VISITING STUDENT-COLLEGE CONTRACT 2026/2027

YOU SHOULD READ THIS DOCUMENT CAREFULLY. It contains important information about your contract with the College, including: rules that apply to your conduct, behaviour and use of College services, circumstances when your studies at the College may be suspended or terminated and how changes might have to be made to teaching or services in certain circumstances.

Please print out two copies of this contract, sign in hard copy (electronic signatures not accepted) and then scan the signed copy and send the scan to the Undergraduate Administrator at undergraduate@balliol.ox.ac.uk and keep one copy for yourself.

Preamble

1. As a Visiting Student (Junior Member) at the University of Oxford you will be a member both of the University and of one of its Colleges, Societies or Permanent Private Halls. For convenience this document refers to Societies, Permanent Private Halls and Colleges as "Colleges".
2. You will have two separate contracts: one with the University and one with your College.
3. The purpose of this document is to set out the contractual basis for your relationship with the College, and to draw your attention to key terms.

Contract with the College

4. Your contract with the College is made up of:
   a) The following
      i. the Terms and Conditions set out in this document;
      ii. the College Handbook, as amended from time to time;
      iii. The Terms and Conditions of the Student Licence to Occupy Residential Premises at Balliol;
      iv. The letter ("Offer Letter") from the College making you an Offer of a place;
   b) The College Statutes and Bylaws, and rules, procedures and policies made under them (see paragraph 12 below)

5. It is a condition precedent to your contract with the College (i.e. a necessary requirement for the contract to be binding on the College) that you satisfy the financial conditions set out in the Financial Declaration Form.

6. It is a condition precedent to your contract with the College (i.e. a necessary requirement for the contract to be binding on the College) that you satisfy any academic conditions set out in your Offer Letter.

7. Subject to clause 5 and clause 6, the contract with the College (hereafter the 'contract') will take effect from the date on which the College receives a copy signed by you of this document. This is the date at which your acceptance of the terms set out here, and those incorporated by reference through clause 4(a) above, will be treated as communicated to College.

8. You are responsible for satisfying any requirements imposed by any department or agency of the United Kingdom Government in connection with your studies, including (but not limited to) any visa requirement. It is a condition of the contract that you obtain any visa or immigration permission that the UK Government requires in connection with the taking up of your Offer and hold such a visa or permission for the duration of your studies in College. For the avoidance of doubt, this means that the College is entitled without more to terminate the Contract if you do not obtain, or at some point during your studies in College lose, any required visa or immigration permission.

9. It is also a condition of your contract that any information submitted with or in relation to your application (whether to UCAS, the University or the College) is true, genuine, accurate, and complete and does not omit any information you have been asked to provide. If failure to meet this condition is discovered after you have communicated your acceptance to College (see Clause 7) but before you have been admitted to the College your contract with the College may be terminated at the College's discretion. If failure to meet this condition is discovered after you have been admitted to the College, disciplinary proceedings may be brought against you, and for these purposes the College shall be at liberty to treat the breach as having continued until discovery. This may result in sanctions including expulsion.

University and College Membership

10. You must be a member of the University in order to remain a member of the College. Your continuing relationship with the College is linked to your continuing relationship with the University. Similarly, your offer from the College is linked to your Offer from the University. If you decline either offer, or if you fail to meet the conditions of either offer, you will lose your place at both the College and the University.

11. If your University membership is terminated (e.g. for breach of University rules and regulations), your membership of the College will also end. If you are suspended by the University, or subject to other disciplinary or procedural measures, the College may take similar, or other appropriate steps.

College Statutes and Policies

12. By entering into this contract you agree to comply with the College Statutes and Policies (as amended from time to time) and with the College Rules, Regulations and Codes of Policy, Practice and Procedure which are made under them and/or amended from time to time. Links to these are set out on the College website under Policies and Statutes. They include:

    a) The College Handbook. This sets out the types of student behaviour which are considered unacceptable and which may result in disciplinary action.

    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 and assessments, the ownership and exploitation of intellectual property, harassment and bullying, 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, epidemic or local health emergency. 'HSI' includes any University or College code, policy or guidance, issued in such circumstances. If an HSI is in force you must comply with it as a condition of in-person access to teaching and facilities, and may be disciplined for non-compliance.

    d) The duty to behave in accordance with the College's Code of Practice on Freedom of Speech

13. Your contract with the College is also subject to a condition that you disclose any relevant unspent convictions.

14. By entering into this contract you agree that the College may take disciplinary action against you for breach of its Statutes and Policies and the College Rules, Regulations and Codes of Policy, Practice and Procedure, including the Code of Discipline and any HSI as described in clause 12 (c) of this document and the condition described in clause 13 of this document. Such action would take place under the appropriate College procedure and could result in sanctions including suspension or expulsion.

15. You are only permitted to access or use College land, facilities or services for the academic, welfare, leisure or sporting purposes for which such premises, facilities or services have been provided, or for meetings and events for other purposes where the College's Code of Practice on Freedom of Speech has been complied with. Misuse of, unauthorised access to of use of, or occupation of College land, premises, facilities or services, and/or activities which prevent or substantially limit or impede authorised access or use by College students or staff, or which attempt to do so, are not permitted and may result in disciplinary action.

Your Responsibilities

16. You are required to comply with the following:
    a) the College's Statutes and Bylaws (as amended from time to time) and with the College's Rules, Regulations and Codes of Policy, Practice and Procedure which are made under them and/ or amended from time to time as set out in clause 12 above.

