**BRASENOSE COLLEGE**

 **UNDERGRADUATE STUDENT - COLLEGE CONTRACT**

**STUDENT NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STUDENT DATE OF BIRTH:\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Introduction**

1. A matriculated student at Oxford University is a member both of Oxford University and of one of its constituent Colleges or Private Halls (referred to as “the College”). The two relationships are governed by separate, though interlinking, contracts. The purpose of this document is to identify the main terms of the contract which you will have with the College on acceptance of the offer of a place on a course which has been made to you. By signing and returning this document you will enter into a contract with the College (referred to as being the ‘College Contract’) on those terms.

**University and college membership**

1. The continuing relationship between you and the College is linked to your continuing relationship with the University. You agree as part of the College Contract to abide by the rules and regulations of the University, as amended from time to time in the course of your studies.
2. Once you become a member of the University by matriculation, your membership of the College will be conditional upon your remaining a member of the University. If you are subjected by the University to suspension or other sanctions, the College may also impose similar or other appropriate sanctions.
3. It is not possible for all the regulations governing your relationship with the College to be reproduced here in full. Most of them will be set out in the documents referred to in this document, namely the Student Handbook (or “Blue Book”) and accommodation contract, which will be provided to you. The contents of these documents together with the College Statutes and Bylaws, as amended from time to time in the course of your studies, form part of the College Contract. You should read them, and any subsequent amendments made to them, in the form, whether electronic or hard copy, in which they are made available.

**Undertakings by the College**

1. *Teaching.* The College will make such teaching provision for undergraduate students and visiting students as it reasonably decides is necessary for their courses of study, taking account of any relevant departmental norms. Teaching may include tutorials, classes and seminars, and may be carried out by tutors 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. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.
2. *Library and IT facilities.* Subject to paragraph 14 below, 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 Student Handbook, which may vary from time to time. Facilities may be withdrawn or limited for building works or other development, or in the event of adverse circumstances beyond the control of the College.

7. *Residential accommodation*. Subject to paragraph 14 below, the College will maintain a stock of residential accommodation that may be provided to you in connection with your studies and on the terms and conditions and in accordance with the procedures set out in the Student Handbook and Licence to Occupy, which may vary from year to year. The College will provide accommodation for undergraduates requesting it throughout their course of studies. Normally, accommodation offered will be in Brasenose (either on the main site or in a College annexe), however it may at times be offered elsewhere in Oxford for operational or other compelling reasons.

8. *Meals*. Subject to paragraph 14 below, the College will provide meals on the terms and conditions set out in the Student Handbook, which may vary from time to time. Reasonable notice will be given where possible of any occasions on which meals will not be available.

**Your Undertakings**

9. You undertake to abide by the regulations of the College as set out in the Student Handbook, including regulations concerning study, payment of fees and charges and residence (see paragraphs 11, 12, and 13 below). Failure to abide by these regulations may lead to the imposition of disciplinary measures, which may include suspension or termination of study. Procedures for disciplinary measures are explained in detail in the Student Handbook.

10. You undertake to abide by the Terms and Conditions which you were sent along with your college offer letter dated 11th January 2022, and which are provided as Appendix A to this contract.

11. *Study*. You undertake to pursue satisfactorily such studies as are required of you by any tutor, fellow or lecturer, or other qualified person, assigned by the College (or University as the case may be) to teach you. For this purpose, studies include the reading of materials, carrying out prescribed activities such as practicals, the completion of written work, attendance in tutorials and classes and lectures, and the sitting of University and internal College examinations.

12. *Fees and charges*. You undertake to pay the fees and charges due to the University and to the College which, after consultation with students (in so far as concerns College charges), may vary from year to year and to provide any guarantee or security for the payment of such fees as the College may require. The College will collect University fees and transmit them to the University.

13. *Residence*. You undertake to comply with the University residence requirements.

