



Terms & Conditions of Enrolment: Summer courses for students aged 16-19

Academic year 2019-20

THE PARENT(S)' AND THE STUDENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. Background

- 1.1 Upon Oxbridge Learning Limited (company number: 10500633) whose registered address is Sandford Gate, East Point Business Park, Oxford, England, OX4 6LB ("Oxbridge Summers") accepting the Application the Parent(s) and the Student are bound by the following terms and conditions ("this Contract").
- 1.2 The Parent(s) must enter into this Contract on the Student's behalf (and both the contracting Parent(s) and the Student shall be party to this Contract).

2. Basis of contract

- 2.1 The submission of the Application constitutes an offer by the Parent(s) to purchase Services in accordance with this Contract.
- 2.2 The Application shall only be deemed to be accepted when Oxbridge Summers issues written acceptance of the Application at which point and on which date this Contract shall come into existence ("Commencement Date").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Oxbridge Summers's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Contract or have any contractual force.
- 2.4 The terms of this Contract apply to the exclusion of any other terms that the Parent(s) and/or the Student seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Payments

- 3.1 **Payment of the Charges.** The Parent(s) shall pay the Charges for the Services in full within 14 days of the Commencement Date in cleared funds by bank transfer or credit or debit card transaction to the bank account nominated by Oxbridge Summers the details of which will be contained in Oxbridge Summers's written acceptance of the Application. Oxbridge Summers shall provide the Parent(s) with confirmation that the Charges have been paid once payment has been received in full from the Parent(s).
- 3.2 **The Parent(s)' deposit.** £300 as a proportion of the Charges paid shall be deemed to amount to a non-refundable deposit ("Deposit") which will not be refundable by Oxbridge Summers on termination of this Contract unless otherwise expressly stated in this Contract. If, on termination of this Contract, the Charges (in whole or in part) are refundable to the Parent(s) in accordance with the terms of this Contract then Oxbridge Summers shall be entitled to deduct from the refundable Charges any reasonable management costs it incurs in dealing with the cancellation of the Student's attendance on the Course and in dealing with the repayment of the refundable Charges.
- 3.3 **Payment of the Emergency Cash Advance.** In addition to the payment of the Charges, the Parent(s) shall pay the Emergency Cash Advance of £300 to Oxbridge Summers in full within 14 days of the Commencement Date in cleared funds by bank transfer or credit or debit card transaction to the bank account nominated by Oxbridge Summers the details of which will be contained in Oxbridge Summers's written acceptance of the Application. During the term of this Contract, Oxbridge Summers shall transfer the Emergency Cash Advance (in whole or in part) to the Student in the event that the Student is unable to access monies on his own behalf and in accordance with the requirements concerning the transfer of the Emergency Cash Advance as set out in Rules & Regulation. Upon expiry or termination of this Contract, Oxbridge Summers shall retain any proportion of the Emergency Cash Advance that it has not transferred to the Student unless the Parent(s) request that such proportion of the Emergency Cash Advance is transferred to the Parent(s), in which case Oxbridge Summers shall transfer such proportion of the Emergency Cash Advance to the Parent(s) without undue delay.
- 3.4 **VAT.** The Charges, as set out on Oxbridge Summers's website, are inclusive of value added tax chargeable from time to time ("VAT").

4. Right to cancel within 14 days of the Commencement Date

- 4.1 The Parent(s) have the right to cancel this Contract, without giving any reason, within 14 days of the Commencement Date ("Cancellation Period").
- 4.2 To exercise the right to cancel, the Parent(s) shall inform Oxbridge Summers of their decision to cancel this Contract by a clear written statement sent by email to admissions@oxbridgesummers.com or by post to Sandford Gate, East Point Business Park, Oxford, England, OX4 6LB.
- 4.3 If the Parent(s) cancel this Contract in accordance with this Clause 4, Oxbridge Summers shall reimburse to the Parent(s) the full amount of the Charges (including the Deposit) and the Emergency Cash Advance. The reimbursement shall be made without undue delay and not later than 14 days after the day on which Oxbridge Summers receives the Parent(s)' decision to cancel this Contract. Unless otherwise agreed by the parties, Oxbridge Summers shall make the reimbursement to the bank account the details of which are set out in the Application; in any event, the Parent(s) will not incur any additional fees as a result of the reimbursement.
- 4.4 If the Parent(s) and/or the Student expressly requests that Oxbridge Summers supplies the Services before the end of the Cancellation Period (including by booking a course which commences during the Cancellation Period), the Parent(s) shall pay Oxbridge Summers an amount of the Charges which is proportionate to the Services which have been performed up to the point at which Oxbridge Summers receives the Parent(s)' communication of cancellation of this Contract (including, without limitation, the amount of the Deposit).

