



Terms & Conditions

For students enrolling on courses at

Oxford Business College

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| | <p>Student Handbooks</p> <p>Academic Appeals Policy</p> <p>Student Concerns and Complaints Policy</p> <p>Academic Misconduct Policy</p> <p>Student Privacy Notice Policy</p> <p>Student Code of Conduct & Disciplinary Policy</p> <p>Fitness to Study Policy</p> <p>Data Privacy Notice and Consent Policy</p> <p>Tuition Fee, Refund and Compensation Policy</p> <p>Student Protection Plan</p> |
| External reference: | <p>Competition and Markets Authority (CMA) Higher Education Providers: Consumer Law.</p> <p>Core Practice Q1:</p> <p><i>The provider has a reliable, fair and inclusive admissions system.</i></p> <p><i>Information provided to prospective students for recruitment and widening access purposes supports students in making informed decisions.</i></p> <p>2018. Article 51 GDPR</p> |
| Audience: | Students, Staff & the General Public |

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1 Introduction

The following Terms and Conditions are for courses run independently by Oxford Business College (OBC). Applicants for a programme leading to an award from one of our University partners are considered students of that institution. In these cases applicants should refer to the Terms and Conditions provided by the University partner once an offer letter has been received from that University.

2 Purpose

These Terms and Conditions are provided so that you know all the details about your relationship with the College when you join one of our courses. When you accept an offer to join a course at the College, it means you have read these Terms and Conditions. This also means that there is a legally binding contract between you and the College.

3 Aims & Objectives

The main aims of these Terms & Conditions are to ensure:

- Students know and understand the details of their relationship with the College and the University partner
- Students have the opportunity to change their mind about joining a course once they know the legally binding terms of their relationship with the College and the University partner

The College complies with the expectations of the UK Consumer and Markets Authority (CMA) by making sure our Terms and Conditions meet the following objectives:

- Include rules and regulations that are clear and transparent
- Strike a fair balance between the rights and obligations of students and the rights and obligations of the College and the University partner
- Make it very clear to students if there are any surprising or essential terms that they need to know about
- To be fair to all applicants and students

4 Scope

As noted in the introduction, these Terms and Conditions are only for students who are enrolled, or who wish to enrol on one of our partner provided courses. Currently these include the following:

- Buckinghamshire New University
- University of West London
- Ravensbourne University

If a student wishes to ask questions about any courses, they should contact Admissions admissionsuk@oxfordbusinesscollege.ac.uk at the College for help and support.

5 Key Documents

You must read all of these Terms and Conditions carefully before you accept the offer to study on a course. When you accept an offer to study at the College, it means you have agreed to these Partner University Terms & Conditions, in addition to the College's:

- An Offer Letter from the College and partner's enrolment terms and conditions
- The Learning Agreement
- The Tuition Fee, Refund and Compensation Policy
- The Acceptance of a Place Form
- The College Policies and Procedures available on the College website particularly on Non-Academic Student Discipline, Academic Misconduct and Attendance and Engagement

When enrolled on a course at the College, it means you are agreeing to these Terms and Conditions. A legally binding contract between you and the College is formed when you accept the offer of a place by sending us the Acceptance of a Place Form.

6 Definitions

Oxford Business College, the College, OBC, or We or Us (Our for belonging to Us) means:

Oxford Business College a company registered in England and Wales (company number: 05995060), as now or in the future constituted (and any successor).

Full Business Name: Oxford Business College UK Ltd

Address: 1st Floor, 65 George St, Oxford, Oxfordshire, OX1 2BQ

Contact: Telephone on +44 (0) 1865 791908

You or Your or the Student means the person who has been offered a place at the College and has completed and signed the Acceptance of Offer Form.

Admission occurs when you accept the offer of a place and are entitled to enrol as a student at the College.

Enrolment means you have accepted an offer to join a course, submitted a completed Acceptance of Offer Form and attended the course Induction.

