

1. DEFINITIONS

- 1.1 “OSC” is Oxford Study Courses Ltd, a company registered in England and Wales.
- 1.2 “Course” is one of the summer courses from the range provided by OSC in which the Student has enrolled and to which this agreement applies.
- 1.3 “Class” is a session or sessions on a subject within a Course taken by one group of Students.
- 1.4 “Final Payment Date” is 3rd May 2019.
- 1.5 “Venue” is the College(s) or location(s) which OSC hires for the purposes of holding the Course within which residential Students will live and Classes will be held.
- 1.6 “OSC Staff” is the people employed and contracted by OSC to run the Courses.
- 1.7 “Parent” means parent or guardian of the Student.
- 1.8 “Student” means the student attending the Course.

2. OSC RESPONSIBILITIES

- 2.1 OSC will use its reasonable care and skill to provide to the Student a learning environment and teachers who are highly experienced in the subject matter of the Class.
- 2.2 Where the Student has booked accommodation with their Course, OSC will use its reasonable care and skill to provide to the Student such accommodation for the nights according to the course description. Where the Student has booked for more than one Course, accommodation for the nights between adjacent Courses is included. Extra nights, if required by the Student, are subject to availability. Accommodation within one of the Venues used by OSC is also subject to the terms and conditions of the Venue.
- 2.3 Courses are subject to availability, and OSC will confirm enrolment in any Course after full payment is received for the Student’s place. The Course or any Class forming part of the Course may be cancelled if there are insufficient Students enrolled. All Classes require a minimum enrolment of four Students and Students will be advised four weeks before the start date of the Course in the unlikely event that there are insufficient numbers to run a particular Class. Students may then choose another Class or obtain a full refund of the fees for the Course.
- 2.4 The Parent agrees to the Student taking part in activities organised by OSC Staff and understands that it will not always be possible for OSC Staff to be supervising him/her at all times and that these activities carry inherent dangers for which OSC cannot be held responsible, except to the extent that liability cannot by law be excluded.
- 2.5 All OSC Staff and teachers agree to treat Students with the courtesy and respect they deserve as young adults. OSC operates a strict non-discrimination policy with regard to disability, ethnic origin, nationality, religion, gender, age and sexual orientation.

- 2.6 OSC will deal promptly with any issues, grievances or complaints, whether raised by the Student or Parent. OSC Staff are trained to deal with most issues, otherwise please contact OSC using the e-mail address and telephone number provided on the website. A copy of OSC’s full complaint procedure is available on request.
- 2.7 In the event of circumstances beyond OSC’s control affecting a class, e.g. a teacher falling ill or sudden loss of venue, OSC will make reasonable efforts to come up with a practical alternative. However, in the unlikely event that OSC deems it necessary to cancel part or all of the course, a refund for the affected part only will be offered. OSC cannot be held liable for any costs incurred by the student or parent and strongly recommends appropriate insurance is arranged in advance.

3. THIRD PARTY SERVICES

- 3.1 OSC Staff may from time to time suggest or recommend to Students or Parents the use of services provided by third parties in connection with or during their Course, such as taxis or transportation, food, activities that are not part of the Course, or health services. This is done in good faith, and while OSC Staff may or may not assist with the arrangement or booking of the service, OSC cannot provide any warranty, make any guarantees or take responsibility for any aspect of the service provided by a third party or be held liable or intervene or access the customer services of the provider in any event.
- 3.2 Where a Parent or Student would like to use an Airport Meet & Greet service at their arrival airport, OSC may give details of a provider based on its reasonable knowledge of appropriate providers.
- 3.3 The provider of the Airport Meet & Greet service is not affiliated to OSC and any relationship is entirely between the provider and the Student or Parent booking the service. OSC cannot provide any warranty, make any guarantees or take responsibility for any aspect of the service provided or be held liable or intervene or access the customer services of the provider in any event including cancellation of the service, disruption or delay to travel, or the Student failing to travel for any reason.

4. PARENT AND STUDENT RESPONSIBILITIES

- 4.1 A place on an OSC Course can be booked for themselves by a Student, or on behalf of a Student by their Parent(s). In either case the applicant warrants they can enter into this agreement, must be acting in good faith and both the Student and Parent must be in full knowledge of each other’s needs and wishes.
- 4.2 OSC will send a copy of the application and accompanying terms and conditions to the email addresses provided for the Student and the Parent and will assume that all parties provide their unreserved agreement unless informed otherwise in writing.

