

IB Teacher Workshop – Terms and Conditions

1 Introduction

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

2 Terminology

- 2.1 **Accommodation:** means accommodation booked through, but not provided by, the College.
- 2.2 **Booking Date:** means the date on which the Fees are paid.
- 2.3 **Cancellation:** means the cancellation of the Delegate's place at the College, and which occurs before Entry. Please see clause 3.1 for details of when Entry to the College occurs.
- 2.4 **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.
- 2.5 **Workshop:** means as applicable, the IB Teacher Workshop offered by the College.
- 2.6 **Delegate or You:** means the person named on the IB Teacher Workshop Application Form.
- 2.7 **Director of the IB Institute:** means the person appointed by the College as Director of the IB Institute for the relevant Workshop.
- 2.8 **Fees:** means the IB Teacher Workshop Fees as shown on the College website. These include tuition, workshop materials, lunch, and dinner as detailed on the College website.
- 2.9 **Fee Payer:** means the Delegate, the person, or other entity responsible for paying the Fees. This will be the person or entity to whom the invoice for Fees is addressed.
- 2.10 **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.
- 2.11 **Withdrawal:** means the withdrawal of the Delegate from the Workshop at any time after Entry. Please see clause 3.1 for more details of when Entry to the College occurs.
- 2.12 **Workshop Leader:** means the person appointed by the College to lead the Workshop.

3 Admission and entry to the Workshop

- 3.1 **Admission:** Admission to the Workshop will be subject to the availability of a place and the Delegate satisfying any admission requirements for the Workshop at the relevant time.

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 Delegates and students who have disabilities, and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants, Delegates, and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.3 **Immigration:** It shall be the Delegate's responsibility at all times to ensure that they have the appropriate immigration permission to visit or reside in the United Kingdom and to study at this College. If the Delegate is not given the appropriate immigration permission, any Fees paid will only be refunded if:

3.3.1 documentary evidence of the refusal by the UK Visas and Immigration (UKVI) is sent to the College; and

3.3.2 the reason for the refusal is not because of any failure to comply with the UKVI visa application requirements.

4 Fees

4.1 **Workshop Fees:** may include alone or in combination any of the Fees or damage where the Delegate 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 Payments of the Workshop Fees:

4.2.1 Following submission of the application form by the Delegate, the College shall issue any invoice to the Fee Payer, specifying the amount of Fees and the date before which they are to be paid. Subject to the clause below, the Fee Payer agrees to pay the Workshop Fees in full at least three weeks before the start of the Workshop. The exception to this is where the Booking Date is within five weeks of the start of the Workshop. In such cases, the Workshop Fees will become immediately payable in full by the Fee Payer.

4.2.2 Fees must be paid in full directly to the College in British Pounds Sterling (£) without deduction of bank or any other charges.

4.3 **Refund or waiver:** Workshop Fees will not be refunded or waived if:

4.3.1 the Delegate is absent through illness; or

4.3.2 the College is temporarily closed due to adverse weather conditions; or

4.3.3 for any reason other than exceptionally and at the sole direction of the Principal, in a case of genuine hardship; or

4.3.4 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 Fee Payer who made the original booking and remitted only to the country from which the original payment was made.

See Section 6 for information about the refund of Fees. See also Section 7 for information about events beyond the control of the parties.

- 4.4 **Exclusion for non-payment:** The College reserves the right to exclude the Delegate if Fees are overdue in payment. The College may withhold any information or property while 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 Delegate.
- 4.5 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only.
- 4.6 **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 Delegate. We will exercise reasonable care and skill in providing educational services for the Delegate. We reserve the right to organise the workshop and its delivery in a way which, in the professional judgement of the Director of the IB Institute, is most appropriate.
- 5.2 **Complaints:** Any question, concern, or complaint about the safety of a Delegate or student or any educational issue or other matter connected to the College must be notified to the Director of the IB Institute as soon as practicable in accordance with the International College Complaints Procedure.
- 5.3 **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 Delegate, and we expect the same of the Delegate in relation to the College or its staff.
- 5.4 **Disclosures:** The Delegate must, as soon as possible, disclose to the Director of the IB Institute, in confidence:
- 5.4.1 any known medical condition, health problem, or allergy affecting them;
 - 5.4.2 any disability, special educational need, or learning difficulty affecting them.
- 5.5 **Confidentiality:** The Delegate 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 Delegate’s welfare or to avert a perceived risk of serious harm to the Delegate or to another person at the College or to inform members of staff about the Delegate’s particular needs.
- 5.6 **Delegate’s personal property:** The Delegate 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.

5.7 **Insurance:**

- 5.7.1 The College maintains those insurances required by law.
- 5.7.2 It is the Delegate's responsibility to ensure that they have adequate travel or other insurance cover for Workshop fees and travel costs should they be forced to withdraw from the Workshop. It is also their responsibility to ensure that they have adequate medical insurance.
- 5.8 **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 Delegate or Fee Payer or for loss or damage to property.

6 **Cancellation, Withdrawal and Termination**

- 6.1 **Delegate's 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 College will refund the Fees paid pro-rated if the College has provided any educational services under this agreement.

- 6.2 **Fees on Cancellation by the Delegate:** Other than as provided for in clauses 4.3 and 6.1:

- 6.2.1 if notice of cancellation is received 3 weeks or less before the Workshop start date there will be no refund of the Fees.
- 6.2.2 if notice of cancellation is received more than 3 weeks before the Workshop start date the Deposit 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.

- 6.3 **Withdrawal by the Delegate:** If the Delegate withdraws from the Workshop there shall be no refund of Workshop Fees.

- 6.4 **Change of Delegate:** It is permissible for a different Delegate to attend the Workshop, providing all of the Terms and Conditions are met.

6.5 **Cancellation by the College:**

- 6.5.1 The College reserves the right to cancel any Workshop up to 3 weeks before the Workshop commencement date due to insufficient enrolment numbers and at any time thereafter if the Workshop Leader becomes unavailable for whatever reason. In these circumstances, a full refund of Fees alone will be made to the Fee Payer.
- 6.5.2 In the event of Cancellation by the College, we will not be liable for any travel accommodation or other incidental costs incurred by the Delegate or Fee Payer.

6.6 **Termination by the College:** The College reserves the right to terminate this agreement immediately if the Fees have not been paid in full by the required date. The College will act reasonably and with procedural fairness before terminating this agreement.

7 Events Beyond 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.

7.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 7.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.

7.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 7.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

8 Data Protection

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

8.1.1 **We will need to use information relating to the Delegate, and to the Fee Payer, 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 Delegate is at the College and after he/she has left, for the purposes of:

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

8.1.2 **You are required to update us of changes to information held, or in circumstances relating to You.** You must:

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

8.1.3 **We may need Your consent to us providing certain information to UKVI.** In order to comply with our responsibilities as a licensed sponsor of the Home Office's points-based system for immigration purposes, You consent to us notifying and/or supplying information relating to Your 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 You or not).

8.1.4 **Data Protection Law.** The College will process personal data about You and the Delegate in accordance with the Data Protection Act 2018 (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, 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 a 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 Delegate over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Delegate will be consulted and where possible given at least a month's notice in writing of:

9.3.1 a change of ethos or culture, or

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

9.3.3 a change of ownership of the College.

9.4 **Information for Delegates:** We provide Delegates and prospective Delegates with information about the College, the Workshop, 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 Delegate 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 the IB Institute that the information is accurate before returning a completed acceptance form to the College.

9.5 **Third party rights:** Only the College and the Delegate 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.

9.6 **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.

9.7 **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.