

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 6 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Business Day" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Charges" the charges payable by the Customer for the supply of the Services in accordance with clause 5 and any additional charges noted in the Contract.

"Commencement Date" has the meaning given in clause 2.2. "Conditions" these terms and conditions as amended from time to time in accordance with clause 11.5.

"Contract" the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, incorporating the Order, the Specification, any attachments and any documents expressly referred to in the Order and/or the Specification and these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"Course(s)" any courses delivered to a Student as part of the Services.

"Customer" the person or firm who purchases Services from the Supplier.

"Customer Default" has the meaning set out in clause 4.2.

"Order" the Customer's order for Services as set out in the Customer's written acceptance of the Supplier's quotation. "Services" the services supplied by the Supplier to the Customer as set out in the Specification.

"Specification" the description or specification of the Services provided in writing by the Supplier to the Customer set out in our brochure and/or on our website and/or told to you in the course of email exchanges.

"Student" a student of the Customer who has applied, been offered a place on a course offered by the Supplier or otherwise becomes a registered student of the Supplier. "Supplier" Oxford International Education & Travel Limited trading as Oxford International English Schools (company number 02666738) whose registered office is at New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to writing or written includes fax and email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 Any descriptive matter or advertising issued by the Supplier are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of one calendar month from its date of issue.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the offer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 provide the Supplier with such information as the Supplier may reasonably require in order to supply the

Services, and ensure that such information is complete and accurate in all material respects;

4.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

4.1.4 comply with the Supplier's requirements in respect of the English Language School comprised in the Services and its policies and procedures as notified to the Customer from time to time; and

4.1.5 comply with any additional obligations as set out in the Specification.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services.

5.2 The Customer shall pay the Charges in advance of the supply of the Services and in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract. The Supplier shall invoice the Customer at the time of booking confirmation.

5.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 7, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

6.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

6.2 References to liability in this clause 6 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

6.3 Nothing in this clause 6 shall limit the Customer's payment obligations under the Contract.

6.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: 6.4.1 death or personal injury caused by negligence; 6.4.2 fraud or fraudulent misrepresentation; and 6.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.5 Subject to clause 6.3 (No limitation in respect of deliberate default), and clause 6.4 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer for all loss or damage shall not exceed the total amount of commission due to the customer during the relevant calendar year.

6.6 The caps on the Supplier's liabilities shall be reduced by:

6.6.1 payment of an uncapped liability; 6.6.2 amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

6.7 Subject clause 6.3 (No limitation in respect of deliberate default), clause 6.3 (No limitation of customer's payment obligations) and clause 6.4 (Liabilities which

cannot legally be limited), this clause 6.7 sets out the types of loss that are wholly excluded:

6.7.1 loss of profits;

6.7.2 loss of sales or business;

6.7.3 loss of agreements or contracts.

6.7.4 loss of anticipated savings;

6.7.5 loss of use or corruption of software, data or information;

6.7.6 loss of or damage to goodwill; and

6.7.7 indirect or consequential loss.

6.8

The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

6.9 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

6.10 This clause 6 shall survive termination of the Contract.

7. CANCELLATIONS & REFUNDS

7.1 Before Arrival

7.1.1 In the event the Customer cancels in respect of a valid Order for a Student, having given more than 14 days' prior notice to the Course or accommodation start date (whichever is earlier) to the Supplier in writing, or a Student's visa application is rejected in respect of a valid Order, the Supplier will refund fees received in full to the Customer less a £100 administration fee.

7.1.2 In the event the Customer cancels in respect of a valid Order for a Student, having given notice amounting to 14 days or less prior to the Course or accommodation start date (whichever is earlier) to the Supplier in writing, a cancellation fee will be charged to the Customer equivalent to one week of tuition, one week of homestay accommodation and a £100 administration fee in respect of that Student's Order.

7.1.3 Specific terms will apply to all cancellations which include residential accommodation.

7.1.4 Students who are required to provide a student visa invitation letter will only be entitled to a refund if their visa application has been refused and provide the Supplier with a copy of the refusal letter.

7.1.5 Any Student cancellations must be made in writing addressed to the Supplier.

7.1.6 If the Supplier has made a Major Change to the course, as defined in clause 10.2.2, the Customer will be entitled to a full refund of course fees in respect of affected Students.

7.2 After Arrival

7.2.1 Students who require a visa may not be able to shorten or reduce the number of lessons of their course due to the terms of their visa. The Supplier cannot alter any Course that is required to be completed under the terms of the Student's visa. The Customer will not be entitled to a refund or credit in respect of any Student if they wish to reduce their number of lessons per week.

7.2.2 The following shall apply to cancellations:

7.2.2.1 Courses of 1-7 weeks in length - tuition fees are non-refundable and Courses cannot be cancelled, shortened or lessons reduced in number;

7.2.2.2 Courses 8-23 weeks in length - can be shortened by a maximum of 2 weeks if the Customer provides two weeks' prior written notice addressed to the Supplier; or

7.2.2.3 Courses 24 weeks or more - can be shortened by a maximum of 4 weeks if the Customer provides two weeks' prior written notice addressed to the Supplier.