Re-enrolment occurs annually and requires enrolled students to confirm the continuation of their studies at the College before a published deadline.

Deferral means that you have been accepted on a course, but you want to start it at a later date. You need permission from the College for a deferral. You can only defer your course to the start of a term up to a maximum of one academic year.

Entry means that you have attended a course for the first time according to these terms and conditions.

Self-funded students are students who fund their studies by themselves. They pay their fees or the first instalment of their fees before they start the course and do not receive any finance from Student Finance England (SFE).

Funded students are students who receive a loan from Student Finance England (SFE) for their Tuition Fees.

Tuition Fees

These are the amount of money you need to pay to cover the costs of your Tuition at the College.

Sponsored Students

These are students who have their Tuition Fees paid by someone who is not a member of their family or a friend. This could be a company, charity or a government official from their country.

Franchise and Validated courses

You may be enrolled as a student of the awarding body, in which case you may be expected to adhere by the awarding body's own terms and conditions in addition to these Terms, depending on the validation or franchise agreement in place for your programme. In the event of a conflict

between these Terms and those of the awarding body, the terms of the awarding body shall always take precedence.

7 Equality, Diversity & Inclusion

The College is committed to harnessing the benefits of diversity and inclusion by creating a diverse community of students and staff where everyone is treated fairly and equally. No form of discrimination is tolerated. Please see the College's Equality and Diversity Policy for more details.

We provide all people with an equal opportunity to apply for and enrol on a course at the College. Anyone who needs additional support should ask a member of staff and we will do what we can to help you. This includes making reasonable adjustments for people with disabilities or learning difficulties.

In accordance with the protected characteristics of the Equality Act 2010, the College does not discriminate against anyone on the grounds of age, differing abilities, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief (including lack of belief), sex, and sexual orientation.

8 Admission & Enrolment

8.1 Offer Letter

If your application to enrol on a course is successful, we will give you an Offer Letter. The Offer Letter tells you which course you can join and what you need to do to enrol on the course. The Offer Letter may include some conditions that you need to meet to enrol on the course.

8.2 Acceptance of a Place Form

If you wish to join the course you have been offered, you will need to complete an Acceptance of a Place Form. After you complete the Acceptance of a Place Form you can enrol on the course.

8.3 Your Agreement

When you complete the Acceptance of a Place Form, you are agreeing to the following:

- These Terms and Conditions
- Signing the Learning Agreement
- The College's Tuition Fee, Refund and Compensation Policy

- A payment plan with agreed payments to the College if you are not funded by Student Finance England (SFE).

8.4 Cancellation of enrolment

We may cancel your enrolment if you:

- Provide incorrect or misleading information
- Fail to meet any of the conditions specified in your offer letter
- Have a relevant criminal conviction contrary to the college's admissions policy
- Fail to pay the required tuition fees (or provide information in relation to payment) as specified in the College's Tuition Fee, Refund and Compensation Policy
- Cannot prove you have the right to study in the UK

8.5 Permission to re-enrol

Normally you will re-enrol at the College or with partner University every time you start a new academic year. However, you may not be allowed to re-enrol if you:

- Are suspended from the College
- Have been withdrawn from the College because you failed to meet academic requirements, or you broke College and partner's University Rules or Policies
- Have committed or been convicted of a relevant criminal offence
- Owe tuition fees to the College or have broken any of rules in the Tuition Fee, Refund and Compensation Policy.

9 Cancellation

9.1 Cooling off period

You have 14 days to cancel your agreement with the College after you have completed the Acceptance of a Place Form. This is called the 'cooling off' period. If you decide to cancel within 14 days of accepting your place on the course, you will receive a refund for any fees you have paid.