**Events beyond our control**

1. 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 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.
2. 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.
3. Examples of measures the College may take in such circumstances include:
	1. Providing teaching, assessment or other services wholly or partly online or via other remote or virtual means;
	2. 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);
	3. Teaching at evenings, weekends or outside Full Term
	4. Requiring students to comply with:
		1. social distancing measures;
		2. wearing of face-masks;
		3. wearing personal protective equipment;
		4. any other health and safety measures which the College deems necessary;
	5. Staggering attendance by students so that for part of the term you are not allowed physically to attend College;
	6. Varying, limiting or cancelling any course content, or optional modules;
	7. Varying, limiting or cancelling access to any or College services or facilities;
	8. Varying, limiting or cancelling any learning experiences that would, without such circumstances, normally happen face-to-face or in-person (eg work in laboratories, museums, studios, music facilities or via fieldwork or work-placement);
	9. 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.
4. 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.

**Personal Data**

18. In order to comply with the statutory obligations of the General Data Protection Regulation (GDPR) 2016/679, Appendix B is the College’s Student Privacy Notice. This notice is designed to inform you about how College uses your data and your rights under GDPR. This and more details about how your data is processed can be found at <https://www.bnc.ox.ac.uk/privacypolicies>.

 In addition, the University has its own privacy notice at <https://compliance.admin.ox.ac.uk/student-privacy-policy>.

 If you have any queries about the Privacy Notice or any other aspect of how your data is processed by the College, please email data.protection@bnc.ox.ac.uk.

 By signing and returning this document, you acknowledge that you have had free access to the College’s student privacy notice and agree to the processing of your data for the purposes laid out in that privacy notice.

**Jurisdiction**

19. This contract shall be governed and construed in accordance with English Law. By signing and exchanging this document both you and the College submit to the exclusive jurisdiction of the English courts for the resolution of any disputes which may arise out of or in connection with the contract.

**SIGNED** for and on behalf of **BRASENOSE COLLEGE, OXFORD**



Dr Simon Smith

Senior Tutor

27th July 2022

**SIGNED** by the **STUDENT**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

**BRASENOSE COLLEGE TERMS AND CONDITIONS**

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

**Contract with the College**

1. As an undergraduate student at Brasenose College you will be a member of both the College and the University.
2. You will have two separate contracts: one with the College and one with the University.
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. Should you accept your offer of a place and meet any offer conditions, you will be asked to provide signed confirmation that you accept these Terms and Conditions prior to beginning your studies.
4. Your contract with the College will be made up of these Terms and Conditions and the Student Handbook (or ‘Blue Book’, <http://www.bnc.ox.ac.uk/current-students/handbook>). Here you will find College rules on such issues as attendance, residence, student discipline, academic misconduct (such as unfair means), and how to appeal against an academic or non-academic decision, and how to submit a complaint if you are dissatisfied with your experience. The College may make reasonable adjustments to these rights and obligations during your programme of studies. Any adjustments will be communicated to you and the College will seek to ensure as far as possible that you suffer no detriment from these changes.
5. Adjustments made to comply with UK Government rules or guidance on coronavirus are set out in the College Contract.
6. Undergraduates receive their offer through UCAS which constitutes the College and University’s formal offer of a place (the “Offer”). The offer of a place at the College is usually only valid for the year of entry specified in your offer letter.
7. As an Undergraduate, you will enter into your contract with the College and University either: a. when you accept your Offer as your “Firm Choice”; or b. if you accept your Offer as your “Insurance Choice”, when your “Insurance Choice” automatically becomes your “Firm Choice” (ie because you do not get the required grades for your original “Firm Choice”).
8. Please note that your Offer is likely to be subject to academic and/or financial conditions and is distinct from any University offer letter.

