

Terms and Conditions for LMH Summer Programmes (Residential):

1 Interpretation

1.1 Capitalised terms used in these Terms and Conditions have the meanings given below:

- (a) “**Agreement**” means the Enrolment Agreement, a legally binding agreement between the College and the Student consisting of both the Programme Details and the Terms and Conditions and governing the provision of the Programme.
- (b) “**Programme**” means a short academic programme provided by Lady Margaret Hall and related services that the College may supply to the Student enrolled on the Programmes as outlined in the Programme Details.
- (c) “**College**” means Lady Margaret Hall, a college in the University of Oxford.
- (d) “**Student**” means an individual who has been accepted and enrolled onto one of the LMH Summer Programmes.
- (e) “**Programme Fees**” means those fees payable to the College identified in the Programme Details and together with any other fees, costs, or charges payable to the College in accordance with these Terms and Conditions.
- (f) “**Premises**” means the premises of Lady Margaret Hall, including any accommodation or ancillary areas to which the Student may have access.

1.2 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words following the terms “including”, “include”, “in particular” or similar are illustrative rather than exhaustive; and
- (c) reference to a statute or statutory provision is a reference to it as amended from time to time.

1.3 The headings in these terms and conditions are for ease of reference only and do not affect their interpretation or construction.

2 Formation of the Enrolment Agreement

2.1 These terms and conditions apply between Lady Margaret Hall (hereafter the **College**), Norham Gardens, Oxford, OX2 6QA, registered charity number 1142759, and each student who has been accepted and enrolled onto one of the LMH Summer Programmes (hereafter the **Student**).

2.2 These terms and conditions shall apply to the College’s provision of a short academic programme and related services that the College may supply to the Student enrolled on the programme as outlined in the Programme Details (hereafter the **Programme**).

2.3 The Agreement sets out the entire agreement and understanding between the parties in relation to its subject matter.

2.4 No Agreement shall exist or be deemed to be formed between the College and the Student until the Enrolment Agreement has been signed personally by the Student and the College has received the 25% Deposit.

2.5 The College may from time to time change these terms and conditions without notice to the Student.

3 Student Information

- 3.1 The Student warrants that all information submitted by the Student to the College in connection with or relating to the Programme is accurate and correct, and agrees to provide the College promptly with any and all necessary information, co-operation and assistance as it may reasonably require in order to perform its obligations under this Agreement.
- 3.2 The College reserves the right to terminate the Agreement with the Student without refund if it becomes apparent that the Student has submitted false information to secure a place on the Programme.

4 Programme Charges

- 4.1 By signing this Agreement, the Student agrees to pay to the College the Programme Fee according to the Programme Fee Schedule notified to the Student in the Programme Details.
- 4.2 Except in the circumstances described in clauses 5.1, 5.3, 6.2, 15.3, and 15.4 the 25% Deposit is non-refundable.
- 4.3 Non-payment of any invoice by the due date shall entitle the College, without prejudice to any other rights that the College may have, to suspend or cancel the provision of the Programme to the Student.
- 4.4 The Student agrees to make all payments in UK pounds sterling by bank transfer to such bank account as the College may from time to time notify to the Student in writing, and to cover the cost of any bank charges applied to such transfer.
- 4.5 All refunds are made in UK pounds sterling. The College cannot refund any shortfalls due to exchange rate fluctuations or offer compensation for any bank or other charges that may be incurred.

5 Cancellation Policy

- 5.1 The Student may cancel their enrolment for any reason within fourteen days of the commencement of the Agreement by giving notice in writing to vacation.programmes@lmh.ox.ac.uk and receive a refund of any fees paid. If part of the Programme has been delivered during this fourteen-day period, the College may deduct from the refund the amount of fees payable for the part of the Programme which was delivered prior to cancellation.
- 5.2 The Student may cancel their enrolment by giving notice in writing to vacation.programmes@lmh.ox.ac.uk at any time. In the event of cancellation made more than 14 days after the commencement of the Agreement the College shall be entitled to retain the 25% Deposit and:
- (a) if notice of cancellation is received between 56 and 28 days prior to the Start Date the College shall be entitled to retain 50% of the Full Programme Fee, inclusive of the 25% Deposit.
 - (b) if notice of cancellation is received less than 28 days prior to the Start Date the College shall be entitled to retain 100% of the Full Programme Fee, inclusive of the 25% Deposit.
- 5.3 The College may cancel the Agreement with the Student for providing the Programme by giving notice in writing at any time before the Programme Start Date. In such circumstances, the College's liability is limited to a refund of any programme fees already paid, including the non-refundable 25% Deposit. 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. The Student is advised to take out insurance against the cancellation of the Programme if their travel costs are likely to be substantial.

6 Changes to the Programme

6.1 The College will seek to deliver the Programme in accordance with the description set out in the Programme Details. 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 the Programme start date. The College therefore reserves the right to:

- (a) make reasonable changes to the timetable, location, or academic staff specified for the Programme; and
- (b) make reasonable changes to the content and syllabus of the Programme when necessary.