9.2 Cancellation of Place Form

If you wish to cancel your course, you must complete a Cancellation of Place Form and email it to admissionsuk@oxfordbusinesscollege.ac.uk

9.3 Refund after cancellation for Self-funded students

If you are self-funded and have paid fees for a course you intend to join, you will have 14 days from when you accept the offer to cancel the course. During this cooling off period the College will refund any payments you have made within 20 days. If you wish to receive a refund, you must provide written confirmation of your wish to cancel using the Cancellation of Place Form or send an email.

9.4 Deferral

You may ask to defer the start of your studies if you have been offered a place on a course. This happens when a student is interested in doing the course but is not able to start until a later date. The College will consider your request to defer your studies up to one academic year only. If the College agrees to let you defer your studies, you may be able to get a refund according to the College the Tuition Fee, Refund and Compensation Policy.

A student cannot defer their studies until they receive written agreement from the College and partner University. The College may defer or refuse a place for a student if the course for the unit is full.

9.5 Withdrawal

If you decide to withdraw from the course after the 14-day cooling off period, you will need to follow the College's termination procedures and you may not be able to get a refund.

If your attendance and engagement are poor, you may be removed from the course. You will receive warnings about your attendance and engagement before you are withdrawn. Please see the Attendance and Engagement Policy

10 Our Obligations

10.1 Guarantee of Quality

The College aims to provide students with the best learning and teaching experience possible. The College will ensure that it meets the standards of learning and teaching expected by all UK bodies that regulate the quality of higher education. The College will do everything we can to ensure that

the quality of the education we provide is higher than required or expected by regulatory bodies and is continuously improving.

The College cannot guarantee that every student will be able to get the results they want or expect. This is because student success does not only depend upon the effort of the College or the quality of teaching. Student success also depends upon the hard work and commitment given by each student to ensure that they learn. Students who do not work hard enough or show the right level of commitment cannot expect to pass the course.

10.2 Student Protection Plan

The College makes plans so that students will be able to complete their course at the College. However, there could be some events like a pandemic that can make it difficult for the College to run its courses normally. The College Student Protection Plan (SPP) considers all risks that could affect a course. College makes plans to ensure students will be able to complete their course at the College or at an alternative College if there is an unexpected crisis. A copy of the SPP can be found on the College website. If a student is studying on a partner University course, the partner SPP will take precedence.

10.3 Course variation

The College always aims to run the course that it advertises on its website and in any other published material. The College will not make any changes to its courses unless it is necessary for the benefit of students. The College will listen to student feedback and try to make changes they ask for when possible. Changes the College may need to make include updating the curriculum, making staff changes or changing the weekly timetable. If the College has to make very big changes e.g. if the College is unable to run a particular course the student has enrolled on, students will be allowed to leave the course (withdraw) and there will be no financial penalty.

10.4 Class Time Timetable

The College will provide students with their annual programme of study and a termly timetable for every term. The College will only make a change to the timetable if it has to in order to benefit students. The College will inform students by email at least one week before making any small changes to the timetable such as changes the lesson hours. The College will inform students by email at least three weeks before making any big changes to the course such as changes to unit and the course content.

Course Outline

You will be given a Course Outline when you apply for the course. The Course Outline will give you the full academic calendar and the dates for each term you will study. The Course Outline will also give you details about the units you will study including all the learning outcomes. The Course Outline will also give you some information about the methods of learning, teaching and assessment on the course.

10.5 Course Closures

In the event that the College is unable to continue to deliver your course, we will try to find you a place at another partner provider that offers the same course. If the course you are doing closes, you will be able to withdraw without financial penalty. You may also be able to get compensation according to the College's Tuition Fee, Refund and Compensation Policy.

10.6 Policies and Procedures

The College complies with Consumer Protection Legislation. If the College makes changes to its policies or procedures, it will make sure all students are informed about the changes.

11 Your Obligations

11.1 Behaviour

When you enrol on a course, you agree to treat all members of the College community with dignity and respect. You agree to behave in accordance with the expectations set out in the College's policies and procedures on the College website. You also understand that the College may take disciplinary action against you if you fail to comply with acceptable behaviour and relevant College policies. Please also see the Fitness to Study procedure on the College website, which explains where the College may feel that studying right now may not be the best option for you.