**Details of the UCAS application**

1. In making an offer, Brasenose assumes that the information provided in your UCAS application is accurate and complete. In the event that a significant misrepresentation or false statement is discovered, the College reserves the right to withdraw or amend its offer to you, or terminate your membership of the College. After accepting the offer, should you wish to change the forthcoming examined courses listed on your UCAS application, it is essential that you contact the Admissions Office at Brasenose even if those courses do not form part of the conditions of your formal offer. So as not to invalidate the basis on which your offer has been made, changes to examined courses should be agreed with the College.
2. Students holding a Student Route Student Visa (formerly a Tier 4 general student visa) are required to abide by the conditions of their visa and fulfil the responsibilities set out here: <https://www.ox.ac.uk/students/visa/before/studentvisa>

Failure to abide by these conditions may result in cancellation of your visa if the University withdraws its sponsorship, resulting in termination of study.

**College and University Membership**

1. You must be a member of a College in order to be a member of the University.
2. You must obtain your University Card from the Brasenose College Office to complete the registration process for your programme of studies. Failure to do so may result in being withdrawn permanently from your degree course.
3. Your continuing relationship with the University is linked to your continuing relationship with your College. Similarly, your Offer from the University is linked to your College offer. If you decline either offer, or if you fail to meet the conditions of either offer, you will lose your place at both the University and your College.
4. If your College membership is terminated (eg for breach of College rules and regulations), your membership of the University will also end. If you are suspended by the College, or subject to other sanctions, the University may impose similar sanctions.
5. By accepting your Offer, you agree to comply with the College’s Statutes and By Laws as amended from time to time and with the Statements and Codes of Policy, Practice and Procedure which are made under them. Links to these are set out at <http://www.bnc.ox.ac.uk/about-brasenose/official-information>. They include: a. the Decanal regulations specified in the Student Handbook (‘Blue Book’) Part C. These set out behaviour by students which is considered unacceptable and which may result in disciplinary action; b. other regulations concerning your studies, residence, conduct and behaviour: examples are regulations relating to harassment, the use of IT and library facilities, health and safety issues and legislative requirements such as data protection.
6. The key provisions which you need to be aware of are summarised in your Student Handbook and in these Terms and Conditions.
7. By accepting your Offer, you agree that the College may take disciplinary action against you for breach of its regulations set out in the Student Handbook. Such action would take place under the appropriate procedure and could result in sanctions including suspension or expulsion.

**Your Responsibilities**

1. By accepting your Offer, you agree that it is your responsibility:

a. to act as a responsible member of the College community, including treating other members of the community and the public with courtesy and respect;

b. to progress your own academic studies. This will include submitting work when required to do so, meeting College and University deadlines and attending tutorials, classes and lectures;

c. to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. A wide range of support is available from your College, department, central University services, fellow students and the Student Union. Further details of options of whom to contact are set out in Part E of the Student Handbook and will be provided in your Course Handbook and University Handbook;

d. to follow good academic practice, including following the University’s policies on unfair means (including plagiarism), academic integrity in research and conflicts of interest. More information is available in Part B of the Student Handbook;

e. to ensure that your fees and other charges are paid when they are due. You are responsible for any non-payment even if your fees are being paid by a third party.

**Professional Qualification or Accreditation Requirements**

1. If your course leads to a professional qualification or accreditation you may also be subject to regulations relating to your conduct required by the relevant professional regulation body (such as fitness to study for students studying medicine). If you fail to meet these you may be unable to continue your course. More detail is available from your department and will be set out in your Course Handbook when you enrol.

**Teaching Arrangements**

1. Teaching for undergraduate students is provided by both the University and your College. The College will make such teaching provision for undergraduate students and visiting students as it reasonably decides is necessary for their courses of study, taking account of any relevant departmental norms. Teaching may include tutorials, classes and seminars, and may be carried out by tutors 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 staff availability and may not be provided in all cases. Given the variation in courses of study, it is not possible to specify a minimum amount of teaching for undergraduates in all subjects.
2. 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 Student Handbook, which may vary from time to time. Facilities may be withdrawn or limited by reason of building works or other development, or in the event of adverse circumstances beyond the control of the College.
3. Information provided by the College, such as in prospectuses, the Brasenose website, or in presentations, is accurate at the time of first disclosure. College services and the content of publications may, however, be subject to change. These changes may be necessary to meet new regulatory requirements, as a consequence of a review of facilities and teaching arrangements identifying measures needed to update delivery so that it remains contemporary, or may arise owing to circumstances beyond the reasonable control of the College. The College will seek to provide early notification of any changes and will take reasonable steps to minimise their impact, offering suitable alternative arrangements or compensation when it believes there are fair grounds for doing so.

