

Terms and Conditions for Students of LMH Online Summer Programmes 2020



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 set out on the course web page.
- 3.2 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 Cancellations and refunds – within 14 days

You have the right to cancel your contract at any time within 14 days of its commencement. You will receive a full refund of any payments you have made.

If you choose a course that is due to commence within 14 days of purchase and then wish to cancel after your course has started, you will not be able to receive any refund.

To cancel within 14 days please inform us in writing, either by email to: Iveta Simera (vacation.programmes@lmh.ox.ac.uk).

Cancellations and refunds – after 14 days

If you cancel your place on a course at any time after expiry of the 14 day period you will not be entitled to a refund, except in exceptional circumstances, at the discretion of LMH.

To cancel after 14 days please inform us in writing, either by email to: Iveta Simera (vacation.programmes@lmh.ox.ac.uk).

4.2 Cancellation by us

The College 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. 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.

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 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 of the Programme

The Student must follow the Virtual Classroom Etiquette. To qualify for the Certificate of Attendance at the end of the programme(s), the Student needs to attend all the lectures and group work sessions and complete all work as specified by the course tutors.

10 Data Protection and Intellectual Property

- 10.1 The course materials are the intellectual property of LMH and Tutors and must not be copied, shared or used other than for the purposes of participating in the course without express permission of the course director.

Course participants must not use personal data they acquire from the course for purposes other than participation in the online modules, without the express consent of LMH or co-participants.

- 10.2 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.

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