5. Cancellation and termination

This Clause 5 shall apply to any cancellation by the Parent(s) and/or the Student not falling within Clause 4 and shall be without prejudice to that clause. No purported cancellation shall be of effect unless it is legible, written in English and given in writing by email to admissions@oxbridgesummers.com or by post to Sandford Gate, East Point Business Park, Oxford, England, OX4 6LB. Any cancellation in accordance with this Clause 5 shall be effective from the date on which Oxbridge Summers receives notice of such cancellation from the Parent(s) and shall be on the following terms:

5.1 Repayment of the Charges

If the Parent(s) and/or the Student cancels this Contract in accordance with this clause 5, then, unless expressly stated otherwise in this clause 5 and provided the Parent(s) and/or the Student are not otherwise in breach of the terms of this

Contract, Oxbridge Summers shall repay the Charges and the Emergency Cash Advance to the Parent(s) in full with the exception of the Deposit, which is non-refundable and which shall not be repaid to the Parent(s).

5.2 Cancellation by Oxbridge Summers before the start date of a Course

Oxbridge Summers reserves the right to cancel the Course by giving notice to the Parent(s) and/or the Student owing to insufficient demand. If such cancellation does not fall within the circumstances provided for in Clause 12, Oxbridge Summers shall refund any Charges paid (including, for the avoidance of doubt, the Deposit).

5.3 Postponement

The Parent(s) shall not be entitled to postpone the Course or carry forward the Charges paid to a subsequent course at a later date. For the avoidance of doubt, this Clause 5.3 shall remain applicable whatever the reason given for requesting a postponement or carrying forward the Charges paid including, without limitation, illness arising before or during the Course.

5.4 Cancellation before the start date of the Course for medical reasons

In the event of the Student becoming ill before the start date of the Course and being unable to attend the Course or any part of it in consequence thereof, Oxbridge Summers shall repay the Charges and the Emergency Cash Advance to the Parent(s) in full with the exception of the Deposit, which is non-refundable and which shall not be repaid to the Parent(s). As such the Parent(s) and/or the Student are strongly advised to take out insurance against the possibility of needing to cancel the Course or any part of it at any time.

5.5 Cancellation during the course for medical reasons

In the event of the Student becoming ill during the Course no refund of the Charges will be made. As such the Parent(s) and/or the Student are strongly advised to take out insurance against the possibility of needing to cancel the Course or any part of it at any time.

5.6 Transfer of place and re-application of monies paid

Without prejudice to Clause 23, the Student may not transfer their place on the Course to another person or request that any Charges paid be applied in discharge (whether whole or partial) of charges or other sums owed by another student. For

the avoidance of doubt, this Clause 5.6 shall apply whatever the reason given for requesting a transfer of a place or re-application of monies paid, including illness arising before or during the Course.

5.7 **Absence without cancellation**

The Student shall not under any circumstances (save in accordance with the procedures set out in the Rules & Regulations) absent himself from the Campus or withdraw himself from the Course without having made a written cancellation in accordance with this Clause 5.

6. **Termination**

6.1 Oxbridge Summers shall be entitled forthwith to terminate this Contract by written notice to the Parent(s) if:

(a) payment of the Charges and/or any other monies owing to Oxbridge Summers have not been paid by the due date for payment; or

(b) without prejudice to Clause (a)6.1(a) the Student and/or the Parent(s) and/or the Student commit any material breach of the provisions of this Contract (including, without limitation, circumstances in which Oxbridge Summers considers in its absolute discretion that the Student has infringed any of the Rules & Regulations) and (if such a breach is remediable in the reasonable opinion of Oxbridge Summers) the Parent(s) and/or the Student fail to remedy the same within 14 days (where the breach has occurred prior to the start date of the Course) or within 24 hours (where the breach has occurred on or after the start date of the Course) of that party being notified in writing to do so.

6.2 Any waiver by Oxbridge Summers of any breach of any provision of this Contract shall not be considered a waiver of any subsequent breach of the same or any other provision hereof.

6.3 The rights to terminate this Contract conferred by this Clause 6 shall be without prejudice to any other right or remedy of Oxbridge Summers in respect of the breach concerned and any other breach.

7. **Consequences of termination**

7.1 From the Commencement Date the Student is committed to taking up the place on the Course and paying the Charges as such the repayment of the Charges following cancellation or termination shall be treated solely in accordance with

Clauses 4 and 5.

7.2 Oxbridge Summers accepts no responsibility for any loss or damage suffered by the Parent(s) and/or the Student as a result of termination of this Contract pursuant to Clause 6.1, including the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.

7.3 Following the date of termination of this Contract for whatever reason and without prejudice to Clause 7.2 the Student shall be entirely responsible for their return to their home or other next destination at entirely their own cost. Where termination occurs (for whatever reason) after the Course has begun, the Student shall permanently depart the Campuses within 24 hours of the time at which they are informed of this Contract's termination.

7.4 After termination of this Contract (for whatever reason), Oxbridge Summers shall have no further responsibility toward the Parent(s) and the Student under this Contract. Nevertheless, where the Student has not permanently departed the Campuses within the prescribed time under clause 7.3 above, Oxbridge Summers reserves the right, and shall be entitled at its sole discretion but not obliged, to move the Student from the Campus at which they have been resident to another Campus or another location. The Student shall not be entitled or permitted to participate in any courses, lessons or activities at the new (or any other) Campus.

8. **The Parents(s)' and the Student's responsibilities**

8.1 The Parent(s) and the Student jointly undertake to Oxbridge Summers:

(a) to ensure that the terms of the Application are complete and accurate;

(b) to co-operate with Oxbridge Summers in all matters relating to the Services;

(c) provide Oxbridge Summers with such information as the Oxbridge Summers may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(d) if requested by Oxbridge Summers, to provide references in respect of the Student to the reasonable satisfaction of Oxbridge Summers;

(e) that the Student shall behave responsibly and not damage any property belonging to Oxbridge Summers, to any of the Campuses or to any other person;

- (f) indemnify Oxbridge Summers in full against any wilful loss or damage to the premises, furniture or other property of the Campuses or of any other person by the Student;
- (g) not to undertake any activity that may be liable (in the reasonable opinion of Oxbridge Summers) to bring Oxbridge Summers, the Campuses, or other venues (whether or not Course activities are held there) into disrepute;
- (h) to treat the facilities and the premises of the Campuses, other venues (whether or not Course activities are held there) and all other persons with care and respect for the privacy of their residents (where applicable) and not to interfere with or gain access to or attempt to gain access to those parts of the premises of the Campuses or other venues to which public use or access are indicated by the Campus or venue in question to be unauthorised;
- (i) not to smoke at any time while on the Course, in particular not to smoke in any room on the Campuses. In the event of non-compliance with this Clause 8.1(i), smoke detectors may trigger a fire alarm and should the Fire Service levy a fine for unnecessary attendance the right is reserved to pass the full amount of this charge on to the Parent(s);
- (j) without prejudice to Clause 8.1(f) not to commit any act which breaches the criminal law of, or infringes the civil rights of any other person under the laws of, England or any other jurisdiction within the United Kingdom;
- (k) to pay to Oxbridge Summers a charge in respect of a replacement room key in the event of the loss or damage of the original to the value of £50 (excluding VAT);
- (l) to follow all instructions communicated or otherwise published by Oxbridge Summers or on behalf of the Campuses and other venues (whether or not Course activities are held there) with respect to security, health and safety regulations, and personal and public safety; and
- (m) not to affix or attach anything to or otherwise decorate the whole or any part of the Campuses or any other venues (whether or not Course activities are held there).
- 8.2 Oxbridge Summers reserves the right at any time to exclude the Student from the Course and the premises of the Campuses and to terminate this Contract if, in the opinion of Oxbridge Summers, the Student's behaviour is unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the Campuses or elsewhere.
- 8.3 The Student is bound by the Rules & Regulations and such other rules or regulations as may be notified to them whether before or after registration for the Course. Failure to comply with such rules and regulations may result in the termination of this Contract pursuant to Clauses 6 and 7.
- 8.4 Oxbridge Summers reserves the right to refer instances of what it perceives to be obstructive, disruptive, illegal or aggressive behaviour by the Student to the appropriate authorities or security staff of the relevant Campus and/or the local police.
- 8.5 Oxbridge Summers reserves the right not to issue or to rescind the Student's graduation certificate and/or academic reports and other material relating to the Course where the Student has in the opinion of Oxbridge Summers materially breached the terms of this Contract.
- 8.6 The Student shall be required to meet all academic and English language proficiency requirements which Oxbridge Summers has stipulated as prerequisites for participating in the Course in its promotional literature or during the application process. If, in the absolute discretion of Oxbridge Summers, the Student does not meet the English language proficiency requirements for the Course, Oxbridge Summers may at its sole discretion transfer the Student onto one of Oxbridge Summers's English language courses. If, in the absolute discretion of Oxbridge Summers, the Student does not meet the academic requirements for the Course, Oxbridge Summers may at its sole discretion transfer the Student onto another of Oxbridge Summers's courses which it considers the Student is qualified to participate in. In selecting an alternative course, Oxbridge Summers will consult with the Student but will retain absolute discretion over the choice of course.
- 9. Oxbridge Summer's responsibilities**
- 9.1 Oxbridge Summers shall provide the Services using reasonable care and skill.
- 9.2 The Charges include provision to the Student of suitable accommodation. Oxbridge Summers may at its sole discretion allow the Student (or the Parent(s)) to arrange their own accommodation and to attend the Course as a day student. Such arrangements must be notified to Oxbridge Summers and agreed before the Application is submitted, and the Charges may, at the sole discretion of Oxbridge Summers, be adjusted to reflect such alternative accommodation arrangements. In such circumstances Oxbridge Summers will have no responsibility for, or liability in respect of, the Student's