**Fees and Payment**

1. By accepting your Offer, you undertake to pay the fees and charges due for your course (more details of which are set out in the University’s Terms and Conditions) and to the College which, after consultation with students (in so far as concerns College charges), may vary from year to year and you also undertake to provide any guarantee or security for the payment of such fees as the College may require. The College will collect course fees and transmit them to the University.
2. For UK undergraduate students, tuition fees are subject to a governmental fee cap and will not increase above the level of the fee cap.
3. Course and College fees (where appropriate) are due in full for the year no later than Week 1 of the first term or such time as you may be advised of in accordance with clause 23 (above). Students who have already applied for a tuition fee loan from the Student Loan Company or other funding source are not required to comply with this deadline.
4. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of membership of College and University.

**Living Expenses**

1. You will normally be required to live in Oxford during terms (see section B.2.1 of the Student Handbook) and will need to pay for your living costs such as food, accommodation, and personal items.
2. If you live in College accommodation this will be subject to a separate contract with the College.
3. The College does not accept responsibility for any loss or damage to your property and so you are advised to obtain relevant insurance cover against theft and other risks.

**Personal Data**

1. In order to comply with the statutory obligations of the General Data Protection Regulation (GDPR) 2016/679, the College has a Student Privacy Notice. This notice is designed to inform you about how College uses your data and your rights under GDPR. This and more details about how your data is processed can be found at <https://www.bnc.ox.ac.uk/privacypolicies>.

If you have any queries about the Privacy Notice or any other aspect of how your data is processed by the College, please email data.protection@bnc.ox.ac.uk.

By accepting your offer, you acknowledge that you have had free access to the College’s student privacy notice and agree to the processing of your data for the purposes laid out in that privacy notice.

**Complaints Procedure**

1. The College’s complaints procedure is explained in Part G of the Student Handbook. There is a subsequent right to appeal to the Conference of College’s Appeal Tribunal against disciplinary decisions imposing a substantial penalty (<http://www.confcoll.ox.ac.uk/html/main/ccat.html>) and to the Office of the Independent Adjudicator.

**Health and Safety**

1. By accepting your Offer, you agree to abide by the College’s Health and Safety Policy, a copy of which can be downloaded here: <https://www.bnc.ox.ac.uk/about-brasenose/official-information>. While a member of Brasenose, you have a legal duty to take reasonable care to avoid injury to yourself or to others. You must not damage or interfere with or misuse any equipment provided to protect your health and safety and those of others, such as fire extinguishers, smoke detectors and other equipment. If you have a medical condition which may be caused by or aggravated by study activities, you should notify the Senior Tutor or another senior member of the College’s welfare team, such as the Chaplain, Dean, or Lead Fitness to Study Officer.

**Jurisdiction**

1. Your contract with the College and any dispute arising from it (including non-contractual disputes) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.
2. No third party has any rights to enforce any of these Terms or Conditions or any other term of your College Contract.

**Disclaimer**

1. When deciding whether to accept your offer, you should rely only on material supplied to you by the University or by the College, such as Brasenose’s website, Student Handbook, and official communications from the College Office.  If you have any questions, the Admissions Officer (admissions@bnc.ox.ac.uk) will always be pleased to help you with the information you need to make an informed choice of where to study.