- 4.3 If a Student or Parent notifies OSC that they do not agree to the terms and conditions in full, the offer of a place on the Course may be withdrawn by OSC. Under these circumstances, no refund of monies paid will be provided unless the notification by the Student or Parent is within the cancellation period as stated in paragraph 6.1.
- 4.4 Due to limited availability in all the Courses, Students are strongly advised not to book travel until receipt of the email confirming their place on all the Courses applied for. Where more than one Course is applied for, acceptance on one Course does not guarantee acceptance on all Courses. OSC cannot be held liable for any costs incurred prior to having the Course place confirmed.
- 4.5 The Parent agrees to pay the required deposit at the time of booking, and the balance of fees by the Final Payment Date. Additional extras added after the Final Payment Date, medical fees incurred by the Student, and the cost of rectifying any loss or damage caused by the Student are payable immediately.
- 4.6 Whilst attending the Course, Students must behave in a respectful, responsible and entirely legal manner. In particular from the time they first arrive in the Venue to their final departure from the Venue, Students must:
- 4.6.1 arrive on time for all Classes unless they are ill in which case they must inform the Course Office;
 - 4.6.2 if residential, personally sign in each night between 21:00 and 23:00 at the Course Office and remain in the Venue thereafter;
 - 4.6.3 treat all OSC Staff, teachers and Students with respect and courtesy;
 - 4.6.4 not consume, or have in their possession alcohol or any illegal and/or intoxicating substances either in or outside the Venues;
 - 4.6.5 comply with the student pledge, the day to day rules of the Course and any instructions given by OSC Staff.
- 4.7 Parents/Students will be responsible for arranging any insurance cover they wish to have including:
- 4.7.1 medical and dental insurance;
 - 4.7.2 travel insurance;
 - 4.7.3 contents or other personal possessions insurance; and
 - 4.7.4 cancellation insurance which covers them if they are not able to take up their place for any reason such as ill health, visa problems or flight changes.
- 4.8 Parents give their consent for:
- 4.8.1 the Student to go out of the Venue unsupervised by OSC Staff;
 - 4.8.2 the Student to undertake their own recreational activities entirely at their own risk;
 - 4.8.3 medical treatment to be given to the Student if required and recommended by a qualified medical practitioner (the cost of which may be recovered from the parent);
 - 4.8.4 OSC to engage a private general practitioner at the request of the Student or at the discretion of OSC Staff (the cost of which may be recovered from the Parent);
 - 4.8.5 over the counter medicines to be provided by OSC Staff at the request of the Student.
- 4.9 It is essential to the safety and wellbeing of each Student that the application form is completed accurately and fully. Students with disabilities or any educational, dietary, social, personal, psychological, medical or religious needs that may require special attention, treatment or medication are obliged to provide sufficient information at the time of booking to enable OSC to consider whether they can be accommodated or if reasonable adjustments can be made.
- 4.10 Failure to notify OSC of any such need as set out in 4.9 prior to the Course start date may result in OSC having to withdraw the offer of a place on the Course. OSC reserves the right to request medical evidence in such form as it, in its absolute discretion, deems appropriate in light of the special requirements.
- 4.11 In the event of non-compliance with these terms and conditions by student/parent, or if the Student engages in any behaviour which, in OSC's opinion does or is likely to prejudice the safety and smooth running of the Course, OSC reserves the right to require the Student to withdraw from the Course. The Parent will be informed, and the Student will be expected to leave the Venue immediately at the Parent's expense. In this event no refund of fees will be made for the remainder of the Course.
- 5. LIABILITY**
- 5.1 The Parent and Student indemnify and hold harmless OSC, its agents, staff, officers and representatives against any failure by the Parent or Student to comply with these conditions and any rules reasonably imposed by OSC in connection with the operation of the Course. To the fullest extent permitted by law, the Parent is fully liable for any damage, loss or injury to persons or property, however caused by Student.
- 5.2 Other than those implied by statute, OSC makes no warranty about the services and the Courses it provides. It is solely for the Parent and Student to determine the Student's academic needs and abilities, and the suitability of any OSC Course. OSC makes no warranty about the impact and effect of the Course upon the Student's academic performance or exam results.
- 5.3 OSC will not be liable for any loss or damage, whether direct or indirect, suffered by the Student, Parent or any sponsoring institution caused by OSC's negligence or breach of these terms and conditions. OSC is not responsible for any loss, theft or damage to the Student's personal property during the course.
- 5.4 In the event of any such OSC liabilities arising, the maximum liability of OSC shall be equivalent to

the amount of fees paid for the Course in question, although nothing in these terms shall limit OSC's liability for those liabilities that cannot be excluded by law, including personal injury caused by negligence or fraudulent misrepresentation.