11.2 Important Policies for Students

Please make sure that you read the following policies and procedures:

- Admissions Policy
- Student Charter
- Attendance and Engagement Policy

- Student Handbooks¹
- Academic Appeals Policy
- Student Concerns and Complaints Policy
- Academic Misconduct Policy
- Student Code of Conduct and Student Disciplinary Policy
- Student Privacy Notice Policy
- Student Support & Welfare Policy
- Learning, Teaching & Assessment Strategy
- Student Council Terms of Reference & Guidance Handbook
- Fitness to Study Policy
- Data Privacy Notice and Consent Policy
- Tuition Fee, Refund and Compensation Policy
- Student Protection Plan

In particular, make sure you read about Extenuating Circumstances and Plagiarism in the Student Handbook and Academic Misconduct Policy.

11.3 Contact details

When completing the Offer of Acceptance, you agree to monitor your College email account regularly, which you will be provided with after enrolment. It is vital that you check your College email address for all communications so that are kept up to date. You also agree to keep the College up to date with your contact information, and to notify us immediately if your contact details change.

11.4 Attendance

¹ There is a General Student Handbook and a specific Student Handbook for each programme of study.

When you enrol on a course, you agree to attend and participate in all of your scheduled teaching and assessment activities. This is set out in our *Attendance and Engagement Policy*. In addition to the hours you need to attend classes, you are expected to study independently. You will see how many independent study hours you need to do by reading the Student Handbook or Course Outline.

11.5 Learning Difficulties or Medical Conditions

If you know that you have any learning difficulty or medical condition that can affect your ability to study, you should inform the College when you apply for the course. The College will do everything it can to make reasonable adjustments so that students with learning difficulties or medical conditions can enrol on a course.

However, the College may withdraw a student from the College if the College is unable to meet the specific needs of the student. Before taking any action, the College will discuss all the options with the student. The College will also take professional advice where possible before deciding.

11.6 Student Progress

In order to progress in their course students must do the following:

- Attend their classes
- Submit their work by the deadlines
- Pass their assessments and examinations

11.7 Communications

When you enrol on a course, you are agreeing to use the correct methods to keep in regular contact with the College. These methods include the following:

- We will give you a College email address when you enrol. You must use the College email address to communicate with the College.
- You may only use your personal email to contact the College if your College email does not work properly. When it is working again, you must use your College email to communicate with the College. You may call staff by telephone if you have something urgent you need to say

- We will give you login access to our Virtual Learning Environment (VLE) or our partner's provided VLE platform. You must use the VLE to get all the important course information, access to electronic resources and to submit your assignments by the deadlines.
- You must check your College email address and the VLE regularly to see if there are new messages. You must reply immediately to any requests for information.
- You must tell the College if you change your address, phone number or email address while enrolled on a course.

12 Tuition Fees

12.1 Students with a Loan

Students who are eligible can receive a loan from the Student Finance England (SFE) to pay for their Tuition Fees. Students funded by Student Finance England SFE will have their fees paid in instalments directly to the College or the College partner (Bucks New University, University of West London or Ravensbourne University). Fees paid by SFE loan are subject to different Terms and Conditions provided by the UK Government at <https://www.gov.uk/student-finance>.

Students who take a loan from SFE, will be expected to pay the money they borrow back to the Student Loan Company (SLC) when they are earning above a certain income. The current UK threshold for loans taken after Sep 2012 is 9% on income over £27,295 a year, £2,274 a month, or £524 a week <https://www.gov.uk/government/publications/student-loans-a-guide-to-terms-and-conditions/student-loans-a-guide-to-terms-and-conditions-2022-to-2023>

You should make sure you know how much money you will owe when you complete your studies.