Prepared on behalf of Brasenose College by Dr Simon Smith, Senior Tutor and Tutor for Admissions

20.12.2021

**APPENDIX B**

**Brasenose College Student & Visiting Student Privacy Notice (v1.2)**

**A summary of what this notice explains**

Brasenose College is committed to protecting the privacy and security of personal data.

This notice explains what personal data Brasenose College holds about you, how we use it internally, how we share it, how long we keep it and what your legal rights are in relation to it.

For the parts of your personal data that you supply to us, this notice also explains the basis on which you are required or requested to provide the information. For the parts of your personal data that we generate about you, or that we receive from others, it explains the source of the data.

There are some instances where we process your personal data on the basis of your consent. This notice sets out the categories and purposes of data where your consent is needed.

**Brasenose College has also published separate notices, which are applicable to other groups and activities. Those notices may also apply to you, depending on your circumstances, and it is important that you read this privacy notice together with other applicable privacy notices:**

1. **applicants and prospective students**
2. **alumni and donors (including what financial information we hold about our alumni and how we use it when considering fundraising initiatives)**
3. **archives (which explains what data we hold about former students in our archive)**
4. **website and cookies (including how we monitor use of our website)**
5. **IT systems (including how we monitor internet and email usage)**
6. **Staff (which may be relevant if you are also employed by the College)**

You can access these and past versions of our privacy notices at:

 <https://www.bnc.ox.ac.uk/privacypolicies>

**What is your personal data and how does the law regulate our use of it?**

“Personal data” is information relating to you as a living, identifiable individual. We refer to this as “your data”.

“Processing” your data includes various operations that may be carried out on your data, including collecting, recording, organising, using, disclosing, storing and deleting it.

Data protection law requires us:

* To process your data in a lawful, fair and transparent way;
* To only collect your data for explicit and legitimate purposes**;**
* To only collect data that is relevant, and limited to the purpose(s) we have told you about;
* To ensure that your data is accurate and up to date;
* To ensure that your data is only kept as long as necessary for the purpose(s) we have told you about;
* To ensure that appropriate security measures are used to protect your data.

**Brasenose College’s Contact Details**

If you need to contact us about your data, please contact:

The Data Protection Officer
Brasenose College,
Radcliffe Square
OX1 4AJ

data.protection@bnc.ox.ac.uk.

**Data that you provide to us and the possible consequences of you not providing it**

The provision of most data that you provide to us is a contractual requirement. If you do not provide us with information that you are contractually obliged to provide, the consequences will depend on the particular circumstances. In some cases we may not be able to provide you with certain services; in other cases, this could result in disciplinary action or the termination of your contract.

**Other sources of your data**

Apart from the data that you provide to us, we may also process data about you from a range of sources. These include:

* Data that we and our staff generate about you, such as during tutorials and in connection with your attendance and accommodation at Brasenose College;
* The University of Oxford, which operates a number of systems that Colleges have access to, including access your examination results, fees outstanding, degree ceremony bookings, emergency contact details, student loan status, “right to work” checks and visa information, disability information and reports by supervisors;
* Your school or previous educational establishments or employers if they provide references to us;
* Fellow students, family members, friends, visitors to Brasenose College and other contacts who may provide us with information about you if and when they contact us, or vice versa.

**The lawful basis on which we process your data**

The law requires that we provide you with information about the lawful basis on which we process your personal data, and for what purposes.

Most commonly, we will process your data on the following lawful grounds:

* Where it is necessary to perform the contract we have entered into with you;
* Where it is necessary for the performance of a task in the public interest;
* Where it is necessary to comply with a legal obligation;
* Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your data, typically in an emergency, where this is necessary to protect your vital interests, or someone else’s vital interests. In a small number of cases where other lawful bases do not apply, we will process your data on the basis of your consent.

**How we apply further protection in the case of “Special Categories” of personal data**

"Special categories" of particularly sensitive personal data require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.

The Special Categories of personal data consist of data revealing:

* racial or ethnic origin;
* political opinions;
* religious or philosophical beliefs;
* trade union membership.

