

#### **REUBEN COLLEGE - STUDENT-COLLEGE CONTRACT - 2024/25**

YOU SHOULD READ THIS DOCUMENT CAREFULLY. It contains important information about your contract with the College, including: rules that apply to your conduct, behaviour and use of College services; circumstances when your studies at the College may be suspended or terminated; and how changes might have to be made to teaching or services in certain circumstances.

Policies referred to in these Terms and Conditions are available on the college website: https://reuben.ox.ac.uk/.

# **Contract with the College**

- 1. As a student at Oxford University, you will be a member of both the University and of one of its Colleges or Permanent Private Halls. For convenience this document refers to Societies, Permanent Private Halls and Colleges as "Colleges".
- 2. You will have two separate contracts: one with the University and one with your College (Reuben College referred to as 'the College' below).
- 3. The purpose of these terms and conditions is to set out the contractual basis for your relationship with the College, and to draw your attention to key terms.

## 4. Your contract with the College is made up of

- a) The following:
  - i. The terms and conditions set out in this document;
  - ii. The College Handbook, a link to which will be sent to you before the start of term;
  - iii. the accommodation contract (if applicable);
  - iv. the Offer Letter from the College making you an offer of a place;
- b) The College Regulations and Bylaws, and rules and policies made under them (see paragraph 9 below)
- 5. You will enter your contract with the College when you confirm to the College your acceptance of the Offer in your Offer Letter, though this Contract may be subject to academic or financial conditions which you need to fulfil subsequently to commence your programme of study.

# **University and College Membership**

- 6. You must be a member of a College to be a member of the University.
- 7. Your continuing relationship with your College is linked to your continuing relationship with the University. Similarly, your Offer from your College is linked to your Offer from the University. If you decline either offer, or if you fail to meet the conditions of either offer, you will lose your place at both your College and the University.
- 8. If your University membership is terminated (e.g., for breach of University rules and regulations), your membership of the College will also end. If you are suspended by the University, or subject

to other disciplinary or procedural measures, the College may take similar, or other appropriate steps.

## **College Regulations, ByLaws and Policies**

- 9. By entering this contract, you agree to comply with the College Regulations and Bylaws as amended from time to time and with the College Rules, Regulations and Codes of Policy, Practice and Procedure which are made under them. Links to these are set out at <a href="https://reuben.ox.ac.uk/governance-and-policies">https://reuben.ox.ac.uk/governance-and-policies</a>. They include:
  - a) The College's Handbook, accessible on the Reuben College website <a href="https://reuben.ox.ac.uk/">https://reuben.ox.ac.uk/</a>. This sets out behaviour which is considered unacceptable by students, and which may result in disciplinary action.
  - b) Other regulations governing your relationship with the College concerning your studies, payment of fees and charges, residence, conduct and behaviour: examples are regulations relating to examinations, the ownership and exploitation of intellectual property, harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection.
  - c) Any Health and Safety Instructions ('HSI') setting out standards of behaviour required of you during any pandemic (including Covid-19), epidemic or local health emergency. The term 'HSI' includes any University or College code, policy, or guidance, as introduced or updated from time to time. Students are required to comply with any HSI as a condition of being permitted access to in-person teaching and facilities and failure to comply may result in loss of that access and/or disciplinary action.
- 10. By entering this contract, you agree that the College may take disciplinary action against you for breach of its Regulations and Bylaws and the College Rules, Regulations and Codes of Policy, Practice and Procedure, including the Code of Discipline and any HSI as described in clause 9(c) of these terms and conditions. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

# Partner college arrangements

- 11. From time to time, the College may share some facilities and premises with another college or colleges, referred to as a 'Partner College'. Students are required to display reasonable standards of behaviour and to comply with reasonable instructions (including from members of staff at a Partner College) when using or attending any Partner Colleges premises or facilities. In particular:
  - a. A reasonable instruction by a member of staff of a Partner College in respect of its premises or facilities should be complied with as if it were an instruction by the College (including, but not limited to, instructions regarding Health and Safety or Covid-19 procedures or instructions in respect of reasonable behaviour).
  - b. Your contractual relationship, and any legal rights arising from it, are with the College (For example, any complaint or legal action should be brought against the College, even if it concerns facilities or premises provided by a Partner College).
  - c. You will be deemed to be acting in a College context whenever you are using a Partner College's premises or facilities (This applies, for example, if a College student is subject to disciplinary action, which would be dealt with under the College Disciplinary Code even if it concerned events which took place at a Partner College's premises).

- d. Complaints or disputes between a student member of the College and a student member of a Partner College will be deemed to occur in a College context and shall usually be dealt with according to the procedures applicable to the student bringing the complaint or dispute.
- e. In some cases, College procedures may be modified so that cases are dealt with by a joint panel involving representatives of both the College and any Partner College. The joint decision of the College and any Partner College in respect of the membership and proceedings of such a joint panel shall be final.

