VISITING STUDENT-COLLEGE CONTRACT 2021/2022

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION AND CONSTITUTES YOUR CONTRACT WITH THE COLLEGE

Please print out two copies of this contract, and then return one signed copy by post to the College Office at Balliol College, Oxford, OX1 3BJ and keep one copy for yourself; or scan the signed copy and send the scan by email to the College Office Administrator at college.office@balliol.ox.ac.uk

Contract with the College

1. As a visiting student at Oxford University you will be a member both of the University and of one of its Colleges 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 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:
   a) The documents provided with these Terms and Conditions. These include:
      i. these Terms and Conditions;
      ii. the College Handbook. This is updated on an annual basis over the summer with the potential for minor amendments throughout the year, so the latest online version should be regarded as authoritative.
      iii. the Terms and Conditions of the Student Tenancy for Residential Premises;
      iv. the Offer Letter from your College
   b) The College Statutes and Policies, and rules and policies made under them (see paragraph 9 below)

5. You will enter into your contract with the College before you begin your studies at the University and/or the College.

University and College Membership

6. You must be a member of a College in order to be a visiting student.

7. Your continuing relationship with your College is linked to your continuing relationship with the University. Similarly, your Offer from your 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 your College and the University.
8. 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**

9. 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. Links to these are set out on College website under Policies and Statutes. They include:

   a) The College Handbook. This sets out behaviour which is considered unacceptable by students 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, 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.

10. 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. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

**Your Responsibilities**

11. You are required to comply with College rules on:

   a) matters including, but not limited to, behaviour, IT usage, data protection and academic studies. You should refer to the College Handbook.

   b) fees and other charges being paid when they are due. 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. For more details contact student.fees@admin.ox.ac.uk.

   c) any measures or instructions given by the College or the University to reduce risk of transmission of any illness or pandemic (including Covid-19). 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 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.
d) obtaining an appropriate visa if necessary and abiding 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 http://www.ox.ac.uk/students/visa.

Teaching Arrangements

12. The College will make provision for visiting students as it reasonably decides is necessary for their course 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 University.

13. 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.

14. 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-coverings;
      iii. wearing personal protective equipment;
      iv. any other health and safety measures which the College deems necessary;
   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.

15. 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.

Events beyond our control

16. 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

17. Subject to clauses 13 and 14 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

18. Subject to clauses 13 and 14 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 Tenancy for Residential Premises, which may vary from year to year.

19. Subject to clauses 13 and 14 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

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

Personal Data

21. 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

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

23. 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.

I ACCEPT the terms set out above, and recognise that they make up a complete record of the contract for my participation in the programme of study at Balliol College and the University.

SIGNED for and on behalf of BALLIOL COLLEGE:

Name: Dr Nicola Trott
Position: Senior Tutor
Signature: Nicola Trott
Date: August 2021

SIGNED by the VISITING STUDENT in the UNIVERSITY OF OXFORD:

Name:
Signature:
Date: