
THE OXFORD CENTRE FOR RELIGION AND PUBLIC LIFE

C5 GENERAL STUDENT TERMS AND CONDITIONS

1. Purpose and status of these Terms

These Terms set out the general contractual terms that apply where OCRPL, acting as an Independent Alternate Provider of Higher Education (IAPHE) in education, contracts directly with a student for education or related student services. They are intended to operate together with a Programme-Specific Schedule, the offer letter, fee notice and other documents expressly identified as forming part of the student contract.

Where an awarding or partner institution contracts separately with the student, that institution's terms may also apply. OCRPL will not describe multiple organisations collectively as a single 'University' unless the legal relationship genuinely supports that description.

2. Contracting parties and Programme-Specific Schedule

Before an offer is made, OCRPL must identify in writing the organisations responsible for the main parts of the student relationship.

- a. the legal entity making the offer and the legal entity (or entities) contracting with the student;
- b. the awarding body and exact award title;
- c. which organisation registers the student;
- d. which organisation provides teaching, supervision and student support;
- e. which organisation controls assessment, progression, academic appeals and award decisions;
- f. which organisation invoices or receives fees and which is responsible for refunds/compensation;
- g. which complaints procedure, academic appeals route and any independent review / ADR route apply;
- h. which organisation is responsible for student protection/continuity; and
- i. any material data-sharing or international-transfer arrangement relevant to the programme.

3. Documents forming the student contract and order of precedence

Unless the Programme-Specific Schedule states otherwise, the contract consists of the offer letter, Programme-Specific Schedule, these Terms, fee notice, identified material programme information, applicable regulations/procedures and any partner terms expressly identified before contract formation.

If documents conflict, the Programme-Specific Schedule should state the order of precedence. A term that would materially disadvantage the student must not be introduced merely by placing a later policy or rule online.

4. Offer, acceptance and conditions

- a. The offer letter must explain when the contract is formed and how the student accepts it.
- b. Any academic, documentary, financial, immigration or other conditions that must be satisfied before enrolment must be stated clearly.
- c. OCRPL may withdraw an offer where a material condition is not met, the applicant supplied materially false information, or another lawful and fair ground stated in the offer/regulations applies.
- d. Material pre-contract information and applicable terms should be supplied in a durable and retrievable form before the student is bound.

5. Deferred entry

A deferral does not automatically permit OCRPL or a partner to replace the student's contract with materially different terms without proper notice. Where a student defers entry, OCRPL will explain which terms and fees apply to the deferred intake before the student confirms the deferred place. Any material change must be fair, transparent and legally supportable.

6. Programme information and accuracy

OCRPL will take reasonable steps to ensure that material information supplied to applicants and students is accurate, clear, accessible and consistent with the Programme-Specific Schedule.

- a. Material claims about awarding status, accreditation/recognition, programme content, delivery mode, staffing, supervision, assessment, study location and outcomes must be supportable.
- b. Where OCRPL is not the awarding body, this must be stated prominently and accurately.
- c. OCRPL will correct material inaccuracies promptly and communicate significant corrections to affected applicants/students.

7. Tuition fees and mandatory additional costs

The tuition fee, currency, payment recipient, payment timetable and unavoidable mandatory additional charges must be stated in the Programme-Specific Schedule and/or cohort fee notice before the student is bound.

- a. OCRPL will not rely on obsolete fee years, speculative inflation ranges or undefined future fees in current student terms.
- b. Where fees vary in future academic years, the basis or method of calculation must be stated clearly and operated fairly.
- c. Unavoidable mandatory charges must be disclosed upfront; where a charge cannot reasonably be calculated in advance, the basis for calculating it must be explained.
- d. Optional expenses and student living/personal costs should be distinguished from mandatory programme charges.
- e. Cohort fee schedules must be version-controlled and archived.

8. Payment, sponsorship and third-party funding

- a. The student remains responsible for amounts due under the applicable fee notice unless OCRPL or the fee recipient has accepted a sponsor or third party as liable for the relevant amount.
- b. Where a sponsor is expected to pay, the fee notice should explain what happens if sponsorship is delayed, reduced or withdrawn.
- c. OCRPL will not impose academic sanctions for non-academic debt where doing so would be unlawful or unfair.
- d. Payment methods and contact details should be provided through current finance guidance rather than permanently embedding a named individual's contact details in these Terms.

9. Withdrawal, suspension and interruption of study

A student's liability on withdrawal, suspension or interruption will be determined by the applicable fee/refund terms, the effective date, services already supplied and statutory rights. Any pro-rata charging method must be transparent and must not create an unfair penalty.

10. Statutory cancellation rights

Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply to a distance or off-premises service contract, the student normally has 14 days from the day the contract is entered into to cancel without giving a reason.

- a. The student may cancel by any clear statement. A model cancellation form may be provided but must not be mandatory.
- b. OCRPL must provide legally required information about the right to cancel before contract formation.
- c. If the student expressly asks for services to begin during the cancellation period, the consequences must be explained. Where permitted by law, a proportionate amount may be payable for services supplied before cancellation if the legal information/consent requirements have been satisfied.
- d. Any refund due following statutory cancellation will be made within the applicable legal timeframe using a lawful method.
- e. Nothing in these Terms limits statutory cancellation rights.

11. Refunds and compensation

Refund and compensation rights are governed by applicable law, the Programme-Specific Schedule, the Refund and Compensation Policy and Student Protection arrangements. If those documents conflict, OCRPL will apply the interpretation legally required and will not use an internal policy to remove statutory rights.

The Terms must identify the entity responsible for making any refund where fees have been collected by OCRPL on behalf of an awarding or partner institution.

12. Student obligations and accuracy of information

Students must provide information that is accurate and complete to the best of their knowledge and promptly correct material inaccuracies. Materially false or fraudulent information may lead to withdrawal of an offer, termination of registration or disciplinary action, but any decision must be proportionate and follow the applicable procedure.

13. Academic regulations and student conduct

Students must comply with academic and conduct regulations properly identified as applicable to their programme. The Programme-Specific Schedule must state whether those regulations are OCRPL's, an awarding body's, a partner's, or a combination.

Important or potentially surprising rules, including progression requirements, academic misconduct consequences, attendance/engagement requirements and termination grounds, should be brought to the student's attention before contract formation.

14. Changes to regulations, programme or services

OCRPL and any responsible partner may need to make changes for legitimate academic, legal, regulatory, safety, staffing, technological, partnership or operational reasons. Any right to make changes must be interpreted narrowly and fairly.

- a. Material changes must not be made merely for convenience where they cause unjustified student detriment.
- b. Affected students/applicants should receive clear advance information and consultation where appropriate.
- c. OCRPL will consider reasonable alternatives and mitigation.
- d. Where a material change fundamentally alters the student bargain and cannot reasonably be mitigated, remedies may include continuation arrangements, alternative provision, transfer support, withdrawal, refund or compensation where legally/contractually appropriate.
- e. Material changes should be recorded in a Programme Change Log or equivalent record.

15. Programme suspension, closure and student protection

If recruitment is suspended, a programme is closed, a partnership changes or another event threatens continuation, OCRPL will act under its current Trustees-approved Student Protection Plan or other formally approved student-continuity arrangements, together with the relevant partner agreement. These arrangements are intended to identify continuation risks, support affected students, protect academic records, consider teach-out or alternative provision, and coordinate any applicable refund or compensation response.

OCRPL will not promise that a receiving institution will accept transfer or advanced standing unless that institution has confirmed the arrangement.

16. Events outside reasonable control

OCRPL will not be responsible for delay or failure caused by events genuinely outside its reasonable control to the extent permitted by law, but will take reasonable steps to prevent or minimise disruption, communicate with students, protect academic continuity and consider appropriate remedies.

This clause does not exclude or limit liability where exclusion is prohibited by law and does not remove rights under consumer law, student protection arrangements or applicable contractual remedies.

17. Complaints, academic appeals and independent review

- a. Service complaints should use OCRPL's current Student Complaints Procedure. A complaint form may be provided to assist students, but a clear complaint in another accessible format should be accepted where reasonable.
- b. Challenges to academic decisions should use the applicable Academic Appeals Procedure or the procedure of the responsible awarding or partner institution, as identified for the programme.
- c. The Programme-Specific Schedule must state which organisation is responsible for complaints, academic appeals and any independent review or Alternative Dispute Resolution (ADR) route.
- d. When OCRPL's internal process has concluded, the final written outcome should identify any independent ADR or external review route that OCRPL has formally adopted or that applies through a partner. If no external scheme applies, completion of the internal process does not affect any statutory or legal rights available to the student.

18. Partnership and awarding-body arrangements

OCRPL's role must not be overstated. Partner names, logos, validation/accreditation statements and award descriptions must be authorised and current.

If OCRPL collects fees on behalf of a partner, the contract must explain that arrangement and distinguish fee collection from academic awarding authority.

19. Intellectual property

Any intellectual-property provision affecting student work must be clear, specific and fair. OCRPL will not use a blanket assignment of all student intellectual property as a default term. Any programme-specific IP requirement must be disclosed before contract formation.

20. Equality, disability and reasonable adjustments

OCRPL and relevant partners will comply with applicable equality obligations within their respective responsibilities. Students should disclose support needs through the appropriate confidential route where adjustments are sought. Information will be shared only where lawful and reasonably necessary to assess or implement support.

21. Data protection and privacy

Personal data will be processed under applicable UK data-protection law, OCRPL Privacy Notices and, where relevant, partner privacy notices.