6.2 The College reserves the right to defer the Start Date of the Programme if it is prevented from or delayed in providing the Programme on the Start Date due to circumstances beyond the reasonable control of the College. If the delayed Start Date is unacceptable to the Student the College may offer the Student an alternative Programme at a later date but if that cannot be agreed the Student's enrolment will be deemed cancelled and any Programme Fees received by the College refunded in full. The College will have no liability to the Student in connection with any such changes in date or cancellation.

7 Rules and Regulations of the Programme

7.1 The Student must abide by the laws and regulations of the United Kingdom, the City of Oxford, the County of Oxfordshire, and all applicable statutes, rules and regulations of the College and of the University of Oxford.

7.2 The College reserves the right not to grant a Transcript of Academic Performance and a Programme Certificate to a Student who does not complete the Programme in good academic standing. A student shall be deemed in good academic standing if they:

- (a) attend on time all lectures, seminars, and tutorials, except where permission on adequate grounds not to do so is obtained in advance from the Lead Tutor; and
- (b) produce on time all tutorial assignments, except where permission on adequate grounds not to do so is obtained in advance from the Lead Tutor; and
- (c) have not engaged in academic dishonesty, which includes plagiarism, cheating, and passing off the work of others' as the Student's own.

7.3 The Student must observe good standards of behaviour. The College reserves the right to dismiss from the Programme, without refund, any Student whose behaviour is in serious or persistent breach of the expected standards. Examples of unacceptable behaviour include, without limitation:

- (a) failure to respect and co-operate with the Programme's teaching faculty, management personnel, other participants, and other staff of the College and the University of Oxford throughout the Programme;
- (b) harassment of others, bullying, and indecent or offensive behaviour;
- (c) violent or threatening behaviour, fighting or physical assault;
- (d) theft, or unauthorised possession of money or property, whether belonging to the College, another student, or a third party;
- (e) failure to abide by health and safety instructions as given at the start of the Programme and from time to time;

- (f) any behaviour that endangers the life of or risks serious injury to the Student or any other person;
- (g) possession, supply, or use of illicit drugs;
- (h) possession of a weapon of any kind;
- (i) smoking in designated non-smoking areas, which includes all buildings and many outdoor areas of the Premises;
- (j) vandalism, negligent destruction, or sabotage of the Premises, College property, or any property on the Premises;
- (k) failure to abide by the University of Oxford's IT Regulations;
- (l) any behaviour that it is reasonably considered may bring the College or the University of Oxford into disrepute.

8 Academic Credit and Home Institutions

- 8.1 The College does not award academic credit for the Programme. It is the responsibility of the Student to make arrangement with their Home Institution to determine whether the recommended credit value of the Programme will be recognised by their Home Institution. The College will make every reasonable endeavour to assist the Student and their Home Institution to determine the suitability of the Programme to meet any such requirements, but the College makes no warranties or representations about how participation in the Programme will be recognised by the Student's Home Institution.

9 Visas

- 9.1 It is the responsibility of the Student to ensure that they have obtained the appropriate visa for the duration of the Programme and to comply with all conditions of the visa. The College will not be held responsible for any illegal overstay in the United Kingdom by the Student and will report such a case if arising to the UK Visas and Immigration authorities.
- 9.2 If the Student is required to obtain a visa in order to attend the course, but fails to do so for any reason the Student's enrolment will be deemed cancelled under the provisions of Clause 5.2.

10 Insurance

- 10.1 The College does not hold insurance to cover the Student against doctor's fees, hospital or drug expenses, loss of baggage, loss of money, or damage to property by the Student. The Student must take out full or comprehensive travel insurance to cover these risks and to ensure that they are repatriated in the event of serious accidents, illness, or death.
- 10.2 The Student must provide the College with proof of full or comprehensive travel insurance no later than 14 days prior to the Programme start date. The College reserves the right to refuse admission to the Programme, without refund, if the Student fails to do so.
- 10.3 For the avoidance of doubt, the College accepts no liability for loss or damage to Student property and shall not provide any insurance cover whatsoever to the Student, save to the extent that they may be covered under the College's third-party liability insurance.

11 Accommodation and Student Status

- 11.1 The Student will be provided with student accommodation equivalent to that enjoyed by Lady Margaret Hall students for the duration of their attendance of the Programme.
- 11.2 For the avoidance of doubt, the Student shall not by virtue of their attendance of the Programme acquire any right, title or interest in the student accommodation provided or any other premises of property of the College.

