rules for Residences) at any time. These can be found on the Student Portal.

## **9. St Clare's Obligations**

Subject to clause 10 We agree to use reasonable endeavours to:

- 9.1 give You uninterrupted use of the Premises during the Booking Period except when we need access to perform Our obligations in this Contract;
- 9.2 keep in good clean condition the Premises, the outside of the Building, the structure of the Building, water, sewerage and drainage systems, telephone lines, broadband and internet connectivity, and gas, electrical and heating appliances in the Building;
- 9.3 have adequate insurance cover in place to make sure We can meet Our obligations under this agreement (including buildings insurance and public liability insurance);
- 9.4 make sure You are given clear and appropriate instructions for any equipment which You need to operate in the Residence;
- 9.5 provide information to You on how to make a complaint about matters relating to the Accommodation (details of the complaints procedure can be found on the St Clare's student portal).
- 9.6 provide You with information on:
  - what You should do if there is an emergency;
  - fire, health and safety matters;
  - how to get into the Accommodation if You lose Your keys;
  - cleaning schedules and Your responsibilities for cleaning;
  - contact details for people who can help with problems, including the Accommodation and Welfare Officer and out-of-hours emergency contact details.
- 9.7 make sure that all staff entering the Room and Residence are clearly identified and carry appropriate identification;
- 9.8 not to disclose personal information about You except as allowed by these terms and conditions or where there is serious risk of harm to You, to others, or to Our or another person's property;
- 9.9 provide the Services set out on the Student Portal.

## **10. Termination**

- 10.1 This Contract may be terminated by either You or the College by notice in writing if:
  - We breach our obligations under the agreement; or
  - We at any time enter into liquidation or administration or make any composition or arrangement with or for the benefit of their creditors, make any conveyance or

assignment of the benefit of their creditors or if any order is made for or a resolution is passed for the winding up of the Receiving Party.

- 10.2 You may terminate this Contract under clause 10.1 if you provide written notice explaining the details of the breach of contract and allow a further period of 30 days for Us to put the breach right.
- 10.3 St Clare's may terminate this Contract by serving notice on You if you fail to pay any amount due under this Contract to Us within 10 working days of the due date.
- 10.4 Neither the College nor You may terminate this Contract under clause 10.1 if arbitration is pending under Clause 12 .
- 10.5 In the event of termination of this Contract in accordance with clauses 10.1 or 10.3:
- You must vacate the Premises
  - We will write to You detailing all payments due to under this Contract.
  - Both the College and You have the right to demand payment for any other breaches which happened before the end of the contract after the termination date.

## **11. Force Majeure**

- 11.1 This Agreement may be delayed, hindered or prevented by a *force majeure*. This includes war, civil commotion, fire, flood, action by any government or any event beyond reasonable control of the party affected. If this happens either You or We must promptly notify the other party in writing explaining the circumstances and explaining what has been done to minimise the effects of the *force majeure* on the other party.
- 11.2 If the *force majeure* continues for more than 7 days the Agreement may be terminated by the party affected.
- 11.3 If the Contract is terminated under this clause all payments due up to and including the date of termination must be paid promptly.

## **12. Settlement of Disputes**

If You and St Clare's are not able to reach agreement on the meaning or interpretation of any terms or other matters arising out of the Contract, the dispute shall be referred to an arbitrator to be agreed between the parties. If this fails, an arbitrator will be nominated by the President of the Law Society of England and Wales on application of either party, and the decision of the arbitrator shall be final and binding on both parties.

## **13. Law**

This Contract is governed in all respects by the laws of England and Wales and the parties agree to submit to the jurisdiction of the Courts of England and Wales.

#### **14. Status of Rights Granted to St Clare's**

Nothing in this Contract grants You exclusive or any other rights of possession of the Property. It does not create for You any tenancy agreement, lease or security of tenure.

#### **15. Variations**

The Services may be varied by written agreement of both St Clare's and You.

#### **16. Damage and Deposit**

- 16.1 You must pay the Deposit to St Clare's not less than three weeks before the start of the Booking Period.
- 16.2 If You cause damage to Your Room or the Premises you will be charged for the repair or replacement as detailed in the List of Charges. The costs will be in accordance with the St Clare's Standing Charges List.
- 16.3 If it is not clear who caused the damage, a charge will be made to all Residents, and divided equally.
- 16.4 We will send You a list of any damage caused to Rooms together with an invoice for the cost of replacement or repair no later than ten working days of You vacating the Room during or at the end of the Booking Period.
- 16.5 You must pay any costs for damages within 10 days of receiving the invoice. If you do not, We will take the cost from the Deposit.

#### **17. Payments**

- 17.1 You must pay St Clare's the amount specified in the Invoice.
- 17.2 You must make this payment (in 17.1) at least three weeks before you occupy the room.
- 17.3 All payments to St Clare's must be made in Pounds Sterling by direct transfer to the bank account We specify in writing. We must receive the full invoiced value of the fees, deposit and charges without the deduction of bank or other charges.

#### **18. Legislation**

- 18.1 We will make sure that the Premises comply in all respects with any legislation applicable to public and student use and will keep certificates up to date and available to You on reasonable request during the Booking Period subject to You complying with this Contract.
- 18.2 We will make sure that any ongoing testing requirements and monitoring are carried out and compliant with any regulatory requirements.

## **19. Notices**

19.1 Any notices, demands or other communications given under or made in relation to this agreement:

- must be in writing and may be delivered personally or sent by post or email;
- may be given to each person at their registered office or home address (or to any other address as may have been notified to the other parties for this purpose);
- will be deemed to be served:
  - a) if personally delivered, at the time of delivery and, in proving service, it shall be sufficient to produce a receipt for the notice signed by or on behalf of the addressee;
  - b) if by letter, at noon on the working day after such letter was posted (or, in the case of airmail, five working days after such letter was posted) and, in proving service, it shall be sufficient to prove that the letter was properly stamped first class (or airmail), addressed and delivered to the postal authorities;
  - c) if by email, at noon on the working day after such message was sent and, in proving service, it shall be sufficient to produce a computer printout indicating that the message was sent to the recipient's email address.

**St Clare's, Oxford: a Company Limited by Guarantee**  
**Registered in England No: 01986868**  
**Registered Office: 139 Banbury Road Oxford OX2 7AL**  
**Registered Charity No: 294085**