7.2.3 In respect of clause 7.2.2.2 and 7.2.2.3 any resulting credit may only be used to upgrade a Student's Order.

7.2.4 If the Supplier has made a Major Change to the course, as defined in clause 10.2.2, the Customer will, in respect of affected Students, be entitled to a refund of their Course fee less any time already spent on the Course.

7.3 Cancellation of Accommodation After Arrival

The following shall apply to Student accommodation:

7.3.1 Bookings of 7 weeks or less - shall not be entitled to any refund for any reason; and

7.3.2 Bookings of 8 weeks or more - the Customer must provide four weeks' prior written notice of termination addressed to the Supplier in respect of any Student, otherwise a four week cancellation fee will apply.

7.4 Refunds

7.4.1 Any refunds due will be paid to the Customer (or such other person or entity who originally paid the Student Course fees). Any such refunds will be processed within 45 calendar days of written confirmation by the Supplier.

8. TERMINATION

8.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's written notice.

8.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract where the Supplier seeks to make a Major Variation to the Contract which the Customer does not agree with.

8.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

8.3.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

8.3.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

8.3.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 8.3.1 to clause 8.3.3, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

9. CONSEQUENCES OF TERMINATION

9.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

9.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

9.3 If the Customer terminates pursuant to clause 8.2 the Supplier will provide the Customer with a refund of the pro-rated Student Course fees according to time already spent by the Student on the Student Course. If no time has been spent then the Customer will be refunded in full the Student Course fees.

10. SUPPLIER VARIATION

10.1 The Supplier will be permitted to make certain variations to the Contract without the prior consent of the Customer (at all times assessing the potential impact of such changes on the Students) including but not limited to where a variation is:

10.1.1 to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;

10.1.2 as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;

10.1.3 to comply with any requirement set by the Office for Students and/or any other regulatory or funding body;

10.1.4 to comply with awarding/accrediting body requirements;

10.1.5 to deal with unavoidable changes in the Supplier's academic and/or support staff;

10.1.6 to address and/or to take steps in response to a security threat;

10.1.7 to incorporate sector good practice guidance;

10.1.8 in light of student feedback and/or external examiners' feedback;

10.1.9 to reflect material developments in academic teaching, research and/or professional standards and/or requirements;

10.1.10 giving effect to minimum enrolment numbers or fall in future enrolment numbers;

10.1.11 regarding withdrawal of any relevant validation or accreditation

10.1.12 to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider; or

10.1.13 for any other valid reason.

10.2 Pursuant to clause 10.1 the Supplier will be permitted to make the following variations (which represent a non-exhaustive list):

10.2.1 variations of a minor nature ("Minor Variations"), including but not limited to those:

10.2.1.1 reasonable variations to the timetable for delivery of Student Courses;

10.2.1.2 reasonable variations to the number of classes/lectures and other teaching activity relating to Student Courses;

10.2.1.3 reasonable variations to the methods by which Student Courses are delivered and/or assessed;

10.2.1.4 reasonable variations to the content and syllabus of Student Courses;

10.2.1.5 variations to the location of the Student Course teaching facilities, provided these are within the same city and/or provided they are of equivalent quality as those in the Offer;

10.2.1.6 relating to additions and/or withdrawals of certain non-core modules on the Student Courses;

10.2.1.7 variations to reading lists to manage changes in the relevant subject area relating to the Student Courses to ensure the same remains as up-to-date as possible; or

10.2.1.8 procedural variations to the Supplier's student handbook that helps improve the Student offering.

10.2.2 variations of a major nature ("Major Variations"), including but not limited to those:

10.2.2.1 variations to the way the Supplier or any member of its group teaches, supervises and/or assesses a Student Course to ensure that the Supplier is continuing to provide that course to the Student lawfully and/or in accordance with academic standards and quality;

10.2.2.2 to make additions and/or withdrawals of certain core/compulsory modules on the Student Courses;

10.2.2.3 to implement more significant variations to the Student Courses;

10.2.2.4 altering the Supplier's security procedures to such an extent as may materially impact on the way Students previously acted when on the Supplier's campus;

10.2.2.5 significant variations to the location or specification of the Student Course teaching facilities, which could include moving the Student Course to a different campus or a location that is not located near the original delivery campus; or

10.2.2.6 to make significant variations to the Supplier's student handbook that help improve them where the same are not to the benefit of the Students.

10.2.2.7 The Customer will be notified of any Major Changes in accordance with clause 11.8 and no less than 14 days' notice prior to the change being made.

11. GENERAL

11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

11.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

11.3 Confidentiality.

11.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of one year after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

11.3.2 Each party may disclose the other party's confidential information:

11.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

11.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement.

11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised

representatives).

11.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.8 Notices.

11.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to admissions@oxfordinternational.com.

11.8.2 Any notice shall be deemed to have been received:

11.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

11.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

11.8.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.8.3 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9 Third party rights.

11.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.