accommodation or meals beyond the arrangements that are agreed between the parties in writing.

Contract is in whole or in part caused by the acts or omissions of the Student and/or the Parent(s).

9.3 Oxbridge Summers gives no guarantee that any request by or on behalf of the Student for particular accommodation arrangements with other students (such as sharing rooms with, or being in adjacent rooms to, another student) can or will be met, and the Student acknowledges that accommodation arrangements may be altered by Oxbridge Summers in its absolute discretion at any time before or during the Course.

9.4 Any request by or on behalf of the Student to be allocated a room with an en-suite lavatory, bathroom, or shower room will be considered by Oxbridge Summers only where it is based upon genuine medical need and has been evidenced by such supporting documentation as Oxbridge Summers may require. Any request by the Student for en-suite facilities on medical grounds shall be made to Oxbridge Summers in writing.

10. Rules & Regulations

10.1 The Student is bound by, and shall at all times comply with, the Rules & Regulations from time to time in force, a copy of which will be made available to all students, and which are in any event available on Oxbridge Summers's website at <http://oxbridgesummers.com/rules-and-regulations> or at such other URL as Oxbridge Summers may choose to make them available.

10.2 By the Parent(s) and the Student submitting the Application the Student confirms that he has read and agrees to abide by the Rules & Regulations.

11. Limitation of liability: The Parent(s)' and the Student's attention is particularly drawn to this clause

11.1 **Scope of limitations in this clause.** The restrictions on liability in this clause 11 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 **Specific exclusions of Oxbridge Summers's liability.** Subject to Clause 11.5, Oxbridge Summers will not accept liability in the following circumstances:

- (a) loss of or damage to the Student's personal belongings; and
- (b) where Oxbridge Summers's failure or breach of this

11.3 **Cap on Oxbridge Summers's liability.** Subject to clause 11.5, Oxbridge Summers's total liability to the Parent(s) and the Student shall not exceed the total Charges payable by the Parent(s) under this Contract.

11.4 **Specific heads of excluded loss.** Subject to clause 11.5, the following types of loss are wholly excluded by the parties:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of or damage to goodwill;
- (d) indirect loss; and
- (e) consequential loss.

11.5 **Liabilities which cannot legally be limited.** Nothing in this Contract limits any liability which cannot legally be limited, including, but not limited to, liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.6 This clause 11 shall survive termination of this Contract.

12. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, which include, without limitation, the following events:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

13. Insurance

- 13.1 Oxbridge Summers shall **not** provide travel insurance for the Student and the Student shall be responsible for obtaining its own insurance policies in accordance with this clause 13.
- 13.2 The Student shall be responsible for maintaining at all times comprehensive insurance to cover all costs and consequences of medical treatment, repatriation, personal accident, damage/theft/loss of personal belongings, legal expenses, recovery of the Charges and flights booked or needed in the event of cancellation or early departure.
- 13.3 If, during the Course or any days spent travelling to or from the Course, the Student is entitled to free-at-the-point-of-delivery medical treatment on the NHS, the Student shall bring with them valid documentation entitling them to access such treatment, such being additional to and not instead of comprehensive insurance as set out in Clause 13.2.
- 13.4 The Student shall provide Oxbridge Summers with proof of the Student's applicable policies of insurance forthwith upon request.

14. Visas

- 14.1 The Student is advised to ensure that they have an appropriate visa for study in the UK covering the Course dates and that the Student can comply with all other UK entry and residence requirements before the start of the Course. It is the Student's responsibility to familiarise himself with visa

requirements and timelines and submit his visa application well in advance of the Course. Provided that the Student can provide Oxbridge Summers with documentary evidence of such submission (if requested by Oxbridge Summers), Oxbridge Summers shall refund the Charges in full within a reasonable period of time if the Student notifies Oxbridge Summers in writing that the Student's application for a visa has been rejected and such rejection is evidenced by the Student in writing. Oxbridge Summers shall be under no obligation to refund the Charges in whole or in part if the Student's has not familiarised himself with visa processing timelines and thus his visa application has not been made in time before the start of the Course, or his visa is has been approved after the start of the Course.

- 14.2 The Student shall comply fully with the immigration laws of the United Kingdom when entering the UK for a course of study.

15. Intellectual property rights

- 15.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Parent(s) and/or the Student) shall be owned by Oxbridge Summers.
- 15.2 Oxbridge Summers grants to the Parent(s) and the Student, or shall procure the direct grant to the Parent(s) and the Student of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to copy the Deliverables (excluding materials provided by the Parent(s) and/or the Student) for the purpose of receiving and using the Services and the Deliverables.

16. Entire agreement

- 16.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

17. Marketing, photography and videos

17.1 Subject to Clause 17.3 the Student agrees to participate in promotional activities undertaken by Oxbridge Summers which include photography, videoing, recording and other such activities.

17.2 These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns.

17.3 Where desired the Student is able to opt out in advance of arrival on campus of involvement in such marketing by sending an email requesting the same to admissions@oxbridgesummers.com or to such other address as may be notified to the Student by Oxbridge Summers from time to time.

18. Press and media

18.1 Subject to clause 18.2, the Parent(s) and the Student shall not during the Course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to Oxbridge Summers or any of its employees, members or workers or its clients or business referrers without the prior written consent of Oxbridge Summers.

18.2 The Parent(s) and the Student may make reasonable use of social media platforms during the term of this Contract, provided that:

- (a) they do so in accordance with this Contract and the Rules & Regulations, and with any applicable laws;
- (b) they do not publish any material which is defamatory, offensive, or illegal;
- (c) if the published material refers, features, or includes the image of any other student, they have the permission of that student to publish it; and
- (d) they comply with the terms of use of any social media platforms which they use, including any terms as to minimum age limits.

18.3 The Parent(s) and/or the Student shall remove or recall any material which has been published immediately upon being asked to do so by or on behalf of Oxbridge Summers insofar as it is within the Parent(s)' and/or the Student's power to do so.

19. Oxbridge Summers's policies and procedures

19.1 The Student shall familiarise himself with information regarding Oxbridge Summers's policies and procedures as presented on Oxbridge Summers's website at <http://oxbridgesummers.com/policies> and as may be updated by Oxbridge Summers from time to time. This webpage contains very important information for the Student to consider carefully prior to enrolling on the Course. The Student accepts, and agrees to abide by, the said policies and procedures, as amended from time to time, set out at the URL stated in this clause (or at such other URL at which Oxbridge Summers may choose to make them available).

19.2 Oxbridge Summers will require the Parent(s) and/or the Student to provide medical and dietary information as part of the Application. If the information given in the Application changes at any time prior to the end of the Course, the Parent(s) and/or the Student shall notify Oxbridge Summers forthwith of any changes.

20. How Oxbridge Summers may use the Parent(s)' and/or the Student's personal information

20.1 **How Oxbridge Summers may use the Parent(s)' and/or the Student's personal information.** Oxbridge Summers may be able to make bookings with third party suppliers on a "no names" basis so as to avoid passing on the Parent(s)' and/or the Student's personal information (where this is not possible, the Parent(s) and the Student will be informed). However, Oxbridge Summers still needs to use the personal information provided by the Parent(s) and/or the Student:

- (a) to supply the Services;
- (b) to process the payment for the Services; and
- (c) if the Parent(s) and/or the Student agreed to this during the application process, to give the Parent(s) and/or the Student information about similar Services that we provide, but the Parent(s) and/or the Student may stop receiving this at any time by contacting Oxbridge Summers.

