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Magdalen College
Oxford
OX1 4AU

August 2022

College Contract – introduction

Attached is a copy of the College Contract, which you are required to sign before coming into residence. Please print the whole contract out, read the text, then fill in your name, sign, and give the date. Then return the **entire** contract electronically to Louise Robson and Chiaki Buckley, Tutorial Administrators (tutorial.administrator@magd.ox.ac.uk), Magdalen College, Oxford, OX1 4AU, by **noon on 2 September 2022** at the latest.

MPP

MAGDALEN STUDENT CONTRACT WITH THE COLLEGE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH THE COLLEGE

Contract with the College

1. As a student at Oxford University you will be a member both of 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.
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 documents:
 - i. these Terms and Conditions (headed ‘MAGDALEN STUDENT CONTRACT WITH THE COLLEGE’);
 - ii. the *Information & Regulations for Members of the College*, as amended from time to time (available at <https://www.magd.ox.ac.uk/internal-pages/>);
 - iii. the accommodation licence agreement (available at <https://www.magd.ox.ac.uk/internal-pages/>);
 - iv. your Offer Letter from the College.
 - b) The College Statutes and Bylaws, and rules and policies made under them (see paragraph 9 below).
5. You will enter into your contract with the College before you begin your studies at the University and/or the College.

University and College Membership

6. You must be a member of a College in order 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 the 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 Statutes, Bylaws, Rules, and Policies

9. By entering into this contract you agree to comply with the College Statutes 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. They include:

- a) The College's *Information & Regulations for Members of the College*, as amended from time to time (available at <https://www.magd.ox.ac.uk/internal-pages/>).
 - b) Other regulations and policies governing your relationship with the College, as amended from time to time (available at <https://www.magd.ox.ac.uk/equality/> and <https://www.magd.ox.ac.uk/other-policies/>).
 - 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, which sets out behaviour required of students during any pandemic, epidemic or local health emergency. 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 into this contract you agree that the College may take disciplinary action against you for breach of its Statutes and Bylaws and the College Rules, Regulations, and Codes of Policy, Practice, and Procedure, including the Academic Disciplinary Procedure, the Non-Academic Disciplinary Procedure, and any Health and Safety Instructions as described in clause 9 (c) of this contract. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

Your Responsibilities

11. You are required to comply with:
- a) College rules on matters including, but not limited to, academic studies, behaviour, IT usage, conduct, and data protection. You should refer to the documents to which weblinks are provided in paragraph 9 above.
 - b) College rules on 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 student.fees@admin.ox.ac.uk.
 - c) any measures or instructions given by the College or the University to reduce risk of transmission of any illness or infection, and to behave in accordance with any Health and Safety Instructions as described in clause 9 (c) of this contract. 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, imposing specific requirements regarding personal protective equipment such as the wearing of masks, or specific safety measures such as use of sanitiser or distancing

procedures. You must also immediately declare to the College if you have, or suspect you have, symptoms of COVID-19, or if you have received a positive test for COVID-19, or if you have any other serious and easily transmissible infectious illness, and comply with any required health, testing, isolation, or distancing measures or advice given. In applying such measures or instructions the College will take account of and adhere to its welfare policies in so far as it is reasonably practicable during the pandemic, epidemic, or local health emergency.

- d) College rules on obtaining an appropriate visa if necessary and abiding by any visa conditions, including maximum permitted working hours and the types of work allowed. Failure to do so may result in disciplinary sanctions in addition to any legal consequences. Support and information are available from Student Immigration and at <https://www.ox.ac.uk/students/visa>.

Teaching Arrangements

12. The College will make provision for students as follows:

- a) For undergraduate courses as it reasonably decides is necessary for their courses of study, taking account of any relevant departmental norms. Teaching may include tutorials, classes, seminars, and may be carried out by tutorial fellows or other fellows or lecturers of the College, or by any other persons considered by the College to be suitably qualified. Teaching provision for specialist options is subject to availability and may not be provided in all cases. Some teaching will be provided by the department and this will vary between Colleges. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.
- b) For graduate courses (including research degrees) as it reasonably decides to be necessary in connection with the pursuit of the relevant course.

