



# **TERMS & CONDITIONS 2020**

*THE OXFORD SPIRES SUMMER SCHOOL*



## USEFUL CONTACT DETAILS

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## IMPORTANT INFORMATION

**Websites:** [www.theoxfordspires.co.uk](http://www.theoxfordspires.co.uk)

**Email:** [info@theoxfordspires.co.uk](mailto:info@theoxfordspires.co.uk)

Course information is provided by faculty members and departments, usually by means of course handbooks and information on websites.



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Before signing the Confirmation of Participation form and paying the deposit to the Oxford Spires Summer School ("the School"), enrolling students and their parents (or where applicable legal guardians) must ensure that they fully understand the following terms and conditions ("this Contract"), which is written in English.

A signed copy of the Confirmation of Participation form and successful receipt of the deposit by the School are regarded as acceptance of this Contract.

## **1. DEFINITIONS AND INTERPRETATIONS**

The following definitions and rules of interpretation apply in this Contract.

- 1.1 "the College" means St Edmund Hall of the University of Oxford.
- 1.2 "this Contract" means the terms and conditions contained herein.
- 1.3 "the School" means the Academy of Law and Economics trading as the Oxford Spires Summer School.
- 1.4 "the Student" means a participant in the educational course to be provided by the School.
- 1.5 Except where a contrary intention appears, a reference to a Clause is a reference to a clause of this Contract.

## **2. PARTICULARS**

- 2.1 The School will share the general facilities of the College with College staff and students, other summer school students, other summer school organisations and college conference delegates.
- 2.2 The Student shall provide the School with their full name, address and age, showing any special medical, accommodation or dietary requirements no later than 30 days prior to the start date of the course.

## **3. VARIATIONS**

- 3.1 Save as otherwise expressly provided in this Contract, the School reserves the right to vary the terms of any Clause in this Contract with 30 days' notice to the student.

## **4. DEPOSIT**

- 4.1 The Student shall pay a non-refundable deposit of at least £450 Pounds Sterling, the exact figure to be stated in the acceptance letter, in order to secure their registration for the course booked
- 4.2 Upon successful receipt of the deposit by the School from the Student or on the Student's behalf, the Student communicates their acceptance of this Contract and this Contract shall come into and be of effect.



## 5. BALANCE PAYMENT

- 5.1 The sum of 100% of the remaining balance of the course fees as adjusted in accordance with Clause 4 shall be paid by the Student to the School no later than 60 days before the start date of the course booked.
- 5.2 If any amount remains unpaid after its due date, then without limiting the School's other rights or remedies, the Student shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of Barclays Bank plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 5.3 All payments shall be made by the Student to such bank account as the School may from time to time notify the Student.
- 5.4 Prices are subject to change and reasonable notice will be given of any such change.
- 5.5 In the event that the Student registers less than 60 days before the start date of the course, they shall pay on registration the full amount of the course fees which is the combined total of the deposit and the balance payment.

## 6. CANCELLATIONS, TERMINATIONS AND REFUNDS

No purported cancellation shall be of effect unless in writing (by email or postal mail) in legible and unambiguous English and actually received by the School. Any such cancellation shall be of effect only from the date on which it is actually received by the School in writing (if by email at [info@theoxfordspires.co.uk](mailto:info@theoxfordspires.co.uk), if by postal mail at 1 Kittiwake Court, 4 Great Dover Street, London, SE1 4XR, United Kingdom) and shall be on the following terms:

### 6.1 DEPOSIT

No refund of the deposit will be made under any circumstances, unless the School subsequently awards the Student a full scholarship. A non-refundable administration fee of £50 Pounds Sterling will be applicable to Students who have been awarded a full scholarship.

### 6.2 CANCELLATIONS BEFORE START DATE

For the remaining balance of the course fees, the following terms shall apply:

Date	% Refund
Up to April 1	100
April 2 - May 15	50
May 16 to June 1	10
June 2 onwards	0



All refunds shall be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by the School, as well as after deduction of an administration fee of £100 Pounds Sterling.

### **6.3 CANCELLATIONS OR TERMINATIONS ON OR AFTER START DATE**

Where a cancellation or termination of a course occurs on or after the start date for any reason and whether by the Student or by the School, the Student shall receive no refund of any course fees already paid or incurred.

