



## REUBEN COLLEGE - STUDENT-COLLEGE CONTRACT - 2023/24

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

**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 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 (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 documents provided with these Terms and Conditions. These include:
    - i. these Terms and Conditions;
    - ii. The College Handbook which is available online <https://reuben.ox.ac.uk/student-handbook>. The handbook is updated prior to the start of each academic year;
    - iii. the accommodation contract (if applicable);
    - iv. the Offer Letter from your College.
  - b) The College Regulations and Bylaws, and rules and policies made under them (see paragraph 11 below).
5. You will enter into 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 in order to commence your programme of study.
6. It is a condition of your contract that any information submitted with or in relation to your application (whether to the College or the University) is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). It is also a condition that you disclose any relevant unspent criminal convictions.
7. Breach of any condition has the following consequences:
  - a) If the breach is discovered after you have accepted your Offer but before you register for your course your contract with the College may be terminated at the College’s discretion; or

- b) If the breach is discovered once you are a registered student, disciplinary action may be taken against you by the College which may result in sanctions including suspension or expulsion. (If the University takes disciplinary action in respect of the same or similar matters then the College may delay, or adjourn, its own action to await the outcome of the University procedure).

### **University and College Membership**

- 8. You must be a member of a College in order to be a member of the University.
- 9. 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.
- 10. 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 action.

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

- 11. By entering into 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 <https://reuben.ox.ac.uk/governance-and-policies>. They include:
  - a) The College's Handbook, accessible on the Reuben College website <https://reuben.ox.ac.uk/>. 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, 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.
- 12. By entering into 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 11(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**

13. As a new college of the University the College is sharing some facilities and premises with another college or colleges, referred to as a 'Partner College'. The extent and duration of this arrangement depends on when works to build/install new facilities and premises designed specifically for this College are completed. At the time of writing, works on new facilities/premises are expected to complete during the 2023/24 academic year. 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 panel shall be final.

## **Your Responsibilities**

14. 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 the 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](mailto:student.fees@admin.ox.ac.uk).
  - 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 (including Covid-19) 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 sanitiser or distancing procedures. You must also immediately declare to the College if you have any serious and easily transmissible infections illness (and the College, or the University, will inform you if at any point they require students to declare Covid-19 infections).

- d) to obtain an appropriate visa or immigration permission if necessary and abide by any visa/immigration conditions including maximum permitted working hours and the types of work allowed and provide a copy of your visa/confirmation of immigration status and passport identification page when requested by the College or by 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 College and 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 College or 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](http://www.ox.ac.uk/students/visa) here: [www.ox.ac.uk/students/visa](http://www.ox.ac.uk/students/visa).

#### **Support arrangements and changes to services**

15. 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.
16. 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 reasonable changes to comply with government, local authority or Public Health England regulations or guidance, and/or its own (or the University's) 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.
17. 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 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, lectures, seminars, or events);
  - c) Providing teaching or supervision at evenings, weekends or outside Full Term<sup>1</sup>;
  - d) Requiring students to comply with health and safety measures the College deems necessary which are specific to particular sites or activities, which may be in addition to any HSI, such as additional social distancing measures, or wearing of face masks or personal protective equipment;

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<sup>1</sup> Full Term means the University's dates for Michaelmas (Autumn), Hilary (Spring) and Trinity (Summer) terms which are advertised in the University of Oxford Gazette.

- e) Staggering attendance by students so that for part of the term you are not allowed physically to attend College premises;
  - f) Varying, limiting or cancelling access to any College or Partner College services or facilities;
  - g) 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).
18. Where the circumstances in clause 16 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 17 should be construed accordingly.
19. Subject to clauses 16-18, 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 Covid-19), 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**

20. 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; 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 teaching and services.

#### **Library and IT Facilities**

21. Subject to clauses 16 to 18 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. College students may share the library and IT Facilities of a Partner College, with conditions of use set out in the College Handbook. Facilities may be withdrawn in the event of adverse circumstances beyond the control of the Colleges.

#### **Accommodation and Meals**

22. Subject to clauses 16 and 17 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.
23. Subject to clauses 16 and 17 above, the College will provide meals on the terms and conditions set out in the College Handbook, which may vary from time to time. We anticipate that some informal meals and some formal meals will be provided at a Partner College for part of the academic year and will be set out in the College Handbook.

24. 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**

25. The College will collect and use information about you in accordance with the principles set out in the College Privacy Notice: <https://reuben.ox.ac.uk/governance-and-policies>. 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 are explained in the College Handbook. This is available on the College website.

#### **Jurisdiction**

27. 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.