13. Where a pandemic (including but not limited to COVID-19), epidemic, or local health emergency necessitating measures to reduce risk of infection or illness arises or has already arisen, the College may make such changes as it reasonably deems necessary to comply with government or local authority regulations or guidance by those bodies or by Public Health England, 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. Changes made or required by the University may be communicated through colleges.

14. Examples of measures the College may take in such circumstances include:

- a) Providing teaching, assessment, or other services wholly or partly online or via other remote or virtual means;
- b) Moving the location of teaching and/or restricting student numbers permitted to attend any location at one time (including restricting numbers at libraries or lectures);
- c) Teaching at evenings, weekends, or outside Full Term;
- d) Requiring students to comply with:

- i. social distancing measures;
 - ii. wearing of face-coverings;
 - iii. wearing personal protective equipment;
 - iv. any other health and safety measures which the College deems necessary;
- e) Staggering attendance by students so that for part of the term you are not allowed physically to attend College;
 - f) Varying, limiting, or cancelling any course content or optional modules;
 - g) Varying, limiting, or cancelling access to any University or College services or facilities;
 - h) Varying, limiting, or cancelling any learning experiences that would, without such circumstances, normally happen face to face or in person (e.g. work in laboratories, museums, studios, music facilities, or via fieldwork or work-placement);
 - i) Varying, limiting, cancelling, or putting in place measures to reduce the risk of any time due to be spent in education or paid work abroad (including the right to vary destinations for work or study abroad) as a mandatory or optional component of courses, including making changes as a result of health guidance or risk assessment applicable to overseas travel destinations and/or providing students with alternative educational provision. If a year abroad, or other placement, has to be cancelled entirely then this may include the right to move a student to a cognate degree course that does not include such a year abroad or placement.
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 (including but not limited to COVID-19), epidemic, or local health emergency necessitating measures to reduce risk of infection or illness, or by compliance with guidance from Public Health England.

Events beyond our control

16. 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: pandemic (COVID-19 or otherwise), epidemic, 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 by third-party suppliers and subcontractors. In such circumstances, the College will take reasonable steps to mitigate the impact on you and to restore usual teaching and services.

Library and IT Facilities

17. Subject to clauses 13 and 14 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 *Information & Regulations for Members of the College* (available at <https://www.magd.ox.ac.uk/internal-pages/>), which may vary from time to time. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the College.

Accommodation and Meals

18. Subject to clauses 13 and 14 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 *Information & Regulations for Members of the College* and the accommodation licence agreement (both available at <https://www.magd.ox.ac.uk/internal-pages/>), which may vary from time to time.
19. Subject to clauses 13 and 14 above, the College will provide meals on the terms and conditions set out in the *Information & Regulations for Members of the College* (available at <https://www.magd.ox.ac.uk/internal-pages/>), which may vary from time to time.

Personal Data

20. The College will collect and use information about you in accordance with the principles set out in the College Privacy Notice at <https://www.magd.ox.ac.uk/other-policies/data-protection/>. 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 <https://compliance.admin.ox.ac.uk/student-privacy-policy>.

Complaints Procedure

21. The College Complaints procedure including subsequent rights of appeal is explained in the *Information & Regulations for Members of the College*, as amended from time to time (available at <https://www.magd.ox.ac.uk/internal-pages/>).

Jurisdiction

22. 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.
23. All representations, warranties, terms, and commitments not expressly set out in this contract (whether implied by law, conduct, statute, or otherwise) are excluded to the maximum extent permissible at law.

SIGNED for and on behalf of **MAGDALEN
COLLEGE IN THE UNIVERSITY OF OXFORD**

SIGNED by the **STUDENT**

Name: Dr Mark P Pobjoy

Name: _____

Position: Senior Tutor/Tutor for Graduates

Signature: _____

Signature:



Date: _____

Date: 18 August 2022