



1. DEFINITIONS

- a. **"OSC"** is Oxford Study Courses (Australia) Pty Ltd.
- b. **"IB"** refers to the International Baccalaureate Organisation and its associated qualifications.
- c. **"Course"** is the IB Exam Revision Course 2020 provided by OSC.
- d. **"Single Course"** is one of the time slots of 2.5 days during the Course.
- e. **"Subject"** is one IB subject.
- f. **"Class"** is one group of students taking one Subject led by a teacher for 2.5 days and individual sessions within the 2.5 days.
- g. **"Deposit"** is the initial payment made against the full course fee, to secure the booking of your course and to cover the administration charges.
- h. **"Final Payment Date"** is 28th August 2020.
- i. **"Venue"** is one of the venues which OSC hires for the purposes of holding the Course within which classes will be held. For 2020, these will include parts of Redlands School, NSW.
- j. **"OSC Staff"** is the people employed and contracted by OSC to run the Course.
- k. **"Parent"** means one or more parents or legal guardians of the Student.
- l. **"Student"** means the IB student attending the Course.
- m. **"Course Office"** is the administrative centre for the Course or Venue.

2. OSC RESPONSIBILITIES

- a. OSC will use its reasonable care and skill to provide to the Student a class environment with Students of similar academic needs, led by teachers who are highly experienced in the requested Subject(s).
- b. OSC will confirm enrolment subject to availability in any Single Course after payment is received on behalf of the student. All Classes require a minimum enrolment of four Students.
- c. OSC may cancel any Course, Single Course, Subject or Class if there are insufficient Students enrolled and Students will be advised four weeks before the start date of the Single Course in this event. Students may then choose another Subject or obtain a full refund of the fees for the Single Course.
- d. Where OSC holds a Class open and at the start date of the Class there are insufficient Students enrolled, OSC may, at its sole discretion, substitute one-to-one tuition of approximately half the number of scheduled teaching hours for the booked Class.
- e. OSC Staff will provide reasonable guidance and/or assistance as it deems necessary whilst on course to encourage the Student to:
 - i. behave responsibly and in accordance with the day-to-day rules and the student pledge;
 - ii. maintain a good standard of health and well-being;
 - iii. remain safe whilst at OSC Venues and in the surrounding area, whether or not they are supervised by OSC Staff.

- f. OSC may offer one or more activities to Students attending a Course. Any risks associated with an activity will be explained in advance and if the Student decides to participate, they will do so at their own risk.
- g. In order to keep class sizes small and/or to ensure the Student is in the most appropriate class, OSC reserves the right to change the order in which the Subjects are taken.
- h. All OSC Staff and teachers agree to treat Students with the courtesy and respect they deserve as young adults. OSC operates a strict non-discrimination policy with regard to disability, ethnic origin, nationality, religion, gender, age and sexual orientation.
- i. OSC will deal promptly with any issues, grievances or complaints, whether raised by the Student or Parent. OSC Staff are trained to deal with most issues, otherwise please contact OSC using the e-mail address and telephone number provided on the website. A copy of OSC's full complaint procedure is available on request.
- j. In the event of circumstances beyond OSC's control affecting a Class, e.g. a teacher falling ill or sudden loss of Venue, OSC will make reasonable efforts to come up with a practical alternative. However, in the unlikely event that OSC deems it necessary to cancel a Class, a refund (less administration fee) for that Class only will be offered.
- k. OSC cannot be held liable for any costs incurred by the Student or Parent and strongly recommends appropriate insurance is arranged in advance.

3. PARENT AND STUDENT RESPONSIBILITIES

- a. A place on an OSC Course can be booked for themselves by a Student, or on behalf of a Student by their Parent(s). In either case the applicant warrants they can enter into this agreement, must be acting in good faith and both the Student and Parent must be in full knowledge of each other's needs and wishes.
- b. OSC will send a copy of the application and accompanying terms and conditions to the email addresses provided for the Student and the Parent and will assume that all parties provide their unreserved agreement unless informed otherwise in writing.
- c. If a Student or Parent notifies OSC that they do not agree to the terms and conditions in full, the offer of a place on the Course may be withdrawn by OSC. Under these circumstances, no refund of monies paid will be provided unless the notification by the Student or Parent is within the cancellation period as stated in clause 5a.
- d. Due to limited availability in all the Courses, Students are strongly advised not to make travel or other arrangements until receipt of the email confirming the Course place. OSC cannot be held liable for any costs incurred prior to having the Course place confirmed.
- e. The applicant agrees to pay the required Deposit at the time of booking, and the balance of fees by the Final Payment Date. Additional extras added after the Final Payment Date, medical fees incurred by the Student, and the cost of rectifying any loss or damage caused by the Student are payable immediately.
- f. Where a Class has been booked in an undecided subject, the



