

## OBC Terms and Conditions

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Linked policies and documents:  All policy available at: <a href="https://oxfordbusinesscollege.ac.uk/admissions/policies-handbooks/">https://oxfordbusinesscollege.ac.uk/admissions/policies-handbooks/</a>	Admissions Policy and Procedure (Home Students) Attendance & Engagement Policy Student Handbook Academic Appeals Policy Student Concerns and Complaints Policy Academic Misconduct Policy Student Privacy Notice Policy Student Disciplinary Fitness to Study Policy Data Privacy Notice and Consent Policy Fees Refunds and Compensation Policy Student Protection Plan
External reference:	Competition and Markets Authority (CMA) Higher Education Providers: Consumer Law. Core Practice Q1: The provider has a reliable, fair and inclusive <b>admissions</b> system.

	Information provided to prospective students for recruitment and widening access purposes supports students in making informed decisions. 2018. Article 51 GDPR
<b>Audience:</b>	Students, Staff & the General Public

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# 1 Introduction

Welcome to the Terms and Conditions of Enrolment at Oxford Business College (OBC). These Terms and Conditions form a fundamental part of the agreement between the students and OBC, setting forth the legal obligations and rights that govern their study on programmes offered by OBC. These provisions are applicable to students enrolled directly in OBC programmes as well as those from OBC HEI Partner Universities studying under the auspices of OBC. It is important to note that students enrolled in programmes through all other partner universities will be subject to the terms and conditions stipulated by those institutions. More information can be found in section 4 Scope.

All students are encouraged to read these terms carefully to fully understand the commitments and expectations involved in their educational journey with OBC.

## 2 Purpose

These Terms and Conditions are made available to all prospective students prior to enrolment to ensure that you know all the details about your relationship with the College when you join one of our programmes. When you accept an offer to join a programme 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:

- 3.1 Students know and understand the details of their relationship with the College.
- 3.2 Students have the opportunity to change their mind about joining a programme once they know the legally binding terms of their relationship with the College.
- 3.3 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:
- 3.4 Include rules and regulations that are clear and transparent.
- 3.5 Strike a fair balance between the rights and obligations of students and the rights and obligations of the College.
- 3.6 Make it very clear to students if there are any essential terms that they need to know about.
- 3.7 To be fair to all applicants and students.

## 4 Scope

The following Terms and Conditions are for programmes run by Oxford Business College (OBC)

and those in Partnership with BNU. BNU has the express right to enforce the terms of these Terms and Conditions.

All other applicants should refer to the Terms and Conditions provided by the University partner once an offer letter has been received from that University.

Student Study on Programme with our Higher education partners will follow the terms and conditions as outlined in their respective documents.

4.1 [University of West London](#)

4.2 [Ravensbourne University](#)

4.3 [New College Durham](#)

4.4 [Buckinghamshire New University \(BNU\)](#)

If student wishes to ask questions about any programmes, they should contact Admissions [admissionsuk@obc.ac.uk](mailto:admissionsuk@obc.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 programme. When you accept an offer to study at the College, it means you have agreed to :

An Offer Letter from the College or partner institution 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 at: <https://oxfordbusinesscollege.ac.uk/admissions/policies-handbooks/> (in particular, the Non-Academic Misconduct Policy and Procedures and the Attendance and Engagement Policy)

When enrolled on a programme 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) 333 242 0000

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

**Deferral** means that you have been accepted on a programme, but you want to start it at a later

date.

**Enrolment** means you have accepted an offer to join a programme, submitted a completed Acceptance of Offer Form or completed partner institution's enrolment process.

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

**Force Majeure** 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.

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

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

**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 programme and do not receive any finance from Student Finance England (SFE).