### **6.4 VISA REJECTIONS**

The student is referred to Clause 19 for terms in relation to visa rejections.

### **6.5 INSURANCE**

The Student is required to take out comprehensive insurance at his or her own cost to cover himself or herself, including health, contents and travel insurance, which will insure him or her against, but not limited to, issues such as flight costs and course fees incurred in the event of cancellations, theft of personal items, medical treatment, repatriation, personal accident, public liability and legal expenses.

The Student is referred to Clause 18 for further terms in relation to insurance.

### **6.6 POSTPONEMENT**

The Student may not postpone their registration or carry forward their fees paid to a subsequent course at a later date. For the avoidance of doubt, this Clause 6.6 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of course fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the course.

### **6.7 CANCELLATIONS BEFORE 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, no refund of any fees will be made save as provided in Clauses 6.1 and 6.2.

### **6.8 CANCELLATION DURING THE COURSE FOR MEDICAL REASONS**

In the event of the Student becoming ill during the course no refund of any fees will be made.

### **6.9 TRANSFER OF FEES TO ANOTHER STUDENT**

The Student may transfer their registration or transfer their fees to another student. For the avoidance of doubt, this Clause 6.9 shall remain applicable whatever the reason given for requesting a transfer of course fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the course.



## 7. TERMINATION

- 7.1 The School has a **zero-tolerance policy** and shall be entitled to terminate this Contract by written notice to the Student if:
- a) payment of 100% of the total balance has not been made by at least 60 days before the start date of the course;
  - b) without prejudice to Clause 7.1(a), the Student commits any breach of the provisions of this Contract prior to the start date of the course, and fails to remedy the breach within 14 days after the giving of a written notice particularising the breach and requiring the same to be remedied; and/or
  - c) without prejudice to Clause 7.1(a), the Student commits any breach of the provisions of this Contract, in particular the Students' responsibilities as set out in Clause 9, on or after the start date of the course.
- 7.2 For the purpose of Clause 7.1(b) a breach shall be considered capable of remedy if the Student can comply with the provision in question in all respects other than as to time and performance (provided that time and performance is not of the essence).
- 7.3 Any waiver by the School of any breach of any provision of this Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- 7.4 The rights to terminate this Contract conferred by this Clause 7 shall be without prejudice to any other right or remedy of the School in respect of the breach concerned and any other breach.

## 8. CONSEQUENCES OF COMPLETE OR PARTIAL TERMINATION

- 8.1 Upon registration for a course by payment of a deposit the Student is committed to taking up the place on the course and paying the full course fees as provided for in Clauses 4 and 5 and requests for refunds following cancellation or termination after a course has started shall be treated solely in accordance with Clause 6.
- 8.2 The School accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 7.1, including but without limit to, the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.
- 8.3 Following the point of termination pursuant to Clause 7.1(c), the Student's parents shall be immediately informed and the Student shall be booked onto a flight, or any other means of transportation as appropriate, to return to their home or any other destination agreed in advance between the School and the Student's parents, the next day at his/her own cost.
- 8.4 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have further obligations to the other under this Contract following termination except as provided in Clause 27.



## **9. THE STUDENT'S RESPONSIBILITIES**

### **9.1 The Student undertakes with the School:**

- a) if requested by the School to provide satisfactory references in respect of the Student;
  - b) to behave responsibly and not to damage any property belonging to the School or to the College or to any other person;
  - c) to fully indemnify the School against any loss or damage to the premises, furniture or other property of the College or of any other person by the Student or ensuing as a reasonably (in the opinion of the School) foreseeable consequence of any act or omission of the Student and to indemnify the School against any and all claims or costs in respect thereof;
  - d) not to undertake any activity that may be liable (in the opinion of the School) to bring the School, the College, or other venues (whether or not course activities are held there) into disrepute;
  - e) to treat the facilities and the premises of the College, 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 interfere with or gain access to or
  - f) attempt to gain access to those parts of the premises of the College or other venues to which public use or access are indicated by the College or venue in question to be unauthorised;
  - g) not to smoke in any room on the College. In the event of noncompliance, smoke detectors may trigger the alarm, and should the Fire Service levy a fine for unnecessary attendance, the right is reserved to pass this charge to the Student;
  - h) without prejudice to Clause 9.1 (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;
  - i) to pay to the School 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 Pounds Sterling;
  - j) to follow all instructions communicated or otherwise published by or on behalf of the College 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
  - k) not to affix or attach anything to or otherwise decorate the whole or any part of the College or any other venues (whether or not course activities are held there)
- 9.2 As provided in Clauses 7 and 8, the School reserves the right at any time to exclude from the course and the premises of the College and terminate this Contract in respect of any Student whose behaviour is, in the opinion of the School, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the College or elsewhere.
- 9.3 The School reserves the right to refer instances of what it perceives to be obstructive, disruptive or aggressive behaviour by the Student to the





