



## Online Courses - Terms and Conditions

### 1 Introduction

- 1.1 **Terms and conditions:** These terms and conditions together with the confirmation letter form the basis of a legally binding contract between the Student and the College for the provision of online 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 full Course 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 English Online course or any other online courses offered 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 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.
- 2.7 **The Student or You:** means the person named on the Booking Form or Parent/Guardian.

### 3 Booking and Fees

- 3.1 Booking can be made online via our website [www.stclares.ac.uk](http://www.stclares.ac.uk). The person making the booking must be at least 18 years old and by paying for the course accepts the terms and conditions. The College states that by paying for a booking You have read the terms and conditions. You are also responsible for the accuracy of your personal details.
- 3.2 **Fees:** Students will submit payment card details for pre-authorisation at the time of booking. Full fees will not be charged from the payment card until the English language placement test has been submitted and we have confirmed a place on the course. The College does not accept deposit or partial payments or instalment payments for online courses. All payments not made with a debit card will be subject to a fee.

Once the booking has been accepted You will receive an invoice. Once that invoice has been generated a contract exists between You and The College and all terms and conditions apply.

- 3.3 Once The College has received payment for the course We will email You joining instructions to allow You to access the course.

3.4 **Refund or waiver:** Course Fees will not be refunded or waived if:

3.4.1 the Student is absent through illness; or

3.4.2 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship; or

3.4.3 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.

#### **4 Educational matters**

4.1 **Provision of education:** The College will do all that is reasonable to provide an online 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 online 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.

4.2 **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 online 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 online education or progress, they should contact their teacher as soon as possible.

4.3 **Reports and references:** Information supplied to the Student and others concerning the progress and character of the Student, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

4.4 **Complaints:** Any question, concern or complaint connected to the College must be notified to the Director of Studies as soon as practicable in accordance with the International College Complaints Procedure.

4.5 **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.

4.6 **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 inform members of staff about the Student's particular needs.

#### **5 Behaviour and discipline**

5.1 **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.

- 5.2 **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.
- 5.3 **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.
- 5.4 **Fees after dismissal:** If the Student is dismissed from the Online course, there will be no refund of the Course Fees.

## 6 Cancellation, withdrawal and termination

- 6.1 **Cancellation:** means the cancellation of an online place with the College which has been accepted by the Student and which occurs before they start the online course or during.
- 6.2 **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 Fees will be refunded pro-rated if the College has provided any educational services under this agreement.
- 6.3 **Course Fees on Cancellation:** Other than as provided for in clauses 3.4 and 6.2: If notice of cancellation is received 2 weeks or less before the Course start date, there will be no refund of Course Fees.
- 6.3.1 Cases of serious illness or genuine hardship may receive special consideration on written request if they are not otherwise covered by the fees insurances.
- 6.4 **Withdrawal:** means the withdrawal of the Student from the Online course at any time after start date.
- 6.5 **Withdrawal by the Student:** If the Student withdraws from the Online course there shall be no refund of Course Fees. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 6.6 **Termination by the College:** The College reserves the right to terminate this agreement immediately if:
- 6.6.1 The Student is in breach of the Student Code of Conduct for which the appropriate sanction is to require them to leave The College's Online presence; or
- 6.6.2 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

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

## 7 Events beyond the control of the parties

- 7.1 **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.

- 7.2 **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 Data Protection

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

8.1.1 **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.

8.1.2 **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 attending an Online course with 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.

8.1.3 **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, or to information about (or relating to) You or the Student that has previously been notified to the College, including relevant contact details.

8.1.4 **We will send information (such as College reports) about the Student, to the Student, Parent or Guardian 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)).

8.1.5 **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

## 9 General contractual matters

9.1 **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. 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.

9.2 **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.

9.3 **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 three weeks' notice in writing of:

9.3.1 a change of ethos or culture; or

9.3.2 a change of ownership of the College.

9.1 **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.

9.2 **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.

9.3 **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**