**BRASENOSE COLLEGE**

 **UNDERGRADUATE STUDENT - COLLEGE CONTRACT**

**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, including the Terms and Conditions in Appendix A, the Student Handbook (or “Blue Book”) and accommodation contract, which will be provided to you if you wish to live in College accommodation. 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 11 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.

**Your Undertakings**

8. 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. 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.

9. You undertake to abide by the Terms and Conditions, which are provided as Appendix A to this contract.

10. *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/undergraduate/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).

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.

**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 (force majeure), 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 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 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.
3. 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**

1. 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.

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**

1. 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

14th August 2025

**SIGNED** by the student

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

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

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

**APPENDIX A**

**BRASENOSE COLLEGE TERMS AND CONDITIONS FOR UNDERGRADUATE OFFER HOLDERS**

**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 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.
4. Your contract with the College will consist of these Terms and Conditions and the Student Handbook (or ‘Blue Book’ which is available online at <https://www.bnc.ox.ac.uk/about-brasenose/official-information>). 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. 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.
6. As an Undergraduate, you will enter into your contract with the College and University when you accept your Offer as your “Firm Choice” or, if Oxford is your insurance choice, you enter into the contract when it becomes your “Firm Choice” (i.e. because you do not get the required grades for your original “Firm Choice”).
7. 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 (e.g. 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:
	1. 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.
	2. 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 the Student Handbook (‘Blue Book’) 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 (‘Blue Book’). 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:
	1. to act as a responsible member of the College community, including treating other members of the community and the public with courtesy and respect;
	2. 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;
	3. 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;
	4. 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;
	5. 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.

**Representations**

1. 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 Home undergraduate students, tuition fees are subject to a governmental fee cap and will not increase above the level of the fee cap.
3. Course fees are due in full for the year no later than Week 1 of the first term. 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 undertake to comply with the University residence requirements. 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 UK Data Protection Act 2018, the College has a Student Privacy Notice. This notice is designed to inform you about how College uses your data and your rights under the act. 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

08.01.2025