appropriate authorities or security staff of the relevant College and/or the local police.

- 9.4 The School reserves the right not to issue or to rescind the Student's graduation certificate where the Student has in the opinion of the School breached any or all of the terms contained in this Contract.
- 9.5 Without prejudice to any other provision of this Contract, the Student shall at all times indemnify and keep indemnified the School against all expenses, costs, claims, damage and loss arising from or in connection with any act or omission of the Student.

## **10. LIMITATION OF LIABILITY**

- 10.1 The School shall not be liable to the Student for any damages, loss, costs, expenses claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from negligence of the School, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.
- a) loss of or damage to personal belongings whether or not caused by the School's negligence;
  - b) if the failure or breach of this Contract is in whole or in part the fault of the Student;
  - c) if the failure or breach of this Contract is the fault of someone else not connected with the provision of the premises at which the Student is staying;
  - d) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond the School's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
  - e) if the failure or breach of this Contract is in whole or in part attributable to any event which the School or the supplier of any service, even with all reasonable care, could not foresee or forestall.
- 10.2 Without limiting the generality of this Clause 10 or of the Contract as a whole, the School will not accept liability in the following circumstances:
- 10.3 Where the School makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to the School or its insurers any rights it may have to pursue any other third party. The Student must thereafter provide the School and its insurers with all assistance required.

## **11. FORCE MAJEURE**

Without prejudice to Clause 10, the School shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract



arising out of circumstances beyond its control, which it has notified at any time to the Student including but not limited to:

- (a) occurrences or threatened or suspected occurrences of activities of suspected terrorists;
- (b) human or animal disease;
- (c) fire or floods;
- (d) disruption to air traffic;
- (e) withdrawal or non-availability of services or facilities by any third party; and/or
- (f) discretion of any competent local or national authority or fear of any such.

## **12. ASSIGNMENT**

- 12.1 This contract is personal to the Student who may not assign or dispose of any of their rights hereunder or sub-contract or otherwise delegate any of their obligations hereunder.
- 12.2 The School shall be entitled to assign the benefit and/or burden of this Contract to any person or company without requiring any consent of the Student.

## **13. NOTICES AND SERVICE**

- 13.1 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) to the other party at their address as stated in the last communication received from them.
- 13.2 Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepared and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.
- 13.3 Any notice or other information sent by email or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided that a confirming copy thereof is sent by first class pre-paid post to the other party within 24 hours after transmission.
- 13.4 Service of any legal proceedings concerning or arising out of this Contract may be effected by causing the same to be delivered to any address provided by the Student or his/her parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

## **14. GOVERNING LAW AND JURISDICTION**

- 13.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.



- 13.2 The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

## **15. 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 terms of this contract.

## **16. GENERAL**

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 School and the Student or any other person. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this Contract are for convenience only and shall not affect its interpretation.

## **17. ALTERATIONS**

The School reserves the right to make alterations without prior warning to their academic and extracurricular timetables depending on the availability of lecturers and other staff and other factors.

## **18. INSURANCE**

- 18.1 It is compulsory for the Student to be at all times comprehensively insured to cover all costs and consequences of medical treatment, repatriation, personal/public liability, personal accident, damage/theft/loss of personal belongings, legal expenses, recovery of course fees and flights booked or needed in the event of cancellation or early departure.
- 18.2 EU nationals shall bring valid documentation entitling them to free-at-the-point-of-delivery medical treatment on the UK National Health Service such being additional to and not instead of comprehensive insurance as set out in Clause 18.1.