They also consist of the processing of:

* genetic data;
* biometric data for the purpose of uniquely identifying someone;
* data concerning health;
* data concerning someone's sex life or sexual orientation.

We may process special categories of personal data in the following circumstances:

* With your explicit written consent; or
* Where it is necessary in the substantial public interest, in particular:
	+ is necessary for the purposes of the prevention or detection of an unlawful act, must be carried out without the consent of the data subject so as not to prejudice those purposes; or
	+ for equal opportunities monitoring;
* Where the processing is necessary for archiving purposes in the public interest, or for scientific or historical research purposes, or statistical purposes, subject to further safeguards for your fundamental rights and interests specified in law.

We have in place an appropriate data handling policy and other safeguards that are required by law to maintain when processing such data.

Less commonly, we may process this type of data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the data public.

*Criminal convictions and allegations of criminal activity*

Further legal controls apply to data relating to criminal convictions and allegations of criminal activity. We may process such data on the same grounds as those identified for “special categories” referred to above.

**Details of our processing activities, including our lawful basis for processing**

We have a downloadable, detailed table (ROPA – Records of Processing Activities) setting out the processing activities that we undertake, the source of the data, the reasons why we process it, how long we keep it and the lawful basis we rely on for both your personal and special category data. It can be found at <https://www.bnc.ox.ac.uk/privacypolicies>

The table includes detailed information about how and why we process various categories of data, and the related lawful basis including:

* Details of which course you are studying
* Other data that is necessary to the operation of the Brasenose College student contract or to the functioning of Brasenose College including:
	+ any data about you contained in your assessed work, our assessments of your work and details of any qualifications you are awarded;
	+ details of any disciplinary complaints or decisions about you;
	+ your contact and accommodation details;
	+ any communications you have with us, and any communications we generate about you, for example if you ask us to defer your studies to a later academic year;
	+ details of any payments that you make to us, including your bank/payment card details.
* Data you and others sent us when you applied to us (including information sent to us via UCAS and your predicted grades). This includes your academic record and personal statement which we use to assess your application;
* Details of any relevant criminal convictions, allegations or chargesthat we ask you to declare to us either when you apply to us, or whilst you are a student, or which are reported to us, and of any Disclosure and Barring Service checks that we request. Relevant criminal convictions or charges are those that indicate an applicant or student might pose an unacceptable risk to other students or staff.

More information is available for undergraduate admissions at:

<https://www.ox.ac.uk/admissions/undergraduate/applying-to-oxford/decisions/criminal-convictions?wssl=1>

And for graduate admissions at:

<https://www.ox.ac.uk/admissions/graduate/applying-to-oxford/university-policies/criminal-convictions?wssl=1>.

* Information that you voluntarily provide to us about any disabilities or health conditions you have, and about your age, ethnicity, gender, religion and belief, and/or sexual orientation. You may also provide this information to us as part of the equality monitoring that we undertake pursuant to our legal obligations under the Equality Act 2010.
* Where you inform us of a health condition or disability, we will take this information into account when considering whether to make a reasonable adjustment under equality law and in other cases where we are legally required to.
* Data about you that we have to collect by law (for example where UK immigration law requires us to record information about you, or to report it to the immigration authorities);
* Data that we voluntarily provide about you, either whilst you are a student or after you graduate, for example if you ask us for a reference.
* Bank and other payment details, where we need to reimburse you, or where you provide such details to us when making a payment.

**How we share your data**

We will not sell your data to third parties. We will only share it with third parties if we are allowed or required to do so by law. This includes for example:

* where we are required to report information about students that are subject to visa controls to UK Visas and Immigration;
* where we are required to report information to the University of Oxford in order for it to fulfil its obligations to report information to the Higher Education Statistics Agency or its successor body in order to comply with regulatory obligations;
* where we decide to report alleged criminal misconduct to the police;

It also includes disclosures where the third party is an agent or service provider appointed by the Brasenose College to enable us to operate effectively, provided we are satisfied that appropriate safeguards have been put in place to ensure adequate levels of security for your data.