If for any reason SFE does not pay part of your tuition fees, you may be asked to pay the remaining fees to the College yourself even if you withdraw, suspend or terminate your studies.

12.2 Students with no Loan

Students may choose to pay their Tuition Fees themselves, others who may not be eligible for a loan.

12.3 Additional Charges

There will be no additional tuition fee charges for students who receive a loan for their Tuition Fees as long as they pass all the units they study.

Students who submit their work for a unit or module and fail, will usually have a second chance to submit their work with their mark capped at a pass with no extra costs. This is called **resubmission**.

Students who fail the resubmission will need to **retake** the unit or module. A retake means that the student will need to study the unit or module again and they may need to pay additional Tuition Fees before they can retake the assessment.

It is much better for you to pass the units in the first submission or the resubmission. A retake is expensive and means you will probably finish the course later than planned. Please see the College Assessment Policy for more details on resubmissions and retakes.

Each programme will communicate via admissions process if any additional costs are involved while studying a programme.

12.4 Total Costs

The total cost of your course, including mandatory additional costs, are set out in the College Fees List Offer Letter

12.5 Payment

Acceptance of these Terms and Conditions indicates agreement to be bound by the College Tuition Fee, Refund and Compensation Policy set down in the Student Protection Plan, and to pay all fees owed to the College when they become due in accordance with the payment terms agreed.

12.6 Payment Timing

Self-funded UK students, who do not receive a loan from Student Finance England (SFE) should usually pay their full fees for the academic year at the start of their course.

12.7 Instalments

The College may allow self-funded option to home students to pay their fees in instalments throughout the academic year. This must be agreed with the College accounts department or University partner and the details of the payment schedule will be –communicated by individual correspondence.

12.8 Fee Increases

The College may increase its Tuition Fees on an annual basis. The College will follow the Tuition Fee, Refund and Compensation Policy when making any increases to Tuition Fees. Students who have already paid fees will not be asked to pay more if the fees increase.

12.9 Non-payment

If you do not pay your tuition fees on time as agreed, the College may:

- restrict access to its premises and facilities
- suspend or terminate your registration
- report you to credit agencies and, if applicable, to SFE.

If a student fails to pay fees by the end of study, the College will do all it can to find a resolution. If none can be found, the case will be brought to the Managing Director who will seek restitution of fees in accordance with the contract signed by the student on enrolment. The student's welfare will remain a priority and the student may be referred to the College Counsellor if required.

Students may not be allowed to attend classes, submit work or take exams if they have not paid their fees. If a student passes their course, they will not receive their certificate until they have paid all the outstanding payments they owe to the College.

The following steps may then be taken:

- The College will negotiate a payment plan with the student over an agreed period of time. Full payment of fees must be made before any reference to course completion or certification is released.
- The student may agree a payment plan with OBC, or it could be arranged through legal representatives, on a case-by-case basis. Any legal costs incurred will be added to the fees the student owes.
- If fees remain unpaid after an agreed extension period, the College will not issue an award to the student and may initiate legal recovery of debts outstanding.
- In all instances, students who are unable or unwilling to pay outstanding fees should maintain very good lines of communication with the College in order to increase the chances of reaching an amicable resolution.

12.10 Appropriation

Unless otherwise agreed, the College shall allocate payments made to the earliest balance on the Fees account.

13 Tuition Fee, Refund & Compensation

13.1 Refund eligibility

Any request for a tuition fee refund must be made in writing to the Managing Director of the College. Please refer to the Tuition Fee, Refund and Compensation Policy for more details.

13.2 Compensation eligibility

A student may be eligible for compensation if the College has to enact the Student Protection Plan. Any request for compensation must be made in writing to the Managing Director. Please refer to the Tuition Fee, Refund and Compensation Policy for more details.

14 Scholarships, Bursaries and Hardship Funds

The College has allocated an annual scholarships, bursaries and hardship fund which offers financial support for students each year. Approximately 300 students may benefit from the funds every year.