**Sponsored Students** 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.

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

## 7 Legal Framework

Oxford Business College operates within a framework of laws applicable under certain circumstances, such as:

- 7.1 The Equality Act 2010, promoting equality of opportunity and prohibiting unlawful discrimination, harassment, and victimisation.
- 7.2 The Education (No 2) Act 1986, ensuring the freedom of speech within the law for members, students, employees of the College, and visiting speakers.
- 7.3 The Human Rights Act 1998, making it unlawful for public authorities to act against the rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.
- 7.4 The Counterterrorism and Security Act 2015, requiring colleges to consider the need to prevent individuals from being drawn into terrorism and to cooperate with local panels assessing individuals' vulnerability to terrorism.
- 7.5 The Data Protection Act 2018, controlling how personal data is processed by organisations, businesses, or the government.
- 7.6 The Consumer Rights Act 2015 and other consumer laws, protecting consumers' interests, including those of students and applicants.
- 7.7 The Higher Education and Research Act 2017, concerning higher education and research, and provisions about alternative payments to students in higher or further education.



These legal duties are subject to change with the law. The terms are bound by these laws and any future amendments or new laws introduced by the Government.

## **8 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 programme 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.

## **9 Admission & Enrolment**

### **9.1 Conditions of admissions**

Your admission to OBC, enrolment in a programme, and entitlement to avail yourself of the privileges associated with membership at OBC, inclusive of access to services and facilities, is contingent upon your adherence to the terms delineated within the Contract and your formal registration with OBC.

It is expected, barring exceptional circumstances, that you will satisfactorily fulfil all academic obligations pertinent to your enrolled programme as stipulated within the Contract. This encompasses the timely submission of programme-related tasks and assignments, attendance at examinations, as well as active participation in lectures, seminars, and any other instructional sessions conducted by OBC. Failure to adhere to these requirements may result in disciplinary measures being undertaken by OBC.

In the event of a breach of any provision within the Contract or any associated documentation, OBC reserves the right to initiate disciplinary proceedings against you in accordance with the established protocols outlined within OBC's Student Code of Conduct and Disciplinary Policy.

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

## 9.2 Your Agreement

When you accept a place on the programme of study, you are agreeing to the following:

- 9.2.1 These Terms and Conditions.
- 9.2.2 Completing the enrolment process.
- 9.2.3 The College's Tuition Fee, Refund and Compensation Policy.
- 9.2.4 Cancellation of enrolment
- 9.2.5 The College may cancel your enrolment if you:
  - 9.2.6 Provide incorrect or misleading information
  - 9.2.7 Fail to meet any of the conditions specified in your offer letter
  - 9.2.8 Have a relevant criminal conviction contrary to the college's admissions policy
  - 9.2.9 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.
  - 9.2.10 Have misled the college about your right to study in the UK.

## 9.3 Permission to re-enrol

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

- 9.3.1 Are suspended from the College.
- 9.3.2 Have been withdrawn from the College because you failed to meet academic requirements, or you broke College Rules or Policies.
- 9.3.3 Owe tuition fees to the College

If a student has been convicted of a criminal offence, it is their responsibility to disclose and notify the college. Such disclosures will be evaluated on a case-by-case basis to assess suitability for re-enrolment.

## 10 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 programme, you will receive a refund for any fees you have paid.

### 10.1 Cancellation

If you wish to cancel your programme, you must complete a Cancellation of Place Form and email it to either:

[registry.RUL@obc.ac.uk](mailto:registry.RUL@obc.ac.uk)

[registry.UWL@obc.ac.uk](mailto:registry.UWL@obc.ac.uk)

[registry.NCD@obc.ac.uk](mailto:registry.NCD@obc.ac.uk)

[registry.BNU@obc.ac.uk](mailto:registry.BNU@obc.ac.uk)

Dependant on you programme of Study.

## 10.2 Refunds after cancellation

For refunds after the cancellation period, please see the [Fees Refunds and Compensation Policy](#).

## 10.3 Self-Funded Students

For self-funded students who have made payments towards a programme they plan to join, there is a 14-day window from the acceptance of the offer within which they may opt to cancel their enrolment. Throughout this cooling-off period, the College will facilitate refunds for any payments made, with processing completed within 20 days. To initiate the refund process, students must furnish written confirmation of their decision to cancel, by sending an email to the relevant registry email as outlined in section 10.1.