12 Limitations of Liability

- 12.1 The College will make every reasonable endeavour to assist the Student in resolving problems that they may encounter whilst in Oxford during attendance of the Programme. This includes helping the Student to access private medical care where available. However, the College excludes all and any liability in respect of any services or goods offered or provided by any third party to the Student.
- 12.2 The Student agrees to indemnify the College (and any of our officers, employees, agents or contractors) against all liabilities, losses, damages, costs and expenses suffered or incurred by us or them arising from:
- (a) any third-party claim brought or threatened against us or them arising from the Student's breach of the Agreement, negligence, or any other wrongful act or omission by the Student;
 - (b) any third-party claim brought or threatened against us or them otherwise connected with the Programme or the Student's use of the Premises (except to the extent such claim is attributable to our breach of the Agreement or our negligence);
 - (c) any damage to the Premises, damage to or loss of any property at the Premises, or injury to any person caused by the Student;
 - (d) misuse of our IT networks or facilities by the Student; or
 - (e) the Student's breach of the Agreement or any other negligence or wrongful act or omission on their part.
- 12.3 The College shall not be liable to the Student for loss of profits; loss of business; loss of anticipated savings; loss of revenues; loss of opportunity; loss of goodwill, or loss of reputation whether, in each case, direct or indirect and whether or not the type of loss was foreseen or reasonably foreseeable. Moreover the College will not be liable for any indirect loss or damage suffered by the Student.
- 12.4 The College's total aggregate liability to the Student under this Agreement, or in connection with its subject matter, will not exceed:
- (a) an amount equal to one hundred and twenty-five per cent (125%) of the sums paid or payable by the Student to the College under this Agreement, if the College's liability arises to due to its failure to perform its services with reasonable skill and care or to provide them in accordance with the main characteristics identified in the Programme details; or
 - (b) otherwise an amount equal to the sums paid by the Student to the College under this Agreement.
- 12.5 Nothing in these terms and conditions excludes or limits the liability of the College for:
- (a) death or personal injury caused by the College's negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any matter for which liability cannot lawfully be limited or excluded.

13 Data Protection

- 13.1 The College shall take all reasonable care to ensure that it complies with its obligations under the Data Protection Act 2018 and General Data Protection Regulation (GDPR), to the extent applicable.
- 13.2 Any personal information the Student provides to the College will be stored and used exclusively by the College and our suppliers for the purposes of performing the Agreement, in accordance

with our privacy notice or policy. The College will not pass any such personal data to any other persons except with the Student's consent or where otherwise permitted by law.

- 13.3 The College is a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together the **"FOI Legislation"**) and may receive requests to disclose information relating to the Programme. If the College receives a request under the FOI Legislation to disclose any information which may be confidential to the Student, the College will notify and consult with the Student.

14 Intellectual Property

- 14.1 All materials provided by the College and any intellectual property rights in them shall remain the property of the College or any relevant third party. This includes all documentation provided to the Student by the College in relation to the Programme, including, without limitation, Programme materials, reading materials, website information, correspondence, and recordings of lectures, seminars, tutorials, or other classes. The Student may not use any such materials for any purpose unrelated to the Programme without the written permission of the College.

15 Pandemics

- 15.1 The Student and the College agree to comply with any official guidance from the UK Government in relation to any pandemic (including, without limitation, COVID-19), and to notify the other promptly of any impact such pandemic may have on the performance of their respective obligations under this Agreement.
- 15.2 The Student agrees to comply with any measures which the College may communicate to the Student in order to ensure their safety, and the safety of other participants on the Programme and College staff.
- 15.3 If the College is obliged to close the Premises due to UK Government restrictions, or if the College opts to close the Premises or to reduce the number of students on the Programme due to safety concerns, the College may offer the Student an alternative Programme at a later date. If an alternative Programme at a later date cannot be agreed the Student's enrolment will be deemed cancelled and any Programme Fees received by the College will be refunded in full. The College will have no liability to the Student in connection with any such changes in date or cancellation.
- 15.4 The Student must notify the College if they are unable to attend the Programme due to infection or travel restrictions associated with a pandemic. The College shall seek to agree with the Student an alternative Programme online or at a later date, but if that cannot be agreed then the Student's enrolment will be deemed cancelled and the Programme Fee will be refunded in full.
- 15.5 If the Student chooses not to attend the Programme for other reasons connected with a pandemic, including, without limitation, not wishing to attend the Programme whilst physical distancing measures are in force, the Student must provide the College with notice of cancellation, stating the reasons, 14 days or more before the start date of the Programme. The College shall seek to agree with the Student an alternative Programme at a later date, but if that cannot be agreed then the Student will be deemed to have cancelled under the provisions of Clause 5.2.

16 General

- 16.1 **Third Party Rights:** No term of the Agreement will be enforceable by any third party.

- 16.2 **Force Majeure:** Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which are wholly attributable to any unusual or unforeseeable circumstances beyond the parties' control, the consequences of which could not have been avoided even if all due care had been exercised.
- 16.3 **Severability:** If any provision (or part of a provision) of this Agreement is held to be invalid or unenforceable, then such provision (or relevant part, as the case may be) shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement.
- 16.4 **Waivers:** Any waiver by either party of any breach of any provision of the Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.
- 16.5 **Variation:** Any variation of the Agreement must be in writing and signed by the parties or their authorised representatives.
- 16.6 **Law:** The Agreement and any connected claims (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and subject to the exclusive jurisdiction of the English courts.