Scholarships, bursaries and hardship funds will be awarded at the discretion of the College. Each application for these funds will be processed in accordance with the terms set out on the College's Admissions Policy.

Scholarships and Bursaries are granted to cover the full fees for the duration of a student's programme of study, unless otherwise stated at the point of award. Once granted, the College will not withdraw funding unless a student withdraws from their programme, or their programme registration is terminated by the College under the College's Terms and Conditions of Contract, or if the student is in breach of Academic Regulations through misconduct or malpractice. Hardship funds are provided in various amounts to support students financially through their studies. The Mount offered is determined on a case by case basis.

If a student transfers to an alternative programme at the College at the same level or where a student is materially delayed in completing their existing course at the College through an interruption to their studies that is within the reasonable control of the College, the College will ensure that any scholarship or bursary award that were offered to the student as a condition of offer is maintained throughout their studies.

15 Complaints

15.1 Concerns & Complaints

The College welcomes feedback from applicants and students. The College encourages students to discuss their concerns or complaints with staff at the College informally at first (Stage One). If you are not satisfied, you can make a formal complaint in writing and the College will consider your complaint formally and give you our decision (Stage Two). If you are still not satisfied, you can raise this with partner University. If you are still not satisfied with the College decisions, you can ask for a review of the complaint (Stage Three). After the review, the College will give you a Completion of Procedures Letter. If you are still not satisfied with the decision of the College, you can bring your complaint with the Completion of Procedures Letter to the Office for the Independent Adjudicator for Higher Education (OIAHE) <http://www.oiahe.org.uk>.

We ask you to follow the three stages of making a complaint and bring any complaint to us informally first. However, if you are applying to join a course the College offers in partnership with a university, you can complain about your experience to those organisations as well. Please see the Student Concerns and Complaints Policy on our website for more details.

16 Suspension

16.1 Decision to suspend

The College may suspend a student from his/her course in accordance with our Student Code of Conduct and Student Disciplinary Policy and Academic Misconduct Policy.

A student can be suspended for the following:

- If a student is accused of misconduct (e.g. plagiarism) and the College has to investigate
- If a student has committed misconduct and suspension is the sanction

16.2 Appeal

A student may appeal against a decision to suspend them. Please see the Student Code of Conduct and Student Disciplinary Policy and Academic Misconduct Policy for more information on misconduct, suspension, and appeal policies.

17 Termination

17.1 Automatic termination

If you do not re-enrol on the course by the deadline, your contract to study on the course at the College and with partner University will end automatically.

17.2 You wish to terminate

You may terminate your contract and withdraw from the College at any time. If you do this after the end of the cooling off period (14 days after enrolment), you must complete a Withdrawal Form in writing or by sending an email explaining why you want to withdraw to admissionsuk@oxfordbusinesscollege.ac.uk.

Termination starts when the College replies to you and accepts your withdrawal in writing or by email.

17.3 Termination by the College

The college may give you written notice to terminate this contract for any of the following reasons:

- You owe money to the College or you have broken the rules of the Tuition Fee, Refund and Compensation Policy
- You do not attend enough classes at the College as explained in the College Attendance and Engagement Policy. You will receive warnings about your attendance before termination.
- You do not make enough progress on the course and fail to pass enough of your assignments by the deadline in accordance with the College's Assessment Policy.
- You do not meet the School Fitness to Study requirements set out in its Fitness to Study Policy.
- Your behaviour breaks the rules set out in our Student Code of Conduct and Disciplinary Policy and Academic Misconduct Policy.
- Your behaviour is considered dangerous to the health and safety of other people or yourself.
- You commit or are convicted of a relevant criminal offence
- You have withheld important information or provided incorrect or misleading information about yourself to the College.

17.4 Appeal against termination

You may appeal against the decision of the College to terminate your studies by following the appeals procedures provided in the Non-Academic Student Disciplinary Policy, Academic Misconduct Policy and Student Concerns and Complaints Policy.

18 Data Protection

The College has implemented policies and procedures to ensure it is compliant with the General Data Protection Regulations (GDPR) 25 May 2018.

18.1 Privacy Notice

The College has a Data Privacy Notice and Consent Policy which is on our website and explains how we use your personal data. Details about this are also provided to you when you apply for a place on a course at the College. Make sure you read the Privacy Notice details before you accept an offer of a place on a course at the College.

18.2 Information Sharing

The College will have to give some of your personal data to the Higher Education Statistics Agency (HESA). This is so they can collect information for government bodies on applicants and students who have enrolled into courses.

18.3 Student Finance England

If you receive a loan from Student Finance England (SFE), the College may need to pass your details to the SFE including all information on your attendance and progress on the course.

18.4 Right of access

You have the right to access any personal data we keep about you at the College.

18.5 Intellectual Property

When enrolling on a course a student agrees that any intellectual property in relation to their studies is the property of the College in the first instance. The student may request the transfer of intellectual property back to them.

19 Events beyond the control of the parties

19.1 Force majeure - Events beyond the control of the student

An event beyond reasonable control is called a Force Majeure Event. This may include a fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of electricity or other utility or transportation service.

19.2 Notification

If any such event beyond your control prevents you from meeting your obligations to the College in accordance with the contract you have signed, you must provide the College with written information as soon as possible explaining the circumstances. Also, the College must inform you if it has to close because of a Force Majeure event.

19.3 Continuing force majeure

If the event beyond your control continues for more than 90 days, preventing you from meeting your obligations, you will be able to terminate the contract in writing without incurring a penalty. No further payments will be required, and you will be entitled to a refund of any payments made for services that have not yet been provided by the College.

20 Withdrawal of services

Events may occur that force the College to withdraw its services and the College reserves the right to do this where it is considered necessary. Instances where this may be required include, though not exclusively, the following:

- Temporary or permanent events beyond the College's reasonable control that prevent it from being able to provide a service
- An unexpected need for essential maintenance or repair work to be carried out for example on the College IT systems
- For overriding health and safety or other legal obligations
- The College is carrying out improvements or repairs to its facilities

The College will do all it can to mitigate the effects on students of any withdrawals it is required to make. This will include consulting students about changes, providing alternatives and providing students with warnings about changes that are likely to affect them.

Further details on mitigations in the event of any material changes that the College is required to make which may impact on students can be found in the College's Student Protection Plan.

Other Important Terms

20.1 Liability

Nothing in these Terms and Conditions shall limit the liability of the College for fraud, wilful deceit, death or personal injury where this is caused by the negligence of the College.

20.2 Third party rights

No third party is a party to this contract and shall not have any rights to enforce any term of the contract. Only you and the College are parties to this contract.

20.3 Jurisdiction

This contract was created by the College to explain the contract between you and the College. It only relates to the educational and related services the College provides. The contract is governed by the law of England and Wales. You and the College agree the Courts of England and Wales have full and exclusive (only) jurisdiction over it.

20.4 Consumer rights

This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Student's statutory rights. If you wish to obtain independent advice you may contact the National Union of Students or the Citizens Advice Bureau.

20.5 Variation

No changes to these Terms and Conditions shall be agreed unless it is in writing and signed by you and the College.

20.6 Updates

The College policies and procedures are reviewed every two to three years. However, the College may make changes to its policies and procedures when necessary at any time. The updated policies and procedures are always provided on the College website and some key academic regulations on the College VLE.

20.7 Enforcement

If you or the College fail or delay carrying out these Terms and Conditions, they will still be valid and enforced by you or the College at a later date.

20.8 Interpretation

These Terms and Conditions cancel or supersede any previous agreements there may have been between you and the College. The headings used are to help you read the Terms and Conditions but are not part of the Terms and Conditions.