



## HERTFORD COLLEGE, OXFORD

### Open Enrolment Application – July/August 2023 English Language and British Culture Programme

#### Terms and conditions

#### 1 Formation of the Contract

- 1.1 These terms and conditions and the Application form apply between **Hertford College Programmes**, (a wholly owned subsidiary of Hertford College, Oxford, registered in England and Wales with company number 7247311) of Catte Street, Oxford, OX1 3BW, UK ("the College") and 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 the Contract 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 contract shall exist or be deemed to be formed between the College and the Student until the Application Form has been duly signed by or on behalf of the Student and received by 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 (including, without limitation, any information, co-operation or assistance) as it may reasonably require in order to perform its obligations under the Contract.

#### 3 Programme Charges

- 3.1 The Student agrees to pay to the College at the time of signing this Application form, a non-refundable deposit of 30% of the Total Charge. Such deposit is due to reach Hertford College accounts no later than **1<sup>st</sup> June 2023**.
- 3.2 The College's preferred payment method is through **Online Payment** and the college's online payment link are provided with the invoice, identifying the outstanding balance of the Event Charges which shall, in any event, be paid by the Student to the College in cleared funds by **1<sup>st</sup> June 2023**.
- 3.3 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.



- 3.4 The Student shall make all payments due to the College under the Contract without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 3.5 If any amount remains unpaid 30 days after the date of the final invoice the Student will pay to the College interest of 3% compound per calendar month from the due date until the date of payment.

#### **4 Programme Charge Refunds and Cancellation Policy**

- 4.1 The Student shall be entitled to have all monies, excluding the Deposit, refunded if Hertford College is informed in writing before the Start Date of the programme.
- 4.2 The College accepts no responsibility for any loss suffered by the client or any Delegate as a result of cancellation of the booking or termination of the contract by either party, and the Student agrees to indemnify the College against any claim made by any prospective Delegate against the College attributable to such cancellation or termination.

#### **5 Insurance**

- 5.1 The Student warrants and represents that he/she has used their best endeavours to ensure they have made all necessary insurance arrangements for their travel and stay throughout the duration of the Event. Such insurance arrangements should include, but not be limited to, theft or damage to personal property, loss or theft of money, medical treatment cover, personal liability, personal injury, legal expenses and recovery of their respective fees for attending the Event and/or associated travel costs as a result of their inability (for whatever reason) to attend the Event (in whole or in part).
- 5.2 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.

#### **6 Accommodation and Student Status**

- 6.1 The student enrolled on the programme will be provided with student accommodation equivalent to that enjoyed by Hertford College students for the duration of their attendance of the programme. For the avoidance of any doubt, the student shall not, by virtue of their attendance of the programme, the Contract or otherwise, acquire any right, title or interest in the student accommodation provided or any other premises or property of the College.

#### **7 Limitations of liability**

- 7.1 The College will use all reasonable endeavours to assist the student in resolving problems that they may encounter whilst in Oxford during their attendance of the programme. This includes helping them 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 part(y)(ies) to the student.
- 7.2 The Student must have all necessary visas, permissions and consents required for their stay in the United Kingdom and attendance of the programme.



- 7.3 The warranties and undertakings given by the College in these terms and conditions are given in lieu of all implied warranties, terms and conditions and, to the extent permitted by law, all conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result, are excluded.
- 7.4 The following provisions set out the entire financial liability of the College (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Student:
- (a) any breach of the Contract; and
  - (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 7.5 Nothing in these terms and conditions excludes or limits the liability of the College:
- (a) for death or personal injury caused by the College's negligence; or
  - (b) for any matter which it would be illegal for the College to exclude or attempt to exclude its liability; or
  - (c) for fraud or fraudulent misrepresentation.
- 7.6 Subject to clause 7.5:
- (a) the College's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the Contract shall be limited to the Programme Fees; and
  - (b) the College shall not be liable to the Student (and/or any Delegate) 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.
- 7.7 The Student agrees to indemnify the College and hold the College harmless from and against all losses, liabilities, damages, costs and expenses (including legal fees and costs) suffered or incurred in connection with any claims, demands, actions or other proceedings made or brought by any third party arising from the acts or omissions of the student, the Student's negligence or the Student's breach of the Contract.

## **8 Data Protection**

- 8.1 The College shall take all reasonable care to ensure that the College complies with its obligations under the Data Protection Act 1998, to the extent applicable.
- 8.2 The College shall only use personal data provided by the Student for the purpose of providing the Services.

## **9 Force Majeure**

- 9.1 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.



**10 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.

**11 Third Party Rights**

- 11.1 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.

**12 Entire Agreement**

- 12.1 The Contract 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.
- 12.2 Without prejudice to clause 1.5, no additional terms, amendments or variations to the Contract will be binding on the College unless agreed in writing by the College. The Student warrants that he/she has not relied on or been induced to enter the Contract by any statement, warranty or representation (whether oral or in writing) made or given by or on behalf of the College which is not set out in these terms and conditions.

**13 Governing law and jurisdiction**

- 13.1 The formation, existence, construction, performance, validity and all aspects of these terms and conditions and the Purchase Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.