Student/Parent must confirm to OSC the choice of Subject before the Final Payment Date. If OSC has not been informed of the choice by this date, no refund will be offered in the event we are unable to run a Class in the Subject of choice.

- g. Whilst attending the Course, Students must behave in a respectful, responsible and entirely legal manner. In particular, from the time they first arrive in the Venue to their final departure from the Venue, Students must:
- arrive on time for all Classes unless they are ill, in which case, they must inform the Course Office;
 - treat all OSC Staff, teachers and Students with respect and courtesy;
 - not consume, or have in their possession alcohol or any illegal and/or intoxicating substances either in or outside the Venues;
 - comply with the student pledge, the day-to-day rules of the Course and any instructions given by OSC Staff.
- h. The Parent/Student will be responsible for arranging any insurance cover they wish to have including:
- medical and dental insurance;
 - travel insurance;
 - contents or other personal possessions insurance;
 - cancellation insurance which covers them if they are not able to take up their place for any reason such as ill health, visa problems or flight changes;
 - any case of cancellation due to confirmed pandemic-based health advice on restrictions to either travel, Venue or teaching staff.
- i. The Parent gives their consent for:
- the Student to go out of the Venue unsupervised by OSC Staff;
 - the Student to undertake their own recreational activities entirely at their own risk;
 - medical treatment to be given to the Student if required and recommended by a qualified medical practitioner (the cost of which may be recovered from the Parent);
 - OSC to engage a private general practitioner at the request of the Student or at the discretion of OSC Staff (the cost of which may be recovered from the Parent).
- j. It is essential to the safety and wellbeing of each Student that the application form is completed accurately and fully. Students with disabilities or any educational, dietary, social, personal, psychological, medical or religious needs that may require special attention, treatment or medication are obliged to provide sufficient information at the earliest opportunity to enable OSC to consider whether they can be accommodated or if reasonable adjustments can be made.
- k. Failure to notify OSC of any such need as set out in 3j prior to the Course start date may result in OSC having to withdraw the offer of a place on the Course. OSC reserves the right to request medical evidence in such form as it, in its absolute discretion, deems appropriate in light of the special requirements.
- l. In the event of non-compliance with these terms and conditions by Student/Parent, or if the Student engages in any behaviour which, in OSC's opinion does or is likely to prejudice the safety and smooth running of the Course, OSC reserves the right to require the Student to withdraw

from the Course. The Parent will be informed, and the Student will be expected to leave the Venue immediately at the Parent's expense. In this event no refund of fees will be made for the remainder of the Course.

4. LIABILITY

- The Parents and Student indemnify and hold harmless OSC, its agents, Staff, officers and representatives against any failure by the Parents or Student to comply with these conditions and any rules reasonably imposed by OSC in connection with the operation of the Course. To the fullest extent permitted by law, the Parent is fully liable for any damage, loss or injury to persons or property, however caused by the Student.
- Other than those implied by statute, OSC makes no warranty about the services and the Courses it provides. It is solely for the Parents and Student to determine the Student's academic needs and abilities, and the suitability of any OSC Course. OSC makes no warranty about the impact and effect of the Course upon the Student's academic performance or exam results.
- OSC will not be liable for any loss or damage, whether direct or indirect, suffered by the Student, Parent or any sponsoring institution caused by OSC's negligence or breach of these terms and conditions. OSC is not responsible for any loss, theft or damage to the Student's personal property during the course.
- In the event of any such OSC liabilities arising, the maximum liability of OSC shall be equivalent to the amount of fees paid for the Course in question, although nothing in these terms shall limit OSC's liability for those liabilities that cannot be excluded by law, including personal injury caused by negligence or fraudulent misrepresentation.
- Save only for liabilities which cannot by law be excluded, the maximum liability of OSC for breach of contract shall be the amount of fees paid for the Course in question.