## 10.4 Sponsored Students

For students sponsored for a programme they intend to join, there exists a 14-day period from the acceptance of the offer within which they may opt to cancel their enrolment. Throughout this cooling-off period, the College will initiate refunds for any payments made by the sponsor, with processing completed within 20 days. To facilitate the refund process, students must provide written confirmation of their decision to cancel, by sending an email to the relevant registry email as outlined in section 10.1.

## 10.5 Deferral

You may ask to defer the start of your studies if you have been offered a place on a programme. This happens when a student is interested in doing the programme 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.

## 10.6 Withdrawal

If you decide to withdraw from the programme 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 programme. You will receive warnings about your attendance and engagement before you are withdrawn. Please see the Attendance and Engagement Policy

# 11 Our Obligations

## 11.1 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.

## 11.2 Student Protection Plan

The College makes plans so that students will be able to complete their programme at the College. However, there could be some events like a pandemic that can make it difficult for the College to run its programmes normally. The College Student Protection Plan (SPP) considers all risks that could affect a programme. College makes plans to ensure students will be able to complete their programme 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.

## 11.3 Delivery of Advertised Programmes

The College always aims to run the programme that it advertises on its website and in any other published material. The College will not make any changes to its programmes 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.

The College will only make other changes to programmes in the limited circumstances set out below. Examples of “changes” include changes to the content or structure of programmes, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are:

- 11.3.1 Where changes are in students' overall interests, for example, because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of the College means that teaching locations change to a different site;
- 11.3.2 Where a teaching location becomes unavailable for reasons outside the College's control, for example, because of fire, flood, storm, war, riot, civil unrest, act of terrorism;
- 11.3.3 Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how the College is required to operate because of changes to a professional body's/ accrediting body's/ commissioning body's requirements or changes to or other laws/regulations.
- 11.3.4 If the college propose a significant change to your programme, such as the removal or replacement of a module, the College will inform give students adequate notice.
- 11.3.5 In instances where changes are necessary for reasons previously mentioned, Oxford Business College will take all feasible measures to minimise disruption for students. Further information is available in the College's Student Protection Plan. Should you

decide to cancel the Contract and withdraw from your programme due to these changes, the College commits to making every reasonable effort to assist you in finding an alternative comparable programme at another higher education institution.

## **11.4 Programme Outline**

Prospective student will have access to the Programme Outline when you apply for the programme. The Programme Outline will give you the full academic calendar and the dates for each term you will study. The Programme Outline will also give you details about the units you will study including all the learning outcomes. The Programme Outline will also give you some information about the methods of learning, teaching and assessment on the programme.

## **11.5 Programme Closures**

In the event that the College doesn't have enough enrolments to sustain a programme or module, it may have to cancel it. If you've been offered a place in a programme that's discontinued before your registration, the College will provide adequate notice and make reasonable efforts to offer an alternative programme or module for which you qualify. If you're dissatisfied with the alternative or if a suitable one can't be provided, you can cancel the contract and withdraw from the programme without being liable for tuition fees.

## **11.6 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.

# **12 Your Obligations**

## **12.1 Behaviour**

When you enrol on a programme, 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.

## **12.2 Important Policies for Students**

The policies and procedures relevant to this document include, but are not limited

12.2.1 Admissions Policy

12.2.2 Student Charter

12.2.3 Attendance and Engagement Policy

12.2.4 Student Handbooks

12.2.5 Academic Appeals Policy

- 12.2.6 Student Concerns and Complaints Policy
- 12.2.7 Academic Misconduct Policy
- 12.2.8 Student Code of Conduct and Student Disciplinary Policy
- 12.2.9 Student Privacy Notice Policy
- 12.2.10 Student Support & Welfare Policy
- 12.2.11 Learning, Teaching & Assessment Strategy
- 12.2.12 Student Council Terms of Reference & Guidance Handbook
- 12.2.13 Fitness to Study Policy
- 12.2.14 Data Privacy Notice and Consent Policy
- 12.2.15 Tuition Fee, Refund and Compensation Policy
- 12.2.16 Student Protection Plan
- 12.2.17 Non-Academic Student Discipline Policy

### **12.3 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.

### **12.4 Attendance**

When you enrol on a programme, 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 Programme Outline.

