

Oxford Study Courses Ltd Revision Courses Terms & Conditions

1 Definitions

- 1.1 "OSC" is Oxford Study Courses Ltd
- 1.2 "Full Course" is the IB Spring Revision Course 2012 provided by OSC.
- 1.3 "Single Course" is one of the 6 consecutive time slots of 2.5 days during the Full Course.
- 1.4 "Class" is one group of students taking one subject led by a teacher for 2.5 days and individual sessions within the 2.5 days.
- 1.5 "Subject" is one IB subject at HL or SL.
- 1.6 "Final Payment Date" is 4th May 2012.
- 1.7 "College" is one of the Colleges of the Universities of Sydney and Melbourne which OSC hires for the purposes of holding the Full Course within which residential students will live and classes will be held.
- 1.8 "OSC Staff" is the people employed by OSC to run the Full Course.
- 1.9 "Parents" means parents or guardians.
- 1.10 "Student" means the IB student attending the Full Course.

2 OSC Responsibilities

- 2.1 OSC will use its reasonable care and skill to provide to the student:
 - 2.1.1 the classes for which the student is enrolled; and
 - 2.1.2 for residential students, accommodation for nights during each Single Course and for the nights between adjacent Single Courses, if required by the student, and subject to availability. Accommodation within one of the Colleges used by OSC is also subject to the Terms and Conditions of the College.
 - 2.1.3 OSC will confirm enrolment subject to availability in any Single Course after full payment is received on behalf of the student. The Full Course, Single Course, Subject or Class may be cancelled if there are insufficient students enrolled. All Subjects require a minimum enrolment of four students and students will be advised four weeks before the start date of the Full 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 fees for the Single Course.
 - 2.1.4 Parents agree to the student taking part in activities organised by OSC Staff and understand that it will not always be possible for OSC Staff to be supervising him/her 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.

3 Parent/Guardian and Student Responsibilities

- 3.1 Parents agree to pay the required deposit at the time of booking, and the balance of fees by the Final Payment Date. Additional extras added after the Final Payment Date, medical fees incurred by the student, and the cost of rectifying any loss or damage caused by the student are payable immediately.
- 3.2 While attending the Full Course, students must behave

in a respectful, responsible and entirely legal manner. In particular from the time they first arrive in the College to their final departure from College, students must:

- 3.2.1 arrive on time for all Classes unless they are ill in which case they must inform the Course Office;
- 3.2.2 if residential, personally sign in each night by 21:30 at the Course Office and remain in College thereafter;
- 3.2.3 not consume alcohol or have alcohol in their possession on College premises and regardless of age not be under the influence of alcohol;
- 3.2.4 not possess or use any illegal substances;
- 3.2.5 comply with the day-to-day rules of the Course and any instructions given by OSC Staff.
- 3.3 Parents / students will be responsible for arranging any insurance cover they wish to have including:
 - 3.3.1 medical and dental insurance;
 - 3.3.2 travel insurance;
 - 3.3.3 contents or other personal possessions insurance; and
 - 3.3.4 cancellation insurance which covers them if they are not able to take up their place for any reason such as ill health, visa problems or flight changes.
- 3.4 Parents/Guardians give their consent for:
 - 3.4.1 the student to go out of College unsupervised by OSC Staff;
 - 3.4.2 the student to undertake their own recreational activities entirely at their own risk;
 - 3.4.3 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);
 - 3.4.4 OSC to engage a private general practitioner on the students request or at the discretion of OSC Staff (the cost of which may be recovered from the parent/guardians);
 - 3.4.5 over the counter medicines to be provided by OSC Staff at the student's request.
- 3.5 Parents 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.

4 Liability

- 4.1 The parents and student indemnify and hold harmless OSC, its agents, staff, officers and representatives against any failure by the parents 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, parents are fully liable for any damage, loss or injury to persons or property, however caused by students.
- 4.2 Other than those implied by statute, OSC makes no warranty about the services and the Courses it provides. It is solely for the parents 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

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results.

- 4.3 OSC will not be liable for any loss or damage, whether direct or indirect, suffered by the student, parent 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.
- 4.4 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.
- 4.5 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.

5 Cancellation Policy

- 5.1 For online bookings you have 7 days in which you can cancel your application and receive a full refund.
- 5.2 Before the FINAL PAYMENT DATE for each Course you can cancel your booking and receive a full refund minus a AUS \$100 handling fee.
- 5.3 After the FINAL PAYMENT DATE no refunds will be made except within the 7 day cancellation period.
- 5.4 We advise you to take out cancellation insurance to cover you in case you are unable to attend your Course.
- 5.5 VISA REFUSAL: Irrespective of the Cancellation Policy above, if your visa is refused and as long as you applied for it at least one month in advance of your arrival date, you will receive a refund in full minus the AUS \$100 handling charge. Proof of refusal must be provided. Please note that visas should be applied for as early as possible.

6 Payment Terms

- 6.1 The deposit is payable on application. It is the first part of your full payment. Your place on the Course is secured with the deposit until the FINAL PAYMENT DATE for the Course.
- 6.2 The balance of fees must be paid by the FINAL PAYMENT DATE or seven days after your place is confirmed, whichever is later, in order to secure your place on the Course. (The balance is the different between the deposit and the total fee.)

You can pay in full on application if it is more convenient for you.

We reserve the right to charge the cost of any outstanding balance, medical fees, cost of loss or damage to the credit card used for payment of the Course Fees, or by other means.

7 Additional Potential Charges

- 7.1 These charges are only taken in the exceptional circumstances that a student is in serious breach of the Course Rules and has caused problems for the smooth running of the Course and the experience of other students

or College residents.

- 7.1.1 Late room vacation fine (room check out is always 8am on the day of departure; luggage is stored until departure time. Rooms have to be cleaned for new students coming in so we incur a cost for late room vacation): AUS \$100
- 7.1.2 Damage or additional cleaning fee:
As invoiced by the College
- 7.1.3 Smoking indoors or in locations other than those permitted by the College authorities: AUS \$100
- 7.2 In the event of non-compliance with these terms and conditions by student/parent, 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 require the student to withdraw from the Full Course. Parents will be informed, and student will be expected to leave the College immediately at the parents' expense. In this event no refund of fees will be made for the remainder of the Full Course.

8 Force Majeure

- 8.1 OSC will not be liable to the student or parents or other person or organisation paying for the Course in the event of any change in the Course or accommodation due to circumstances beyond the reasonable control of OSC.

9 Privacy and Data Protection

- 9.1 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 parents/guardian and student consent to the use of this information for these purposes.
- 9.2 The parents and the student agree that OSC can use photographs of the student taken during the Course for its own marketing purposes unless indicated when submitting these Terms and Conditions.

10 General

- 10.1 This agreement represents the entire agreement and understanding between OSC and the parent 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.
- 10.2 This agreement shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales 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