5. CANCELLATION TERMS

- For all bookings there is a cancellation period of 14 days from the date on the "OSC Order Acknowledgement" email, during this period the application can be cancelled, and a full refund, less administration fee issued.
- Before the Final Payment Date for each Course, the booking can be cancelled and a refund, minus an AU\$150 administration fee, will be issued.
- After the Final Payment Date, no refund will be made except under clause 5a.
- For bookings made within 14 days of the start of the Course, any cancellation refund will only apply to whole unused Single Courses.
- OSC recommends the Student or Parent take out cancellation insurance to cover the Student as in clause 3h.
- If OSC cancels any event before the start of the course or instance in clause 9 (Force Majeure), a full refund, less administration fee, will be given for the event fees but will not cover any other expenses incurred in the process of booking, such as travel or accommodation.



6. VISAS

- a. It is the sole responsibility of the Student and/or the Parent to ensure the appropriate visa is in place before attending the Course. Students are strongly encouraged to contact their local Embassy, Consulate or High Commission in good time to ensure they are allowed to enter and attend the Course in their chosen country.
- b. No visa support documentation will be provided by OSC until all the fees have been received.
- c. Visa Refusal: in addition to the Cancellation Policy above, if a correct visa is applied for in good faith at least one month in advance of the start of the whole Course and the application is refused, an application can be made to OSC for a refund in full minus the administration fee. Proof of refusal must be provided. Not having received a reply regarding the visa application does not qualify the Student for a refund.

Please note: OSC recommends that visa applications are submitted to the appropriate authority at least three months in advance of the course start date. See clause 6c for further information.

7. PAYMENT TERMS

- a. The Deposit of AU\$150 per Single Course to cover administration costs is payable on application. It is the first part of the full payment. On receipt of the Deposit, the Student's place on the course is secured only until the Final Payment Date.
- b. The Course fee can be paid in full on application.
- c. For applications secured with a Deposit, OSC reserves the right to withdraw the place on the course if the outstanding balance is not received by the Final Payment Date.
- d. For applications made after the Final Payment Date, the full course fees must be received by OSC within 48 hours in order to secure the place on the Course.
- e. OSC reserves the right to charge the cost of any outstanding balance, to provide full settlement of account, and we will therefore contact you for your preferred payment method.

8. POTENTIAL PENALTIES

- a. These charges are only taken in the exceptional circumstances that a Student is in serious breach of the Course rules and has caused problems for the smooth running of the Course and the experience of other Students or Venue residents.
 - i. Damage or additional cleaning fee: as invoiced by the Venue
 - ii. Smoking indoors or in locations other than those permitted by the Venue authorities: AU\$100

9. FORCE MAJEURE

OSC reserves the right to cancel the course, without liability to the Student or Parents or other person or organisation paying for the Course to either in the case of:

- a. change in the Course or accommodation due to circumstances beyond the reasonable control of OSC.
- b. any confirmed travel restriction, for either party, where the course cannot be run to the minimum number.
- c. local or governmental advice on health restrictions such as pandemic "lockdowns"
- d. any unforeseen action which causes severe disruptions to the safe running of the event.
- e. any other reasons beyond our control, which OSC deems necessary to cancel the Course.

10. PRIVACY AND DATA PROTECTION

- a. Any information that is provided will be treated in accordance with Data Protection legislation, and OSC's Privacy Statement, available at <https://oxfordstudycourses.com/legal/privacy-policy/>, which sets out the means by which OSC collects, stores and processes different types of personal information.
- b. In order to properly manage its Courses OSC requires that photographs of Students are taken for security and identification purposes.
- c. OSC may also take images of Students for other purposes as outlined in our Privacy Statement. Permission for these will be sought during the registration process or at the time the image is captured, whichever is more appropriate. For more information please see the Privacy Statement.

11. GENERAL

- a. This agreement represents the entire agreement and understanding between OSC and the Parent and the Student and supersedes any previous agreement relating to the subject matter of this agreement. No term of this agreement shall be enforceable by a third party.
- b. This agreement shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in accordance with this agreement.
- c. Whilst the agreement is governed and construed under the Law of England and Wales, all participants must consider and comply with the local laws and legislation which covers the venue in question and OSC will not be liable for any breach of such law.
- d. Unless otherwise stated in writing, all prices quoted are in \$ Australian Dollar.