All our third party service providers are required to take appropriate security measures to protect your personal information in line with our Supplier Information Security policies, and are only permitted to process your personal data for specific purposes in accordance with our instructions. We do not allow our third party providers to use your personal data for their own purposes.

More information on the categories of recipients of your data is set out in a table called Brasenose Data Sharing found here <https://www.bnc.ox.ac.uk/privacypolicies>.

**Automated decision-making**

We do not envisage that any decisions will be taken about you based solely on automated means, however we will notify you in writing if this position changes.

**Sharing your data outside the European Union**

The law provides various further safeguards where data is transferred outside of the EU.

When you are resident outside the EU in a country where there is no “adequacy decision” by the European Commission, and an alternative safeguard is not available, we may still transfer data to you which is necessary for performance of your contract with us, or to take pre-contractual measures at your request.

We will not transfer your data outside the European Union without first notifying you of our intentions and of the safeguards that apply to your data.

**How long we keep your data**

The detailed record of processing activities (ROPA) explains how long we will keep your data. This can be found at <https://www.bnc.ox.ac.uk/privacypolicies>

In some cases student data is retained permanently for archiving and/or research purposes, as explained in the table. Brasenose College’s privacy notice relating to its archives has further detail about the information retained in the archive and your rights when data is archived.

Please note that we may keep anonymised statistical data indefinitely, but you cannot be identified from such data.

**Your legal rights over your data**

Subject to certain conditions set out in UK data protection law, you have:

* The **right to request access** to a copy of your data, as well as to be informed of various information about how your data is being used;
* The **right to have any** **inaccuracies** **in your data corrected**, which may include the right to have any incomplete data completed;
* The **right to have your personal data** **erased** in certain circumstances;
* The **right to have the processing of your data** **suspended**, for example if you want us to establish the accuracy of the data we are processing.
* The right to receive a **copy of data you have provided to us**, and have that transmitted to another data controller (for example, another University or College).
* The **right to object to any direct marketing** (for example, email marketing or phone calls) by us, and to require us to stop such marketing.
* The **right to object to the processing of your information** if we are relying on a “legitimate interest” for the processing or where the processing is necessary for the performance of a task carried out in the public interest. The lawful basis for any particular processing activity we carry out is set out in our detailed table of processing activities (ROPA) that can be found at this link: <https://www.bnc.ox.ac.uk/privacypolicies>**.**
* The **right to object to any automated decision-making** about you which produces legal effects or otherwise significantly affects you.
* Where the lawful basis for processing your data is **consent**, you have the **right to withdraw your consent at any time**. When you tell us you wish to exercise your right, we will stop further processing of such data. This will not affect the validity of any lawful processing of your data up until the time when you withdrew your consent. You may withdraw your consent by contacting the College Data Protection Officer:

The Data Protection Officer
Brasenose College,
Radcliffe Square
OX1 4AJ

data.protection@bnc.ox.ac.uk.

Further guidance on your rights is available from the Information Commissioner’s Office (<https://.ico.org.uk/>). You may also wish to contact the College’s Data Protection Officer if you are considering how or whether to exercise your rights.

You have the right to complain to the UK’s supervisory office for data protection, the Information Commissioner’s Office if you believe that your data has been processed unlawfully.

**Future changes to this privacy notice, and previous versions**

We may need to update this notice from time to time, for example if the law or regulatory requirements change, if technology changes, if the University makes changes to its procedures, or to make College’s operations and procedures more efficient. If the change is material, we will give you not less than two months’ notice of the change so that you can decide whether to exercise your rights, if appropriate, before the change comes into effect. We will notify you of the change by email.

You can access past versions of our privacy notices here:

<https://www.bnc.ox.ac.uk/privacypolicies>

**Version control: V.1.2 (May 2018)**