

From: The Senior Tutor
Dr M P Pobjoy
Tel: 01865-276064
Email: senior.tutor@magd.ox.ac.uk
<http://www.magd.ox.ac.uk>



Magdalen College
Oxford
OX1 4AU

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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 whole text, and, if you accept all its terms and conditions, then fill in your name, sign, and give the date. Then return the **entire** contract electronically to Louise Robson and Emma Booth, Tutorial Administrators (tutorial.administrator@magd.ox.ac.uk), Magdalen College, Oxford, OX1 4AU, by **noon on 4 September 2023** 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

Preamble

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.

Contract with the College

4. Your contract with the College is made up of:
 - a) The following documents:
 - i. the Terms and Conditions set out in this document (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. the letter (“Offer Letter”) from the College making you an Offer of a place;
 - b) The College Statutes and Bylaws, and rules and policies made under them (see paragraph 13 below).
5. It is a condition precedent to your contract with the College (i.e. a necessary requirement for the contract to be binding on the College) that you satisfy the financial conditions set out in the Financial Declaration Form.
6. It is a condition precedent to your contract with the College (i.e. a necessary requirement for the contract to be binding on the College) that you satisfy any academic conditions set out in your Offer Letter.
7. Subject to clause 5 and clause 6, the contract with the College (hereafter the ‘contract’) will take effect from the date on which the College receives a copy signed by you of this document. This is the date at which your acceptance of the terms set out here, and those incorporated by reference through clause 4(a) above, will be treated as communicated to the College.
8. You are responsible for satisfying any requirements imposed by any department or agency of the United Kingdom Government in connection with your studies, including (but not limited to) any visa requirement. It is a condition of the contract that you obtain any visa or immigration permission that the UK Government requires in connection with the taking up of your Offer, and hold such a visa or permission for the duration of your studies in College. For the avoidance of doubt, this means that the College is entitled without more to terminate

the Contract if you do not obtain, or at some point during your studies in College you lose, any required visa or immigration permission.

9. You guarantee that any information submitted with or in relation to your application (whether to UCAS, the University, or the College) is true, genuine, accurate, and complete and does not omit any information you have been asked to provide. If a breach of this term is discovered after you have communicated your acceptance to the College (see Clause 7) but before you have been admitted to the College your contract with the College may be terminated at the College's discretion.
10. If a breach of this term is discovered after you have been admitted to the College, disciplinary proceedings may be brought against you, and for these purposes the College shall be at liberty to treat the breach as having continued until discovery. This may result in sanctions including expulsion.

University and College Membership

11. You must be a member of the University in order to remain a member of the College. Your continuing relationship with the College is linked to your continuing relationship with the University. Similarly, your Offer from the 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.
12. 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

13. 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 and/or amended from time to time. 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/>). This includes information about the types of student behaviour which are considered unacceptable and which may result in disciplinary action.
 - 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.

14. Your contract with the College is also subject to a condition that you disclose any relevant unspent convictions.
15. 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 13 (c) of this document and the condition described in clause 14 of this document. Such action would take place under the appropriate College procedure and could result in sanctions including suspension or expulsion.

Your Responsibilities

16. You are required to do the following:
 - a) Comply with the College's Statutes and Bylaws (as amended from time to time) and with the College's Rules, Regulations, and Codes of Policy, Practice, and Procedure which are made under them and/or amended from time to time as set out in clause 13 above. These include (but are not limited to) the College's rules on behaviour, IT usage, data protection, and academic studies. You should refer to the documents to which weblinks are provided in paragraph 13 above.
 - b) Pay fees and other charges 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) Comply with any reasonable 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. 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. 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 a pandemic, epidemic or local health emergency.
 - d) Immediately declare to the College if you have, or suspect you have, any serious and easily transmissible infectious illness or disease (the College, or the University, will

inform you if at any point they require students to declare Covid-19 infections), and comply with any required health, testing, isolation or distancing measures or advice given.

- e) Obtain 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 your College or 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 and from the visa and immigration pages of the University website.
- f) Progress your own academic studies. This will include submitting work when required to do so, sitting collections and penal collections when required to do so, meeting College and University submission deadlines and attending tutorials, classes, lectures, and other academic requirements.

Teaching Arrangements

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

- a) For undergraduate courses such teaching and other provision 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), given that it does not teach or deliver programmes, such other provision as it reasonably decides to be necessary in connection with the pursuit of the relevant course.

18. 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 the UK Health Security Agency, 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.

19. 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 other health and safety measures which the College deems necessary, which are specific to particular sites or activities, and which may be in addition to any HSI;
 - 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.
20. Subject to clause 18 above, 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 the UK Health Security Agency. 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 local health emergency measures.

Events beyond our control

21. 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 the contract which results from events which are beyond the College's reasonable control, such as: pandemic (COVID-19 or otherwise),

epidemic, or local health emergency necessitating measures to reduce risk of infection or illness, industrial action, acts of God, acts of terrorism, government order or law, action by any governmental authority, 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 usual teaching and services. More information is available in the Student Protection Plan on the University website at <https://academic.admin.ox.ac.uk/student-protection-plan>.

Library and IT Facilities

22. Subject to clauses 18 and 19 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

23. Subject to clauses 18 and 19 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.
24. Subject to clauses 18 and 19 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

25. 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

26. 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/>).

Amendment

27. 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.

Jurisdiction

- 28. 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.
- 29. 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.

Student's Declaration

I confirm that I have read and understood Magdalen's *Information and Regulations for Members of the College*, including the Accommodation Licence Agreement governing the provision of residential accommodation by Magdalen College, and that I will observe and be bound by the regulations that are contained in it concerning my conduct and use of College facilities; and that I accept this contract in its entirety.

**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 2023