

Oxford Study Courses Ltd

28th June - 16th July 2010 IB PRE-EXAM Revision Courses Terms & Conditions

1 OSC RESPONSIBILITIES

- 1.1 OSC will use its reasonable care and skill to provide to the student:
 - 1.1.1 the tuition course ("Course") for which the student is enrolled, including the provision of Course materials;
 - 1.1.2 activities as listed in the brochure or website during the Course, subject to availability.
- 1.2 OSC will confirm enrolment subject to availability in any Course after full payment is received on behalf of the student. The Course may be cancelled if there are insufficient students enrolled. All subjects require a minimum enrolment of four students and you will be advised three weeks before the scheduled start date for the Course in the unlikely event that there are insufficient numbers to run a particular class. Students may then choose another subject or obtain a full refund of the Course fees.
- 1.3 Parents/Guardians agree to the student taking part in activities organised by OSC and understand that it will not always be possible for an OSC member of staff to be supervising him/her or other students at all times and that these activities carry inherent dangers for which OSC and its staff are not responsible, except to the extent that liability cannot by law be excluded.

2 PARENT/GUARDIAN AND STUDENT RESPONSIBILITIES

- 2.1 The parent/guardian agrees to pay the Course fees. A deposit is due at the time of booking the Course, and the balance is due by the date of final payment stated below.
- 2.2 Students must ensure that while attending an OSC Course, students must behave in a responsible and entirely legal manner. In particular, students must:
 - 2.2.1 attend all classes for which they have enrolled and paid;
 - 2.2.2 not possess or consume alcohol or possess or use any illegal substances during the Courses;
 - 2.2.3 act with respect and courtesy towards all students, teachers, OSC staff, college staff, and other college visitors, and to respect the property of others at all times;
 - 2.2.4 Comply with the day-to-day rules of the Course from time to time necessarily imposed by OSC;
- 2.3 Parents/guardians or students will be responsible for arranging any insurance cover they wish to have including:
 - 2.3.1 any medical and dental insurance;
 - 2.3.2 travel insurance for their travel from home to the Course;
 - 2.3.3 contents or other personal possessions insurance which fully covers them for damage or loss of their personal belongings for the entire duration of the Course; and
 - 2.3.4 cancellation insurance which covers them if they are not able to take up their place for any reason such as ill health, visa problems, flight changes.

2.4 Parents/Guardians give their consent for:

- 2.4.1 the student may leave the premises alone or with other students outside of any Course teaching time and be allowed free time in which to undertake his/ her own recreational activities, but such activities are done entirely at the student's own risk;
 - 2.4.2 medical treatment to be given to the student if required and recommended by a qualified medical practitioner (the cost of which may be recovered from the parent/guardians);
 - 2.4.3 OSC to engage a private general practitioner on the students request or at the discretion of the Course Director (the cost of which may be recovered from the parent/guardians);
 - 2.4.4 over the counter medicines to be provided by OSC staff at the student's request.
- 2.5 Parents/Guardians shall to notify OSC prior to the commencement of the Course of any special medical, or dietary needs of the student. OSC will use its reasonable efforts to ensure that any reasonable request is accommodated.

3 LIABILITY

- 3.1 The parent/guardian and student indemnify and hold harmless OSC, its agents, staff, officers and representatives against any failure by the parent/guardian or student to comply with these conditions and any rules reasonably imposed by the OSC in connection with the operation of the Course. To the fullest extent permitted by law, parent/guardian are fully liable for any damage, loss or injury to persons or property, however caused by students.
- 3.2 Other than those implied by statute, OSC makes no warranty about the services and the courses it provides. It is solely for the parent/guardian and student to determine the student's academic needs and abilities, and the suitability of any OSC Course. OSC makes no warranty about the impact and effect of the Course upon the student's academic performance or exam results.
- 3.3 OSC will not be liable for any loss or damage, whether direct or indirect, suffered by the student, parent/guardian or any sponsoring institution caused by OSC's negligence or breach of these terms and conditions. OSC is not responsible for any loss, theft or damage to the student's personal property during the course.
- 3.4 In the event of any such OSC liabilities arising, the maximum liability of OSC shall be equivalent to the amount of fees paid for the Course in question, although nothing in these terms shall limit OSC's liability for those liabilities that cannot be excluded by law, including personal injury caused by negligence or fraudulent misrepresentation.
- 3.5 Save only for liabilities which cannot by law be excluded, the maximum liability of OSC for breach of contract shall be the amount of fees paid for the Course in question.

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4 TERMINATION AND CANCELLATION

- 4.1 In the event of non-compliance with these terms and conditions, or if the student engages in any behaviour which, in OSC's opinion does or is likely to prejudice the safety and smooth running of the Course, OSC reserves the right to ask any student to immediately withdraw from the Course. Parent/Guardians will be informed, and students expected to return home immediately at their own expense in terms of travel and accommodation costs.
- 4.2 No refund of Course fees will be made under any circumstances where the student is:
- 4.2.1 Asked by OSC to withdraw from the Course;
- 4.2.2 Voluntarily withdraws or cancels their enrolment in the Course after the final payment date for Course fees. In the case of withdrawal or cancellation due to the refusal of a student's visa application, OSC will refund fees minus a handling charge of AU\$100, provided that the student can present proof of visa application refusal.
- 4.3 Once payment of fees has been received and the student's Course has been confirmed the student or parent/guardian have a cancellation period of seven days from the day after confirmation in which to cancel for a complete refund.
- 4.4 If OSC is notified of cancellation before the final payment date but after the cancellation period, fees will be refunded minus a handling charge of AU\$100. After the final payment date, deposits or fees will only be refunded if we are notified of cancellation within the cancellation period or the student's visa application is refused. Notification of cancellation can be through fax, email or letter.

5 FORCE MAJEURE

- 5.1 OSC will not be liable to the student or parent/guardian or other person or organisation paying for the courses in the event of any change in the Course, accommodation or planned activities due to circumstances beyond the reasonable control of OSC.

6 PRIVACY AND DATA PROTECTION

- 6.1 Any information that is provided will be treated in accordance with OSC's Privacy Policy available at www.osc-ib.com/privacy, for the purposes of providing the services and goods requested. It may also be used for customer management purposes. By providing this information, the parent/guardian and student consent to the use of this information for these purposes.
- 6.2 The parent/guardian and the student agree that OSC can use photographs of the student taken during the Course for its own marketing purposes. If the student does not wish to participate in such photographs, then please indicate at the signature section of these terms.

7 GENERAL

- 7.1 This agreement represents the entire agreement and understanding between us and the parent/guardian and the students and supersedes any previous agreement relating to the subject matter of this agreement. No term of this agreement shall be enforceable by a third party.
- 7.2 This agreement shall be governed and construed in accordance with the law of Australia. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Australia over any claim or matter arising under or in accordance with this agreement.

Declaration

I have read and accept the terms and conditions above

Parent's name _____

Parent's signature _____

I agree to abide by the rules of the course as laid out above and have read and accept the terms and conditions

Student's name _____

Student's signature _____

Please tick here if you would like us to send you information on future OSC IB Courses and Revision Guides

Please tick here if you do not want a photographic image of you/the student taken on our courses to be used in our marketing