## **Your Responsibilities**

- 12. You are required to comply with College rules on:
  - a) Matters including, but not limited to, behaviour, IT usage, data protection and academic studies. You should refer to the College Handbook.
  - b) Fees and other charges being paid when they are due. You are responsible for any non-payment even if your fees are being paid by a third party. The University sets out its annual fees as a single figure as this is easier for applicants and students; however, you should note that this is a combined figure for both your University and College fees, which separately form the consideration for your separate University and College contracts. This means that you are paying a set amount of your fees to your college for college services and a set amount to the University for University services. The College will collect University fees and transmit them to the University. For more details contact <a href="mailto:student.fees@admin.ox.ac.uk">student.fees@admin.ox.ac.uk</a>.
  - c) Any measures or instructions given by the College, or a Partner College, or the University, to reduce risk of transmission of any illness or infection and to behave in accordance with any HSI. Without limiting that general obligation, reasonable measures may include an instruction by the University or the College not to return into residence or to a term time address, an instruction by the University or the College to leave residence or a term time address (provided College or University accommodation is not your only home address), imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of hand sanitiser or following distancing procedures if required. You must also immediately declare to the College if you have, or suspect you have any serious and easily transmissible infectious illness (and the College, or University will inform you if at any point they require students to declare Covid-19 infections).

Obtaining an appropriate visa or immigration permission if necessary (see clause 8 above as to the consequences of failure to obtain the requisite permission) and abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and promptly provide a copy of your visa/confirmation of immigration status and passport identification page whenever requested by the College or your department. If your visa/immigration permission expires during your course and you no longer have valid leave to remain in the UK, or have breached the terms of your student visa, the University may be required to inform UK Visas and Immigration. Failure to comply with these obligations may result in legal consequences for you under UK immigration law, which may affect your ability to complete your studies at Oxford. Disciplinary action may also be taken if false or intentionally misleading statements or documents are provided to the University regarding visas or immigration status. Support and information are available from Student Immigration at <a href="http://www.ox.ac.uk/students/visa">http://www.ox.ac.uk/students/visa</a>.

## **Changes to Arrangements**

- 13. The College will provide support as it reasonably decides to be necessary in connection with the pursuit of the relevant graduate taught course or research degree.
- 14. Where a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen, the College may make reasonable changes to comply with government, local authority or Public Health England regulations or guidance, and/or its own health and safety advice and/or to ensure the health and safety of staff, students and third parties and/or to respond to consequential staffing or resource constraints. The College will inform you if it makes such changes.
- 15. Where the circumstances in clause 14 apply, College services (including those provided by any Partner College) will still be provided, by alternative means where necessary (e.g. online), to the extent that is reasonably possible in the circumstances, and paragraph 15 should be construed accordingly.
- 16. Subject to clauses 14 and 15, no refunds, discounts, damages, or waivers of course fees or other charges will be payable to you where changes or delays have resulted from, been caused by, or are in relation to a pandemic, epidemic or local health emergency necessitating measures to reduce risk of infection or illness. The College will also not be liable for any consequential losses or expenses you may incur (e.g., travel or accommodation costs) as a result of any such pandemic, epidemic or health emergency measures.

#### **Events beyond our control**

17. The College will not be in breach of its obligations under its contract with you, nor liable to you for any loss caused to you under its contract with you which results from events which are beyond the College's reasonable control, such as: a pandemic (Covid-19 or otherwise), an epidemic, or a local health emergency necessitating measures to reduce risk of infection or illness; industrial action; acts of God; acts of terrorism; the unanticipated departure or absence of key members of College staff; or failure or delay by third party suppliers and subcontractors. In such circumstances the College will take reasonable steps to mitigate the impact on you and to restore teaching and services. This paragraph is not intended to restrict any legal rights where doing so would be unlawful (e.g., under consumer law).

# **Library and IT Facilities**

18. Subject to clauses 14 to 16 above, the College will provide library and IT facilities in connection with your studies and on the conditions and at the times set out in the College Handbook or equivalent document, which may vary from time to time. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the Colleges.

#### **Accommodation and Meals**

- 19. Subject to clauses 14 and 15 above, the College will maintain a stock of residential accommodation that may be provided to you in connection with your studies and if so, this will be provided on the terms and conditions and in accordance with the procedures set out in the College Handbook or equivalent document, and/or accommodation contract, which may vary from year to year.
- 20. Subject to clauses 14 and 15 above, the College will provide meals on the terms and conditions set out in the College Handbook, which may vary from time to time.

21. The use of the facilities of the College and any Partner College is conditional upon your continuing relationship with the College and the University.

#### **Personal Data**

22. The College will collect and use information about you in accordance with the principles set out in the College Privacy Notice - <a href="https://reuben.ox.ac.uk/governance-and-policies">https://reuben.ox.ac.uk/governance-and-policies</a>. This includes ensuring that your data will only be used in a way which is fair, lawful, and secure. In addition, the University has its own privacy notice at <a href="https://compliance.admin.ox.ac.uk/student-privacy-policy">https://compliance.admin.ox.ac.uk/student-privacy-policy</a>

#### **Complaints Procedure**

23. The College Complaints procedure including subsequent rights of appeal are explained in the College Handbook. This is available on the College <u>website</u>.

#### Jurisdiction

24. Your contract with the College and any dispute arising from it (including non-contractual disputes) shall be governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

## 25. Amendment

The terms of this document may be unilaterally amended by the College as a consequence of changes from time to time to National, University or College legislation, statutes, regulations or guidance. You will receive notification of material changes and any consultation process within which you may make representations prior to the change taking effect.