## **19. VISAS**

- 19.1 Should a Student require a visa to travel to the UK, the School will, upon receipt of the deposit payment (or receipt of full course fees if booking is made less than 60 days before the start of the course) issue a Visa Support Letter for a child visitor or study visit visa application.
- 19.2 If the child visitor or study visit visa application is refused, then provided we receive a valid visa refusal letter, a full refund will be issued, less the deposit



and a £100 Pounds Sterling administration fee. No refund will be given in the instance where one or more of these criteria is not met:

- a) the visa application must be made with sufficient time prior to the arrival date to allow for the length of application time as indicated by the UK Visas and Immigration;
- b) all necessary documentation must be provided as indicated by the UK Visas and Immigration; and/or
- c) the parent/guardian must be able to demonstrate that all necessary steps were taken to obtain the correct visa.

## **20. REPRESENTATION**

The Student undertakes with the School:

- a) not to make trade mark use of any name, trade mark or logo of the School or the Academy of Law and Economics Limited; and
- b) not to make trade mark use of any name, trade mark or logo of any of the College or other venues (whether or not course activities are held there).

## **21. COMMUNICATION OF THIS CONTRACT**

- 21.1 The School shall communicate to the Student the terms contained in this Contract in several ways in order to ensure that such terms are successfully received and understood.
- 21.2 Specifically this Contract will be:
  - a) presented every day online on our website at [www.theoxfordspires.co.uk](http://www.theoxfordspires.co.uk) as a link which may be viewed and printed off in full at any time; and
  - b) presented together with the Confirmation of Participation form which must be signed by the Student signaling agreement.
- 21.3 If the Student is not prepared to be bound by the terms of this Contract they must notify the School in writing immediately after the first communication to them of this Contract and the registration will be cancelled at that point and any money paid refunded subject to Clause 6.

## **22. MARKETING, PHOTOGRAPHY AND VIDEOS**

- 22.1 Unless advised in writing on the contrary by the Student or parent (or where applicable the legal guardian), the Student agrees to participate in promotional activities undertaken by the School which include photography, videoing, recording and other such activities.
- 22.2 These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns.



## **23. PRESS/MEDIA**

The Student shall not during their course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to the School or any of its employees, members or workers or its clients or business referrers without the prior written consent of a director of the School and shall remove or recall all such material which has been so published immediately upon being asked to do so by or on behalf of the School insofar as it is within the Student's power to do so.

## **24. COMPLAINTS PROCEDURE**

The Student is entitled to make a complaint by following the complaints procedure documented on the School's website at [www.theoxfordspires.co.uk](http://www.theoxfordspires.co.uk) as well as in the Parent and Student Handbook.

## **25. ABOUT THE OXFORD SPIRES SUMMER SCHOOL ("THE SCHOOL")**

The School is a project of the Academy of Law and Economics Limited, a company incorporated in England under company number 10145883 with its registered office at 71-75 Shelton Street, Covent Garden, WC2H 9JQ, UK. The School contracts with the Campus for the use of their facilities but is not a part of and does not operate under the aegis of any of the Campus.

## **26. THE SCHOOL AND THE UNIVERSITY OF OXFORD**

It is important to be clear that the School is not part of or otherwise affiliated to the University of Oxford. The School contracts with the University of Oxford for the use of their facilities and also contracts with tutors from those institutions but does not operate under the aegis of the University of Oxford.

It should also be noted that the School is not affiliated in any way with the Campus at which our programme operates.

## **27. CONTINUING OBLIGATIONS**

27.1 The following provisions of this Contract shall survive expiry at termination of this Contract howsoever they arise and shall continue in force indefinitely:

Clause 5 (Balance payment), Clause 7.4 (Termination), Clause 8 (Consequences of complete or partial termination), Clause 9.1(c) and (h) (The Student's responsibilities), Clause 10 (Limitation of liability), Clause 14 (Governing law and jurisdiction), Clause 20 (Representation), Clause 22 (Marketing, photography and videos), Clause 24 (Complaints procedure).



## **28. VALUE ADDED TAX (VAT)**

All prices stated by the School in its electronic and paper-marketing materials are inclusive of VAT.