### **12.5 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 programme. The College will do everything it can to make reasonable adjustments so that students with learning difficulties or medical conditions can enrol on a programme.

However, the College may not make an offer to study 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 and with Partner where necessary.

### **12.6 Student Progress**

In order to progress in their programme, students must adhere to the academic regulations of

the College or Partner Institution. Students must:

- 12.6.1 Attend their classes;
- 12.6.2 Submit their work by the deadlines;
- 12.6.3 Pass their assessments and examinations.

## 12.7 Communications

When a student enrolls on a programme, they are agreeing to utilise the appropriate methods to maintain regular contact with the College. These methods encompass the following:

- 12.7.1 The College will communicate with students primarily via email. The college will address correspondence to the primary email address student provided at the time of application.
- 12.7.2 When necessary, the college will utilise other communication methods; e.g. Mobile telephone, and written correspondence.
- 12.7.3 The College will provide the student with login access to the Virtual Learning Environment (VLE). It is imperative for the student to utilise the VLE for obtaining crucial programme information, accessing electronic resources, and submitting assignments within the specified deadlines.
- 12.7.4 The student is required to regularly check their primary email address and the VLE for any new messages. Prompt responses must be provided to any requests for information.
- 12.7.5 Any changes to the student's address, phone number, or email address during the course of their enrolment on a programme must be promptly communicated to the College.

## 13 Tuition Fees

### 13.1 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 Partner Institution. 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. The most current guidance can be found at:

<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>

Students should ensure they have a clear understanding of the total amount they will owe upon completion of their studies. In the event that the Student Finance England (SFE) does not cover a portion of their tuition fees, they may be required to settle the outstanding fees directly to the College, regardless of whether they withdraw, suspend, or terminate their studies.

## 13.2 Students with no Loan

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

## 13.3 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 **repeat** the unit or module. A repeat unit 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 beneficial to successfully pass the units upon either the initial submission or the resubmission. Engaging in a retake can prove to be costly and may result in a delay in completing the programme according to the original schedule. For further information regarding resubmissions and retakes, please refer to the College Assessment Policy.

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

## 13.4 Total Costs

The total cost of the programme, including mandatory additional costs, will be communicated to prior to enrolment.

## 13.5 Payment

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

## 13.6 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 programme.

## 13.7 Instalments

The College may allow self-funded home students to arrange an instalment plan for their tuition fees in accordance with the partner university and college finance policy. Please note that some partner universities require self-funded students to establish payment plans directly with the university, meaning Oxford Business College (OBC) cannot collect tuition payments directly from these students. Any instalment plan must be agreed upon by both the university and the College.



Additionally, students are not permitted to use their maintenance loans to cover tuition fees, as maintenance loans are only confirmed when students are eligible for tuition fee loans. In cases where tuition fees are set to £0, Student Loans Company (SLC) applications may be automatically cancelled.

### **13.8 Fee Increases**

Students enrolled in programmes of study at OBC should be informed that tuition fees may undergo annual adjustments.

Once a student initiates a course, OBC endeavours to maintain the same tuition fee for subsequent academic years. However, alterations in government policies or regulations, or heightened costs associated with delivering the course, may necessitate tuition fee increases in future years.

In such instances, OBC reserves the prerogative to annually revise fees, contingent upon the limitations on increases outlined in paragraph below. In the event of necessary fee adjustments, OBC commits to providing affected students with a minimum of 3 months' notice before the commencement of the academic year to which the fee increase pertains.

Furthermore, any annual increment in tuition fees will not surpass the cap specified in this paragraph. Nevertheless, this implies that students entering the second year, or subsequent years of study may encounter incremental fee adjustments each year. However, unless mandated by legislation or regulatory requirements, such fee increments shall not exceed Retail Price Index (RPI) annual rate of inflation over the tuition fee from the preceding academic year for the respective course.

