



# **TERMS AND CONDITIONS 2021**

Oxford Investment Programme

## USEFUL CONTACT DETAILS

**Postal address:**

Flat 1, 45 Tower Bridge Rd, London, SE1 4TL, United Kingdom

**Telephone number:**

(020) 3004 9708

*\*see also Oxford Investment Programme website*

<https://www.investmentprogramme.co.uk/>

**Director and Head Tutor:**

Revi Panidha (07780970811)

**Programme Coordinator:**

Elisa Nikaj (+355) 694610587

**Admissions:** [info@investmentprogramme.co.uk](mailto:info@investmentprogramme.co.uk)

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**Important Information**

**Websites:** <https://www.investmentprogramme.co.uk/>

**Email:** [info@investmentprogramme.co.uk](mailto:info@investmentprogramme.co.uk)

Single Sign-On/WebAuth: Students may require an Oxford Single Sign-On guest username and password, which gives you access to many web-based services at Oxford.

Course information is provided by faculties and departments, usually by means of course handbooks and information on websites.

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Before paying the deposit to the Oxford Investment Programme (“the School”), enrolling students must ensure that they fully understand the following terms and conditions (“this Contract”), which is written in English.

A successful receipt of the deposit by the School is regarded as acceptance of this Contract.

### **1. Definitions and interpretations**

The following definitions and rules of interpretation apply in this Contract.

- 1.1. “this Contract” means the terms and conditions contained herein.
- 1.2. “the School” means the Oxford Investment Programme.
- 1.3. “the Student” means a participant in the educational course to be provided by the School.
- 1.4. Except where a contrary intention appears, a reference to a Clause is a reference to a clause of this Contract.

### **2. Particulars**

- 2.1. The Student shall provide the School with their full name, address and age, no later than 30 days prior to the start date of the course.

### **3. Variations**

- 3.1. Save as otherwise expressly provided in this Contract, the School reserves the right to vary the terms of any Clause in this Contract with 30 days’ notice to the Student.

### **4. Balance payment**

- 4.1. The sum of 100% of the balance of the course fees as adjusted in accordance with Clause 4 shall be paid by the Student to the School no later than 7 days after receiving the Acceptance Letter.
- 4.2. If any amount remains unpaid after its due date, then without limiting the School’s other rights or remedies, the Student shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of the bank. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 4.3. All payments shall be made by the Student to such bank account as the School may from time to time notify the Student.
- 4.4. Prices are subject to change and reasonable notice will be given of any such change.
- 4.5. In the event that the Student registers less than 30 days before the start date of the course, they shall pay on registration the full amount of the course fees which is the combined total of the deposit and the balance payment.

### **5. Cancellations, terminations and refunds**

No purported cancellation shall be of effect unless in writing (by email or postal mail) in legible and unambiguous English and actually received by the School. Any such cancellation shall be of effect only from the date on which it is actually received by the School in writing (if by email at [info@investmentprogramme.co.uk](mailto:info@investmentprogramme.co.uk) if by postal mail at 45 Tower Bridge Road, SE1 4TL, United Kingdom) and shall be on the following terms:

**5.1. Cancellations or terminations on or after start date**

Where a cancellation or termination of a course occurs on or after the start date for any reason by the Student, the Student shall receive no refund of any course fees already paid or incurred.

**5.2. Postponement**

The Student may not postpone their registration or carry forward their fees paid to a subsequent course at a later date. For the avoidance of doubt, this Clause shall remain applicable whatever the reason given for requesting a postponement or carrying forward of course fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the course.

**5.3. Cancellation before the course for medical reasons**

In the event of the Student becoming ill before the start date of the course and being unable to attend the course or any part of it in consequence thereof, no refund of any fees will be made save as provided in Clauses 5.1 and 5.2.

**5.4. Cancellation during the course for medical reasons**

In the event of the Student becoming ill during the course no refund of any fees will be made.

**5.5. Transfer of fees to another student**

The Student may not transfer their registration or transfer their fees to another student. For the avoidance of doubt, this Clause shall remain applicable whatever the reason given for requesting a transfer of course fees paid including (but without prejudice to the generality of the foregoing) illness arising before or during the course.

**6. Termination**

6.1. The School has a **zero-tolerance policy** and shall be entitled to terminate this Contract by written notice to the Student if the payment of 100% of the total balance has not been made by at least 1 day before the start date of the course;

**7. Consequences of complete or partial termination**

7.1. The School accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 6.1.

7.2. Following the point of termination pursuant to Clause 6.1, the Student shall be immediately informed.

7.3. Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have further obligations to the other under this Contract following termination.

### **8. The Student's responsibilities**

#### **8.1. The Student undertakes with the School:**

- (a) if requested by the School to provide satisfactory references in respect of the Student;
- (b) to behave responsibly;
- (c) to treat all other persons with care and respect;
- (d) not to commit any act which breaches the criminal law of, or infringes the civil rights of any other person under the laws of, England or any other jurisdiction within the United Kingdom;
- (e) to follow all instructions communicated or otherwise published by or on behalf of the School; and

8.2. As provided in Clauses 6 and 7, the School reserves the right at any time to exclude from the course and terminate this Contract in respect of any Student whose behaviour is, in the opinion of the School, unacceptable or an unacceptable nuisance or annoyance to other Students.

8.3. The School reserves the right not to issue or to rescind the Student's graduation certificate where the Student has in the opinion of the School breached any or all of the terms contained in this Contract.

### **9. Limitation of liability**

9.1. The School shall not be liable to the Student for any costs, claims or proceedings howsoever whether actual or contingent arising in connection with the performance or contemplated performance of this Contract.

9.2. Without limiting the generality of this Clause 9 or of the Contract as a whole, the School will not accept liability in the following circumstances:

- (a) if the failure or breach of this Contract is in whole or in part the fault of the Student;
- (b) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond the School's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (c) if the failure or breach of this Contract is in whole or in part attributable to any event which the School or the supplier of any service, even with all reasonable care, could not foresee or forestall.

### **10. Force majeure**

Without prejudice to Clause 9, the School shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract arising out of circumstances beyond its control, which it has notified at any time to the Student including but not limited to:

- (a) occurrences or threatened or suspected occurrences of activities of suspected terrorists;

- (b) human or animal disease;
- (c) fire or floods;

### **11. Assignment**

- 11.1. This contract is personal to the Student who may not assign or dispose of any of their rights hereunder or sub-contract or otherwise delegate any of their obligations hereunder.
- 11.2. The School shall be entitled to assign the benefit and/or burden of this Contract to any person or company without requiring any consent of the Student.

### **12. Notices and service**

- 12.1. Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by first class pre-paid post or email) to the other party at their address as stated in the last communication received from them.
- 12.2. Any notice or other information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepared and posted and that it has not been so returned to the sender shall be sufficient evidence that such notice or information has been duly given.
- 12.3. Any notice or other information sent by email or comparable means of communication shall be deemed to have been duly sent on the date of transmission provided that a confirming copy thereof is sent by first class pre-paid post to the other party within 24 hours after transmission.
- 12.4. Service of any legal proceedings concerning or arising out of this Contract may be effected by causing the same to be delivered to any address provided by the Student or his/her parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

### **13. Governing law and jurisdiction**

- 13.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 13.2. The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

### **14. Third party rights**

The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Contract and nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this Contract.

### **15. General**

Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the School and the Student or any other person. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this Contract are for convenience only and shall not affect its interpretation.

### **16. Alterations**

The School reserves the right to make alterations without prior warning to their academic and extracurricular timetables depending on the availability of lecturers and other staff and other factors.

### **17. Insurance**

17.1. It is compulsory for the Student to be at all times comprehensively insured to cover the costs of course fees in the event of cancellation.

### **18. Representation**

The Student undertakes with the School:

(a) not to make trade mark use of any name, trade mark or logo of the School; and

### **19. Communication of this Contract**

19.1. The School shall communicate to the Student the terms contained in this Contract in several ways in order to ensure that such terms are successfully received and understood.

19.2. Specifically, this Contract will be:

(a) presented every day online on our website at [www.investmentprogramme.co.uk](http://www.investmentprogramme.co.uk) as a link which may be viewed and printed off in full at any time; and

(b) presented together with the Acceptance Letter.

19.3. If the Student is not prepared to be bound by the terms of this Contract, they must notify the School in writing immediately after the first communication to them of this Contract and the registration will be cancelled at that point and any money paid will be refunded.

### **20. Marketing, photography and videos**

20.1. Unless advised in writing on the contrary by the Student, the Student agrees to participate in promotional activities undertaken by the School which include photography, videoing, recording and other such activities.

20.2. These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns.

### **21. Press/media**

The Student shall not during their course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to the School or any of its employees, members or workers or its clients or business referrers without the prior written consent of a director of the School and shall remove or recall all such material which has been so published immediately upon being asked to do so by or on behalf of the School insofar as it is within the Student's power to do so.

### **22. Complaints procedure**

The Student is entitled to make a complaint by following the complaints procedure documented on the School's website at [www.investmentprogramme.co.uk](http://www.investmentprogramme.co.uk).

### **23. About the Oxford Investment Programme ("the School")**

The School is a project of the Axiom Tutoring Limited, a company incorporated in England under company number 7919070 with its registered office at Flat 1, 45 Tower Bridge Road, London, SE1 4TL, United Kingdom. The School is not a part of and does not operate under the aegis of Oxford University.

### **24. The School and the University of Oxford**

It is important to be clear that the School is not part of or otherwise affiliated to the University of Oxford. The School contracts with tutors from those institutions but does not operate under the aegis of the University of Oxford.

### **25. Continuing obligations**

- 25.1. The following provisions of this Contract shall survive expiry at termination of this Contract howsoever they arise and shall continue in force indefinitely:  
Clause 4 (Balance payment), Clause 6 (Termination), Clause 7 (Consequences of complete or partial termination), Clause 8 (The Student's responsibilities), Clause 9 (Limitation of liability), Clause 13 (Governing law and jurisdiction), Clause 19 (Representation), Clause 21 (Marketing, photography and videos), Clause 23 (Complaints procedure).

### **26. Value Added Tax (VAT)**

All prices stated by the School in its electronic and paper-marketing materials are inclusive of VAT.