- 5.5 Save only for liabilities which cannot by law be excluded, the maximum liability of OSC for breach of contract shall be the amount of fees paid for the Course in question.

6. CANCELLATION POLICY

- 6.1 For all bookings there is a cancellation period of 14 days from the order date in which the application can be cancelled and a full refund issued.
- 6.2 Before the Final Payment Date for each Course the booking can be cancelled and a full refund minus a £100 cancellation fee will be issued.
- 6.3 After the Final Payment Date no refunds will be made except within the 14 day cancellation period.
- 6.4 For bookings made within 14 days of the start of the Course, any cancellation refund will only apply to whole unused Single Courses.
- 6.5 OSC recommends the Student or Parent take out cancellation insurance to cover the Student in case they are unable to attend the Course.

7. VISAS

- 7.1 It is the sole responsibility of the Student and/or the Parent to ensure the appropriate visa is in place before attending the Course. Students are strongly encouraged to contact their local Embassy, Consulate or High Commission in good time to ensure they are allowed to enter and attend the Course in their chosen country. Please note: OSC recommends that visa applications are submitted to the appropriate authority at least three months in advance of your planned arrival date.
- 7.2 No visa support documentation will be provided by OSC until all the fees have been received.
- 7.3 Visa Refusal: In addition to the Cancellation Policy above, if the visa was applied for in good faith at least one month in advance of the start of the whole course and the application is refused, the Student or Parent may apply for a refund in full minus the cancellation fee. Proof of refusal must be provided. Note: Not having received a response from the visa authority does not qualify the Student or Parent for a refund

8. PAYMENT TERMS

- 8.1 The deposit is payable on application. It is the first part of the full payment. The Student's place on the Course is secured with the deposit until the Final Payment Date for the Course.
- 8.2 The balance of fees must be paid by the Final Payment Date or 48 hours after the place is confirmed, whichever is later, in order to secure the place on the Course.

- 8.3 The Course fee can be paid in full on application.
- 8.4 If payment is made by bank transfer, such transfer must be arranged within five (5) working days of the date the application is confirmed by OSC. If payment is not received within a reasonable period following arrangement of the transfer, the Student's place will not be held indefinitely.
- 8.5 OSC reserves the right to charge the cost of any outstanding balance, medical fees, cost of loss or damage to the credit card used for payment of the Course fees, or by other means.

9. POTENTIAL PENALTIES

- 9.1 These charges are only taken in the exceptional circumstances that a student is in serious breach of the Course rules and has caused problems for the smooth running of the Course and the experience of other Students or Venue residents.
- 9.1.1 Late room vacation fine (room check out is always before classes on the day of departure; luggage is stored until departure time. Rooms have to be cleaned for new students coming in so we incur a cost for late room vacation): £50
- 9.1.2 Damage or additional cleaning fee: As invoiced by the Venue.
- 9.1.3 Smoking indoors (a criminal offence in the UK) or in locations other than those permitted by the Venue authorities: £50

10. FORCE MAJEURE

- 10.1 OSC will not be liable to the Student or Parent or other person or organisation paying for the Course in the event of any change in the Course or accommodation due to circumstances beyond the reasonable control of OSC.

11. PRIVACY AND DATA PROTECTION

- 11.1 Any information that is provided will be treated in accordance with Data Protection legislation, and OSC's Privacy Statement, available at <http://osc-ib.com/privacy>, which sets out the means by which OSC collects, stores and processes different types of personal information.
- 11.2 In order to properly manage its Courses OSC requires that photographs of Students are taken for security and identification purposes.
- 11.3 OSC may also take images of Students for other purposes as outlined in our Privacy Statement. Permission for these will be sought during the registration process or at the time the image is captured, whichever is more appropriate. For more information please see the Privacy Statement.

12. GENERAL

- 12.1 This agreement represents the entire agreement and understanding between OSC and the Parent and the

Student and supersedes any previous agreement relating to the subject matter of this agreement. No term of this agreement shall be enforceable by a third party.

12.2 This agreement shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive

jurisdiction of the courts of England and Wales over any claim or matter arising under or in accordance with this agreement.

12.3 Unless otherwise stated in writing, all prices quoted in £ Pounds Sterling.