Moreover, any such fee increase remains subject to any restrictions imposed by legislation or regulatory requirements

### **13.9 Non-payment**

Failure to adhere to the agreed-upon schedule for paying tuition fees may lead to several repercussions imposed by the College, including:

13.9.1 Restriction of access to its premises and facilities.

13.9.2 Suspension or termination of registration.

13.9.3 Reporting to Student Finance England (SFE).

13.9.4 Withhold transcripts and certificates.

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 programme, 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:

13.9.5 Contacting defaulters by phone;

13.9.6 Negotiating payment of tuition fees face to face and via phone/email;

13.9.7 Setting up payment plans ensuring that all information is recorded onto the system;

13.9.8 Personal interviews with students who have defaulted;

13.9.9 Finance drop-ins held throughout the year;

13.9.10 Send first and second emails informing student of the outstanding debt on a monthly basis;

13.9.11 Issue Notification of Intents once debt has become two months overdue;

13.9.12 Pass to a College nominated debt collection agency;

13.9.13 Issue summons as required.

## **13.10 Appropriation**

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

## **14 Tuition Fee, Refund & Compensation**

### **14.1 Refund eligibility**

Any request for a tuition fee refund must be made in writing to [accounts@obc.ac.uk](mailto:accounts@obc.ac.uk).

Please refer to the Tuition Fee, Refund and Compensation Policy for more details.

### **14.2 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 [accounts@obc.ac.uk](mailto:accounts@obc.ac.uk). Please refer to the Tuition Fee, Refund and Compensation Policy for more details.

## **15 Suspension**

### **15.1 Decision to suspend**

The College may suspend a student from their programme in accordance with our Student Code of Conduct and Student Disciplinary Policy.

### **15.2 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.

## **16 Termination**

## 16.1 Termination by a Student

Students have the option to terminate their contract and withdraw from the College at any time. However, if this occurs after the cooling-off period (14 days after enrolment), it must be done by completing a Withdrawal Form in writing or by sending an email explaining the reason for withdrawal to the relevant registry email as outlined in section 10.1.

Typically, you will be expected to fill out a Student Withdrawal Form and state the reason for your withdrawal. Your withdrawal notice will be considered effective upon the OBC registry's receipt of the completed Student Withdrawal Form.

Should you withdraw from your programme before its completion, you are obligated to adhere to the Tuition Fee Policy regarding the payment of Tuition Fees.

Any potential refunds owed to you will be issued in accordance with the conditions outlined in the applicable Tuition Fee Policy.

## 16.2 Termination by the College

The College may terminate the contract under various circumstances, including:

- 16.2.1 Non-payment of fees or violation of the Tuition Fee, Refund, and Compensation Policy.
- 16.2.2 Inadequate attendance at College classes, with warnings issued before termination as per the College Attendance and Engagement Policy.
- 16.2.3 Failure to make satisfactory progress on the programme or meet assignment deadlines as stipulated in the College's Assessment Policy.
- 16.2.4 Failure to meet the Fitness to Study requirements outlined in the Fitness to Study Policy.
- 16.2.5 Breach of the Student Code of Conduct, Disciplinary Policy, or Academic Misconduct Policy.
- 16.2.6 Engaging in behaviour deemed hazardous to the health and safety of oneself or others.
- 16.2.7 If a student has been convicted of a criminal offence, it is their responsibility to disclose and notify the college. Such disclosures will be evaluated on a case-by-case basis to assess suitability for re-enrolment.
- 16.2.8 Withholding important information or providing incorrect or misleading information to the College.

## 16.3 Appeal against termination

Students have the right to appeal against the College's decision to terminate their studies. The procedures for appeal are outlined in the Non-Academic Student Disciplinary Policy, Academic Misconduct Policy, and Student Concerns and Complaints Policy.

## 17 Data Protection

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

## 17.1 Privacy Notice

The College operates under a [Data Privacy Notice and Consent Policy](#), which is readily accessible on our website. This policy outlines the procedures regarding the utilisation of your personal data. Upon application for a place on a programme at the College, comprehensive details regarding this policy are provided to you. It is imperative that you thoroughly review the Privacy Notice details before accepting an offer of a place on a programme at the College.

