

BRASENOSE COLLEGE GRADUATE STUDENT COLLEGE CONTRACT 2024

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. This is distinct from any University offer letter.

University and College Membership

2. 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. 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.
3. 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. If your College membership is terminated (e.g. for breach of College rules and regulations), your membership of the University will also end.
4. It is not possible for all the regulations governing your relationship with the College to be reproduced here in full. Your contract with the College is made up of these Terms and Conditions and the [Student Handbook \(or ‘Blue Book’\)](#). Here you will find rules on issues such as residence, College regulations, how to appeal against an academic or non-academic decision, and how to submit a complaint if you are dissatisfied with your experience. 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. 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. Graduates receive their offer of entry on to their specific programme of study from the department or faculty which constitutes the University’s formal offer of a place (your “University place”).
6. Graduates receive their offer of a college place from the college admitting them into membership (your “College place”).
7. By accepting your College 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.

Undertakings by the College

8. *Administration:* The College will provide such administrative support for graduate students as it reasonably decides to be necessary in connection with the pursuit of a programme of studies at Oxford.
9. *Library and IT facilities.* 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.
10. *Teaching:* All teaching for graduates is provided by the relevant Departments and is not the responsibility of the College.
11. *Residential accommodation.* 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. Normally, accommodation offered will be in Brasenose (graduate accommodation in a College annexe, off the main site), however it may at times be offered elsewhere in Oxford for operational or other reasons. The majority of first year graduate applicants who have accepted a place will usually be offered College accommodation, on a first come first served basis, but this cannot be guaranteed. There is not normally any accommodation available to graduates beyond year 1. 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.
12. *Meals.* 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

13. 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, supervisions, seminars, 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 who 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 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;
 - f. to comply with the University residence requirements. You will normally be required to live within a specified distance from the centre of Oxford during terms unless the University agrees to exempt you from this condition (see section B.2.1 of the Student Handbook).

14. Failure to abide by the College 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.
15. *Fees.* You undertake to 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 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 see the Fees and Funding pages of the University website (<https://www.ox.ac.uk/admissions/graduate/fees-and-funding>), or if your query is not covered there, contact student.fees@admin.ox.ac.uk. (College fees do not cover accommodation or food, which are charged separately to those students who receive them).

Professional Qualification or Accreditation Requirements

16. 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.

Events beyond our control

17. 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 (force majeure), such as: pandemic, epidemic, a local health emergency necessitating measures to reduce risk of infection or illness, industrial action, 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.
18. Where such emergencies or events arise, 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.
19. 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, epidemic or local health emergency necessitating measures to reduce risk of infection or illness or by compliance with guidance from Public Health England.

Financial Conditions

20. Separate from any requirements set by the Department or Faculty, the offer of a College graduate place at Brasenose is contingent on your meeting the following financial conditions. A Financial Declaration form is sent to you along with your offer letter. Offer holders are asked to complete this form to:

- a) show that you have sufficient funding to cover the course fees for Year 1 of your course, by providing financial evidence such as a letter from your scholarship sponsor or your bank;
 - b) give your assurance that you are able and willing to meet all course fees beyond Year 1, if the duration of your course is longer than a year; and
 - c) give your assurance that you are able and willing to meet your living costs for the duration of your course.
21. The Fees and Funding section www.graduate.ox.ac.uk/funding of the Graduate Admissions website has full details of the Financial Declaration process, the course fees payable for your programme and a guide to living costs in Oxford. It also has information about fee status (Home or Overseas).
22. The attached Financial Declaration form includes the fees that will be payable according to the University's current assessment of your fee status, and for which you will need to provide evidence. The current assessment of your fee status is provided by the College for information only. If you wish to verify that your fee status is correct or query the assessment that the University has made, please contact the University Fees Office on fees.clerk@admin.ox.ac.uk.

Fees and Payment

23. 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.
24. Course fees are due in full for the year no later than Week 1 of the first term. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of membership of College and University.
25. Research students who are still under active supervision beyond their maximum period of fee liability for their programme will be liable to pay a College and a University continuation charge for each term you they are registered beyond the normal course length (<https://www.ox.ac.uk/admissions/graduate/fees-and-funding/fees-and-other-charges/continuation-charges>) The Fees and Funding website at www.graduate.ox.ac.uk/funding has information on course fees, living costs in Oxford, fee status, as well as the expected completion time for your programme and continuation charges levied beyond the period of standard fee liability. You will also find fee information for your course in the individual course pages of our Course Guide (www.graduate.ox.ac.uk/courses).

Visa application (if applicable)

26. The initial offer letter you received from your department will have included where necessary information about a Student Visa application (formerly known as a Tier 4 general student visa). It is your responsibility to investigate visa options and requirements and make the necessary arrangements to ensure that you arrive in the UK with an appropriate visa. For further information and advice about visa requirements, please refer to the Home Office website at: <https://www.gov.uk/check-uk-visa>, and see the University website at: <https://www.ox.ac.uk/students/visa/before/studentvisa> or email student.immigration@admin.ox.ac.uk.

Representations

27. Information provided by the College, such as in authorised 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.

Health and Safety

28. 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 or Dean.

Personal Data

29. In order to comply with the statutory obligations of the UK Data Protection Act 2018 the College's Student & Visiting Student Privacy Notice can be found on the link below. This notice is designed to inform you about how College uses your data and your rights under the UK Data Protection Act 2018. 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.

30. 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.

Complaints Procedure

31. 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 Colleges' Appeal Tribunal and thereafter to the Office of the Independent Adjudicator.

Deferral of entry

32. The University does not normally consider requests for a deferral of entry, and you are therefore expected to start on your programme on the date set out in your offer letter. If you encounter unforeseen and unforeseeable circumstances, you may submit a request for deferral of entry for no more than one year provided you have met all your conditions, including the financial conditions set by the College. To check eligibility criteria for a deferral request, please go to: <http://www.graduate.ox.ac.uk/acceptingyouroffer>. If you believe you are eligible and wish to apply for a deferral of entry, please submit your request in writing to your department and copying your correspondence to the College (Admissions Office: admissions@bnc.ox.ac.uk).

Migration to another College

33. Since you have been offered a College place, there are only two grounds on which a change of College during this admissions period is then possible: (i) the University moves you to another College to secure funding on your behalf; (ii) another College is better able to support any disability, long-term health conditions, or specific learning difficulties which you may declare or you have declared. If you wish to make a request of a college change under point (ii) above, please do not approach alternative colleges as they will not be able to help, but contact the central Graduate Admissions and Funding Office by emailing graduate.admissions@admin.ox.ac.uk.

Right to Cancel

34. You are entitled to cancel your acceptance of a place at the College for any reason within a period of fourteen days beginning on the day after the day on which we receive notification of your acceptance of this offer. You can do so by sending a notice in writing stating that you wish to cancel your acceptance of the offer of a place. The notice should be sent by e-mail to admissions@bnc.ox.ac.uk. Note that by cancelling your acceptance of the offer, you will be withdrawing from both the University and the College.

Jurisdiction

35. 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.

Disclaimer

36. When deciding whether to accept your offer, you should rely only on material supplied to you by the University or authorised by the College, such as Brasenose's website, Student Handbook, and 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.

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



Prof Eamonn Gaffney
Tutor for Graduates

Signed by the **STUDENT**

Signature: _____

Name: _____

Date: _____