



## **VISITING STUDENT-COLLEGE CONTRACT**

*PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH THE COLLEGE*

### **Contract with the College**

1. As a visiting student at the University of Oxford you will be a member of Hertford College.
2. Although your main relationship will be with Hertford College, you will have two separate contracts: one with the University, and one with the College.
3. The purpose of these terms and conditions is to set out the contractual basis for your relationship with the College, and to draw your attention to key terms.
4. Your contract with the College is made up of:
  - i. These Terms and Conditions;
  - ii. Information provided directly from a College Officer, via the College Intranet, or via official information distributed to Junior Members;
  - iii. Any accommodation licence applicable to College residence;
  - iv. The offer letter from the College
  - v. The College Statutes and Bye-laws, and rules and policies made under them (see paragraph 9 below)
5. You will enter into your contract with Hertford College when you accept your offer from the College in accordance with the offer letter. Hertford College has an agreement with your home institution in respect of acknowledging our respective obligations to you as a visiting student. The offer letter will specify any important details in this regard.

### **University and College Contracts**

6. You must be a member of a College in order to be a visiting student.
7. Your continuing relationship with the College is linked to your continuing relationship with the University. If you decline the College offer, or if you fail to meet the conditions of this offer, you will lose your place at both the College and the University.
8. If your College membership is terminated (e.g. for breach of College rules and regulations), your relationship with the University will also end. If you are suspended by the College, or subject to

other disciplinary or procedural measures, the University may take similar, or other appropriate, steps.

### **College Statutes, Bye laws, Policies & Rules**

9. You agree to comply with the College Statutes and Bye-laws (set out at [Governance & legal - Hertford College | University of Oxford](#)) as amended from time to time and with the College Rules, Regulations and Codes of Policy, Practice and Procedure which are made under them, agreed directly by the Governing Body, or issued by a College Officer. They include:
  - a) Information published setting out the behaviour considered unacceptable by students, and which may result in disciplinary action (see Student Disciplinary Code).
  - b) Other regulations governing your relationship with the College concerning your studies, payment of fees and charges, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection.
  - c) Any Health and Safety Instructions ('HSI') setting out standards of behaviour required of you during any pandemic (including Covid-19), epidemic or local health emergency. The term 'HSI' includes any University or College code, as introduced or updated from time to time, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. Students are required to comply with any HSI as a condition of being permitted access to in-person teaching and facilities and failure to comply may result in loss of that access and/or disciplinary action.
10. By entering into this contract you agree that the College may take disciplinary action against you for breach of its Statutes and Bye-laws, or College Rules, Regulations and Codes of Policy, Practice and Procedure, including the Student Disciplinary Code and any HSI as described in clause 9 (c) of this contract. Such action would take place under the appropriate procedure and could result in sanctions including the withdrawal of access to College services and facilities, suspension or expulsion.

### **Your Responsibilities**

11. You undertake to pursue your academic studies to the best of your ability, devoting sufficient time and attention to diligently following the course of study set out by the College.
12. Hertford College is an academic institution and you have been admitted because you have demonstrated academic ability and promise. To achieve that promise, you undertake to pursue your studies to the best of your ability. All work you submit should be your own work (see the University's definition of plagiarism at [Plagiarism | University of Oxford](#); submitting another's work as your own is a serious academic offence). You undertake to complete the academic tasks which are required of you by any tutor, fellow or lecturer, or other qualified person, assigned by the College to teach you. These tasks include:
  - a) undertaking all preparatory work set, such as reading or laboratory work;
  - b) completion to the best of your ability of all written work required (such as essays or problem sheets) by the specified deadline;
  - c) punctual attendance at classes, tutorials and other meetings arranged by academic staff;

- d) responding in a timely manner (in term time, within 24 hours) to correspondence with academic staff. Email is the normal mode by which staff and students communicate with each other;
  - e) attendance at University lectures and classes relevant to your curriculum and/or designated by academic staff.
13. You are required to comply with College rules on:
- a) matters including, but not limited to, behaviour, IT usage, data protection, academic studies, and domestic regulations.
  - b) fees and other charges being paid when they are due, in accordance with the offer letter. You are responsible for any non-payment even if your fees are being paid by a third party. The University sets out its annual fees as a single figure as this is easier for applicants and students; however you should note that this is a combined figure for both your University and college fees, which separately form the consideration for your separate University and college contracts. This means that you are paying a set amount of your fees to your college for college services and a set amount to the University for University services. The College will collect University fees and transmit them to the University.
  - c) college-provided accommodation, if living in, as set out in the Accommodation Licence Agreement, as amended from time to time. Failure to do so may lead to your eviction from college accommodation and/or the withdrawal of your rights to be considered for future college accommodation on a temporary or permanent basis. Your acceptance and/or use of keys to college accommodation will be deemed as your acceptance of the Accommodation Licence Agreement, and associated fees and charges in force at the time.
  - d) any measures or instructions given by the College or the University to reduce risk of transmission of any illness or or infection and behave in accordance with any HSI. . Without limiting that general obligation, reasonable measures may include an instruction by the University or the College not to return into residence or to a term time address, an instruction by the University or the College to leave residence or a term time address, imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of sanitiser or distancing procedures. You must also immediately declare to the College if you have, or suspect you have, symptoms of Covid-19 or if you have received a positive test for Covid-19, or if you have any other serious and easily transmissible infectious illness, and comply with any required health, testing, isolation or distancing measures or advice given. In applying such measures or instructions the College will take account of and adhere to its welfare policies in so far as it is reasonably practicable during the pandemic, epidemic or local health emergency.
  - e) obtaining an appropriate visa if necessary and abide by any visa conditions including maximum permitted working hours and the types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from Student Immigration and at [Visa & immigration | University of Oxford](#).