20.2 **Oxbridge Summers will collect and use the Parent(s)' and/or the Student's personal information in accordance with Oxbridge Summers's detailed privacy policy**, which is available on request and is accessible at the following URL: <http://oxbridgesummers.com/privacy-policy>.

21. Complaints procedure

The Parent(s) and/or the Student are entitled to make a complaint by following the complaints procedure

documented on Oxbridge Summers's website at <http://oxbridgesummers.com/procedures>.

22. Oxbridge Summers and the University of Oxford and the University of Cambridge

Oxbridge Summers is not part of or otherwise affiliated to the University of Oxford or the University of Cambridge. Oxbridge Summers may contract with institutions including the University of Oxford and the University of Cambridge for the use of their facilities and may also contract with tutors from those institutions but does not operate under the aegis of the University of Oxford or the University of Cambridge. Oxbridge Summers is not affiliated in any way with the University of Oxford or the University of Cambridge or any of their constituent colleges.

23. Assignment

23.1 The Parent(s) and the Student shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of Oxbridge Summers.

23.2 Oxbridge Summers may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.

24. Notices and service

24.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent by first class pre-paid post or email, in the case of Oxbridge Summers at the addresses stated in Clause 5, and in the case of the Parent(s) and the Student at their addresses as stated in the Application.

24.2 Any notice delivered by hand shall be deemed to have been received on signature of a delivery receipt.

24.3 Any notice sent by pre-paid first class post shall be deemed to have been received at 9.00am on the second Business Day after posting.

24.4 Any notice sent by email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

24.5 This clause 24 does not apply to the service of any

proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

25. Third party rights

The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Contract and nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this Contract.

26. No relationship of partnership, agency, or employment

Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties or any other person.

27. Variation

Except as set out in this Contract, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

28. Severance

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 28 shall not affect the validity and enforceability of the rest of the Contract.

29. Continuing obligations

Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

30. Joint and several liability

30.1 The Parent(s) and the Student (**Co-obligors**) shall be jointly and severally liable for their obligations under this agreement.

30.2 Oxbridge Summers may take action against, or release or compromise the liability of, a Co-obligor, without affecting the liability of any other Co-obligor.

31. Governing law and jurisdiction

This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

32. Definitions and interpretation

In this Contract the following words and phrases shall bear the following meanings:

32.1 "the Application" means the Parent(s)' and the Student's application for Services as set out in the Parent(s)' and the Student's application form.

32.2 "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

32.3 "the Campuses" means the venues where the Student is resident or taught during the Course, being one or more of those bodies or institutions listed in the Schedule and "Campus" means any one of them.

32.4 "the Charges" means the charges payable by the Parent(s) and/or the Student for the supply of the Services as set out on Oxbridge Summers's website and confirmed in Oxbridge Summers's written acceptance of the Application.

32.5 "this Contract" means the terms and conditions contained herein.

32.6 "the Course" means the programme to be provided by Oxbridge Summers, as described on Oxbridge Summers's website and as detailed in the Application, which is the subject matter of this Contract, together with all its associated activities and arrangements.

32.7 "the Deliverables" means the deliverables produced by Oxbridge Summers for the Parent(s) and the Student as part of the supply of the Services.

32.8 the "Emergency Cash Advance" means the sum of £300 that will be paid by the Parent(s) to Oxbridge Summers in accordance with this Contract and which Oxbridge Summers may transfer to the Student (in whole or in part) in accordance with clause 3.3.

32.9 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

32.10 "the Parent(s)" means the parent(s) or legal guardian(s) of the Student.

32.11 "the Rules & Regulations" means Oxbridge Summers's course rules and regulations from time to time in force and which are published in the 'Rules & Regulations' document, available online at <http://oxbridgesummers.com/rules-and-regulations> or at such other way that Oxbridge Summers may choose to make it available.

32.12 "the Services" means the services, including the Deliverables and the provision of the Course, supplied by the Supplier to the Customer as set out on Oxbridge Summers's website and as detailed in the Application.

32.13 "the Student" means the participant in the Course in respect of whom this Contract is made.

32.14 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a clause of, or schedule to, this Contract.

32.15 Clause headings shall not affect the interpretation of this Contract.

32.16 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

32.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

32.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

32.19 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

32.20 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

32.21 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

32.22 A reference to writing or written includes e-mail.

32.23 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

32.24 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

The Campuses:

1. The University of Oxford and/or all or any of its constituent colleges, or any annex centre owned or occupied by any of those colleges.

2. The University of Cambridge and/or all or any of its constituent colleges, or any annex centre owned or occupied by any of those colleges.