## 17.2 Intellectual Property

All intellectual property rights developed by undergraduate students as part of their programme normally belong to the students ("Student IP"), subject to certain exceptions. These exceptions, including collaborative work, typically encompass projects and dissertations supervised by the Delivery Provider's staff, as well as creative and design projects.

In support of teaching, research, internal administration, and other non-commercial activities, students provide the college with the right to utilise their assessments in cases where they have generated intellectual property.

Where the College utilises Student Intellectual Property (IP), it will make reasonable attempts to acknowledge the authorship and inventorship of such Student IP.

## 17.3 Copyright

The copyright in any work or design compiled, edited, or otherwise, brought into existence by a student as a piece of scholarly work, shall belong to the student, unless otherwise explicitly agreed at the outset of the project.

## 18 Events beyond the control of the College

### 18.1 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, outbreak of epidemic or pandemic of disease.

### 18.2 Notification

If any event beyond their control prevents the individual from meeting their obligations to the College in accordance with the signed contract, they must promptly provide the College with written information explaining the circumstances. Additionally, the College is required to inform the student if it has to close due to Events beyond the control of the College.

In these circumstances, the College will undertake all reasonable measures to mitigate the resulting disruption to services and affected students. This may include offering affected students the opportunity to transfer to another course or institution or delivering a modified version of the same course. However, it's important to note that to the fullest extent permitted by the general law, the College excludes liability for any loss and/or damage suffered by any

student.

### **18.3 Continuing force majeure**

If the event beyond their control persists for more than 90 days, preventing them from meeting their obligations, they will have the option to terminate the contract in writing without incurring a penalty. No additional payments will be necessary, and they will be entitled to a refund of any payments made for services that have not yet been provided by the College.

## **19 Complaints**

### **19.1 Concerns & Complaints**

The College values feedback from both applicants and students and encourages open communication regarding any concerns or complaints. The full complaints policy is available on [the college website](#):

## **20 Other Important Terms**

### **20.1 Consumer Rights:**

This agreement is a consumer contract. Effort has been made to ensure the use of straightforward language and to provide clear explanations within these Terms and Conditions. Should any terms, on their own or collectively, contravene consumer rights legislation or any other legal provisions, they will be considered separable and replaced with wording that closely mirrors the original intent, as far as is equitable. Nothing in these Terms and Conditions compromises the statutory rights of the student. For independent advice, the National Union of Students or the Citizens Advice Bureau may be contacted.

### **20.2 No Variation:**

Except as expressly stated in these Terms and Conditions, no amendment to this agreement will be valid unless documented in writing and signed by both the student and the College.

### **20.3 Updates:**

Oxford Business College regularly reviews and updates its policies, procedures, and related documents to ensure they remain up-to-date, accurate, and accessible. The most recent versions are published on the College's website and Virtual Learning Environment, typically on an annual basis, unless immediate updates are necessitated by external requirements.

### **20.4 Enforcement:**

The failure or delay by either the student or the College to exercise any right provided in these Terms and Conditions does not constitute a waiver of such right and does not prevent its enforcement at a later time.

## **20.5 Interpretation:**

These Terms and Conditions replace any previous versions and should be interpreted as a cohesive whole. In case of discrepancies between these Terms and Conditions and any other contractual information provided to the student, these Terms and Conditions will take precedence. Headings are provided for convenience only and do not form part of these Terms and Conditions.

## **20.6 Liability:**

Nothing within these Terms and Conditions shall limit the College's liability for fraudulent misrepresentation, deliberate wrongdoing, or for death or personal injury caused by its negligence.

## **20.7 Third Party Rights:**

These Terms and Conditions are binding only between the students and Oxford Business College and Buckinghamshire New University. No third party shall have any right to enforce any terms of these Terms and Conditions.

## **20.8 Jurisdiction:**

These Terms and Conditions are formed at Oxford Business College and, along with all matters related to the provision of educational services by the College, is exclusively governed by the laws of England and Wales. Both parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.