### **Teaching Arrangements**

14. The College will make provision for visiting students as it reasonably decides is necessary for their courses of study. Teaching may include tutorials, classes, seminars, and may be carried out by

tutors or other fellows or lecturers of the College, or by any other persons considered by the College to be suitably qualified. Teaching provision for specialist options is subject to availability and may not be provided in all cases. You should also refer to any additional information provided by your home institution.

15. Where a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen, the College may make such changes as it reasonably deems necessary to comply with government or local authority regulations or guidance by those bodies or by Public Health England, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. Changes made or required by the University may be communicated through colleges.
16. Examples of measures the College may take in such circumstances include:
  - a) Providing teaching, assessment or other services wholly or partly online or via other remote or virtual means;
  - b) Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries or lectures);
  - c) Teaching at evenings, weekends or outside Full Term;
  - d) Requiring students to comply with:
    - i. social distancing measures;
    - ii. wearing of face-masks;
    - iii. wearing personal protective equipment;
    - iv. any other health and safety measures which the College deems necessary;
    - v. any restrictions on the use of College accommodation, or rules imposed for College residents;
  - e) Staggering attendance by students so that for part of the term you are not allowed physically to attend College;
  - f) Varying, limiting or cancelling any course content, or optional modules;
  - g) Varying, limiting or cancelling access to any University or College services or facilities;
  - h) Varying, limiting or cancelling any learning experiences that would, without such circumstances, normally happen face to face or in-person (e.g. work in laboratories, museums, studios, music facilities or via fieldwork or work-placement).
17. No refunds, discounts, damages or waivers of course fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness or by compliance with guidance from Public Health England. However, should you be requested to return home and continue your studies remotely due to a pandemic (including but not limited to Covid-19), Hertford will refund your accommodation and meal plan.

### **Events beyond our control**

18. The College will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you which results from events which are beyond the College's reasonable control, such as: pandemic (Covid-19 or otherwise), epidemic, a local health emergency necessitating measures to reduce risk of infection or illness, industrial action, acts of God, acts of terrorism, the unanticipated departure or absence of key members of College staff, or failure or delay by third party suppliers and subcontractors. In such circumstances the College will take reasonable steps to mitigate the impact on you and to restore teaching and services.

### **Library and IT Facilities**

19. Subject to clauses 15 and 16 above, the College will provide library and IT facilities in connection with your studies and on the conditions and at the times set out in College communications and guidance, which may vary from time to time. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the College.

### **Accommodation and Meals**

20. Subject to clauses 15 and 16 above, the College will maintain a stock of residential accommodation that will be provided to you in connection with your studies as confirmed in your offer letter, on the terms and conditions and in accordance with the procedures set out in College policies or rules, or and/or the Accommodation Licence Agreement, which may vary from year to year. **Insert link to Licence Agreement.**
21. Subject to clauses 15 and 16 above, the College will provide meals on the terms and conditions set out in the College policies, rules, or guidance for Junior Members, which may vary from time to time.

### **Personal Data**

22. The College will collect and use information about you in accordance with the principles set out in the College Privacy Notice at [Privacy - Hertford College | University of Oxford](#). This includes ensuring that your data will only be used in a way which is fair, lawful and secure. In addition, the University has its own privacy notice at [Student privacy policy | Compliance \(ox.ac.uk\)](#).

### **Complaints Procedure**

23. The College Complaints procedure including subsequent rights of appeal are explained in the College Bye-laws.

### **Jurisdiction**

24. Your contract with the College and any dispute arising from it (including non-contractual disputes) shall be governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

**Signature of Student**

**Date of Signature**

**Signed on behalf of the College**



Mr Jamie Clark

**Bursar**



Professor Claire Vallance

**Senior Tutor**