- a. These Terms do not rely on blanket consent for processing that is required for contract performance, legal obligation or other lawful bases.
- b. Where OCRPL and a partner share student data, the privacy information should explain the relevant roles and international-transfer arrangements.

- c. Detailed categories of disclosure to public authorities, sponsors or employers should be stated accurately in the relevant privacy notice rather than assumed as a general contractual permission.

22. Immigration status and international students

OCRPL is not a licensed UK Student sponsor and does not issue a Confirmation of Acceptance for Studies (CAS). An offer, enrolment or other OCRPL document does not itself give a student a right to enter or remain in the United Kingdom.

- a. Students are responsible for ensuring that they hold any immigration permission required for their circumstances and should use current GOV.UK guidance or obtain advice from an appropriately regulated immigration adviser where necessary.
- b. OCRPL may provide ordinary factual information about a student's programme, enrolment or fees where appropriate, but it will not issue a CAS, present itself as a Student sponsor, or make immigration-status guarantees.
- c. Where a partner institution has its own immigration or Student-sponsorship responsibilities, those responsibilities remain with that partner and must be described accurately in the Programme-Specific Schedule or partner documentation.
- d. OCRPL does not provide immigration legal advice. Students remain responsible for obtaining appropriate advice and complying with any immigration conditions that apply to them.

23. Communications

The offer and Programme-Specific Schedule should identify official communication channels. Students are responsible for keeping their contact details current and checking the official account/portal specified for their programme. OCRPL should not assume that every student receives a particular "University email account" unless this is actually provided.

24. Liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

Any other limitation of liability must be fair, transparent, proportionate and legally enforceable. OCRPL will not rely on a blanket exclusion of liability for failure to provide contracted educational services.

25. Termination by OCRPL

OCRPL may terminate its contractual relationship only on a lawful, proportionate and clearly stated ground, such as serious/material breach, fraud, non-payment where fair procedures have been followed, or a regulatory/academic decision that lawfully requires termination.

26. Severability and third-party rights

If a provision is held invalid or unenforceable, the remainder of the contract will continue so far as legally possible.

Unless the Programme-Specific Schedule expressly states otherwise, no person who is not a party to the relevant contract may enforce a term under the Contracts (Rights of Third Parties) Act 1999.

27. Governing law and jurisdiction

Any OCRPL contract governed by these Terms is intended to be governed by the law of England and Wales, subject to mandatory consumer protection and any separate partner contract identified in the Programme-Specific Schedule.

Nothing in this clause is intended to prevent a consumer from exercising any mandatory right to bring proceedings in another court or jurisdiction that applicable law permits.

28. Changes to these Terms

OCRPL may update these Terms for future applicants/cohorts. For existing students, material changes will only be made where there is a legitimate reason and a fair legal/contractual basis, with appropriate notice, consultation and mitigation. A new annual version must not automatically replace the contractual terms applicable to an existing student.

29. Records, version control and acceptance evidence

- a. OCRPL will retain the version of these Terms and Programme-Specific Schedule applicable to each cohort/student;
- b. OCRPL will retain evidence of offer and acceptance/contract formation;
- c. fee notices and material programme information will be archived;
- d. material changes and student communications will be recorded; and
- e. records will be retained under OCRPL's approved records-management arrangements and any applicable legal hold.

30. Review and approval

These Terms are approved by the Trustees. Material revisions will be reviewed against applicable law, OCRPL's operational arrangements and current programme and partner responsibilities before publication or use.

31. Principal legal and compliance references

- a. Consumer Rights Act 2015.
- b. Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- c. Digital Markets, Competition and Consumers Act 2024, including unfair commercial practices provisions applying from 6 April 2025.
- d. Competition and Markets Authority (CMA) guidance relevant to unfair commercial practices and unfair consumer contract terms, including CMA207 and CMA37, as updated from time to time.
- e. Equality Act 2010, including applicable duties concerning non-discrimination and reasonable adjustments.
- f. Applicable UK data-protection law, including the UK GDPR and Data Protection Act 2018, together with OCRPL's current approved privacy arrangements.
- g. Contracts (Rights of Third Parties) Act 1999; and current GOV.UK immigration information relevant to individual students where applicable, without implying that OCRPL is a Student sponsor or CAS issuer.

32. Institutional status and interpretation

For the purposes of these Terms, OCRPL is an Independent Alternate Provider of Higher Education (IAPHE). Nothing in these Terms should be interpreted as representing OCRPL as an OfS-registered provider, an OIA member, a university, a degree-awarding body or a UK Student sponsor.

Where a programme is delivered with a partner or awarding university, the Programme-Specific Schedule and applicable agreements must identify which organisation is responsible for registration, teaching, supervision, assessment, progression, award, complaints, academic appeals, fees, refunds, continuity and any immigration sponsorship.

33. Approval

These General Student Terms and Conditions are approved by the Trustees and take effect only for the students/cohorts to whom the approved version is properly issued or incorporated into the contract.