These include (but are not limited to,) the College's rules on behaviour, IT usage, data protection and academic studies. You should refer to the College Handbook.

b) payment of fees and other charges when they are due. <u>You are responsible for any non-payment even if your fees are being paid by a third party</u>. 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 the 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. For more details see the Fees and Funding pages of the University website for Undergraduates or for Graduates, of if your query is not covered there, contact student.fees@admin.ox.ac.uk. (College fees do not cover accommodation or food, which are charged separately to those students who receive them).

c) any reasonable measures or instructions given by the College or the University to reduce risk of transmission of illness 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. 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 a pandemic, epidemic or local health emergency.

d) immediately declaring to the College if you have any serious and easily transmissible infectious illness or disease (the College, or the University, will inform you if at any point they require students to declare Covid-19 infections), and comply with any required health, testing, isolation or distancing measures or advice given.

e) **obtaining an appropriate visa or immigration permission if necessary, and an ATAS (Academic Technology Approval Scheme) certificate if required for your course (see clause 8 above as to the consequences of failure to obtain the requisite permission) and abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and promptly provide a copy of your visa/confirmation of immigration status and passport identification page whenever requested by your college or department. If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are**

provided to the University regarding visas or immigration status. Support and information are available from Student Immigration and from the visa and immigration pages of the University website at http://ox.ac.uk/students/visa

17. It is your responsibility to:
    a) act as a responsible member of the College's community, including treating other members of the community and the public with courtesy, respect and in a way to respect their dignity, and to behave in a manner consistent with the College's Equality Policy.

    b) progress your own academic studies. This will include submitting work when required to do so, sitting collections and penal collections when required to do so, meeting College and University submission deadlines and attending tutorials, classes, lectures, and other academic requirements.

Teaching Arrangements

18. The College will make provision for students as follows:

    a) For undergraduate courses such teaching and other provision as it reasonably decides is necessary for their courses of study, taking account of any relevant departmental norms. 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. Some teaching will be delivered by the department and this will vary between Colleges. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.

    b) For graduate courses (including research degrees) the College does not teach or deliver programmes but will make such other provision as it reasonably decides to be necessary to support the pursuit of the relevant course.

19. Where a pandemic (including but not limited to Covid-19), epidemic or local health emergency necessitating measures to reduce risk of infection or illness occurs, 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 UK Health Security Agency, 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.

20. Examples of measures the College may take in the circumstances identified in clause 19 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 other health and safety measures which the College deems necessary; which are specific to particular sites or activities, which may be in addition to any HIS;

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);

i) varying, limiting, cancelling or putting in place measures to reduce the risk of any time due to be spent in education or paid work abroad (including the right to vary destinations for work or study abroad) as a mandatory or optional component of courses, including making changes as a result of health guidance or risk assessment applicable to overseas travel destinations and/or providing students with alternative educational provision. If a year abroad, or other placement, has to be cancelled entirely then this may include the right to move a student to a cognate degree course that does not include such a year abroad or placement.

21. Subject to paragraph 19 above, 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, epidemic or local health emergency necessitating measures to reduce risk of infection or illness or by compliance with guidance from the UK Health Security Agency . The College will also not be liable for any consequential losses or expenses you may incur (e.g. travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

Events beyond our control

22. The College will not be in breach of its obligations under the contract, nor liable to you for any loss caused to you under the its contract with you, where the breach or loss results from events which are beyond the College's reasonable control. Examples of events which may fall into this category include a: pandemic, an epidemic, or a local health emergency necessitating measures to reduce risk of infection or illness, industrial action, acts of God, acts of terrorism, government order or law, action by governmental authority, 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. More information is available in the

Student Protection Plan on the University website. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (e.g. under consumer law).

Library and IT Facilities

23. Subject to clauses 19 and 20 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 the College's Library Rules and Computing Rules, 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

24. Subject to clauses 19 and 20 above, the College will maintain a stock of residential accommodation that may be provided to you in connection with your studies and if so this will be provided on the terms and conditions and in accordance with the procedures set out in the College Handbook or equivalent document, and the Terms and Conditions of the Student Licence Agreement at Balliol, which may vary from year to year**.**

25. Subject to clauses 19 and 20 above, the College will provide meals on the terms and conditions set out in the College Handbook, which may vary from time to time.

Other provisions

26. Students with caring responsibilities for pre-school-age children may apply for places at the Balliol Day Nursery.

Personal Data

27. The College will collect and use information about you in accordance with the principles set out in the College Privacy Policy. 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 https://compliance.admin.ox.ac.uk/student-privacy-policy.

Complaints Procedure

28. The College Complaints procedure including subsequent rights of appeal are explained in the College Handbook.

Amendment

29. The terms of this document may be unilaterally amended by the College as a consequence of changes from time to time to National, University or College legislation, statutes, regulations or guidance. You will receive notification of material changes and any consultation process within which you may make representations prior to the change taking effect.

Jurisdiction

30. The contract 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.

Declaration

I confirm that I have read and understood the Balliol College Handbook for Junior Members, including the 'Terms and Conditions of the Student Licence to Occupy Residential Premises at Balliol' governing the provision of residential accommodation by Balliol College, and that I will observe and be bound by the regulations that are contained in it concerning my conduct and use of College facilities.

Signed:

Print name:

Dated: