



TERMS & CONDITIONS OF ENROLLMENT: SUMMER COURSES FOR STUDENTS AGED 13-18

Academic year 2024-25

Upon registration for a course (which means payment of at least the Enrollment Fee provided in Clause 3) offered by OR Education Inc. ("Oxford Royale"), the Student is bound by the following terms and conditions (this "Contract"):

The Student and, where applicable, their parents or legal guardians must ensure that they fully understand the terms of this Contract (and, if necessary, take appropriate steps to enable them to do so), before they become bound by its terms under Clause 3.2.

If the Student is aged over 18 at the time of entering into this Contract, they do so themselves or by their duly authorized agent acting on their behalf (although the Student shall be the party to this Contract). If the Student is aged under 18 at the time of entering into this Contract, a parent or legal guardian must enter into this Contract on the Student's behalf (and both the contracting parent or legal guardian and the Student shall be parties to this Contract).

Except where otherwise indicated, any capitalized term used in this Contract shall have the meaning set forth in Section 30.

1. Particulars

This Contract applies to any and all Courses booked by a Student, including, without limitation, any Courses booked after the initial registration for a Course as set forth in Section 3.2.

After registering for a Course, the Student shall provide Oxford Royale with their full name, address and date of birth, together with any special medical, accommodation, educational or dietary requirements, and any other information requested by Oxford Royale promptly on demand and in any event not later than 60 days prior to the start date of the Course (or, where the Student has registered for

more than one Course in any given year, prior to the start date of the Student's earliest Course).

2. Variations; Amendments

Except as otherwise expressly provided in this Contract, no variation, amendment or other modification to this Contract shall be binding unless agreed in writing between Oxford Royale (acting by a director of the Oxford Royale) and the Student.

3. Enrollment Fee; Contract Effectiveness

3.1 In order to secure registration for the Course(s) booked, the Student shall pay to Oxford Royale an enrollment fee (the "Enrollment Fee"), in British pounds sterling, in such sum as may be stipulated when the appropriate course is selected on the webpage at www.oxford-royale.com/apply. Where more than one Course is being booked, the Student shall pay the aggregate amount of all applicable Enrollment Fees for such Courses. The Enrollment Fee(s) shall be non-refundable except as set forth in Section 7 below.

3.2 Upon receipt of the Enrollment Fee by Oxford Royale from the Student (or on the Student's behalf) this Contract shall come into and be of full force and effect. By paying the Enrollment Fee the Student agrees to be bound by this Contract in all respects.

4. Booking Incentives

Oxford Royale may from time to time offer various booking incentives. Any incentive available at the time of original booking shall apply to the booking in accordance with its own stated terms and, where any such incentive applies, shall take precedence over the terms of this Contract insofar as it may conflict with them. Any incentive which had expired or ceased to be available at the time of booking shall not apply to the booking. Any incentive which may be made available subsequent to the time of booking shall not apply to the booking unless Oxford Royale, in its absolute discretion, determines to extend such incentive to existing bookings.

5. Balance Payment

5.1 All monies owing to Oxford Royale (including but not limited to the balance of any Course fees) shall be paid by the Student (or on the Student's behalf) to Oxford Royale not later than 90 days before the start date of the Course. Where the Student has registered for more than one Course in any given year, all monies owing to Oxford Royale in respect of all such Courses shall be paid not later than 90 days before the start date of the earliest of those Courses.

5.2 If any amount remains unpaid after its due date, the Student shall pay to Oxford Royale in addition interest thereon at eight percent (8%) (or the maximum amount permitted by applicable law) compounding monthly from the due date until the date of payment

(irrespective of whether the date of payment is before or after any judgment or award in respect of the same) without prejudice to any other rights or remedies of Oxford Royale.

5.3 All payments shall be made by the Student (or on the Student's behalf) without set-off or deduction of any kind in British pounds sterling.

5.4 Prices are subject to change and reasonable notice will be given of any such change. Oxford Royale reserves the right to make changes to Course fees to take account of error, omissions, or other factors.

5.5 In the event that the Student registers less than 90 days before the start date of the Course the full amount of the Course fees shall be due and payable upon registration.

5.6 For the avoidance of doubt, and without prejudice to any other part of this Contract, the Student will not be permitted to commence the Course if any monies owing to Oxford Royale remain unpaid by the start date of the Course, and in such circumstances Oxford Royale may terminate this Contract pursuant to Clause 9.1(a).

6. Payments

6.1 Any payment made by the Student (or on the Student's behalf) to Oxford Royale shall be made by bank transfer, by debit or credit card transaction (made by the card holder), or by any other method made available by Oxford Royale through their selected payment provider only.

6.2 The Student is responsible for covering any applicable bank charges when making payments to Oxford Royale.

7. Student's Right to Cancel within 14 Days of Registration

7.1 The Student has the right to cancel this Contract, without giving any reason, within 14 days of its coming into effect in accordance with Clause 3.2 ("Cancellation Period").

7.2 To exercise the right to cancel, the Student shall inform Oxford Royale of their decision to cancel this Contract prior to the expiration of the Cancellation Period by a clear written statement sent by email to admin@oxford-royale.co.uk, or by mail (postmarked prior to the expiration of the Cancellation Period) to Oxford Royale, 38C Grove Street, Ridgefield, Connecticut 06877, USA. The Student may email, fax or mail the model cancellation form available on the website of Oxford Royale, but it is not obligatory to do so.

7.3 If the Student cancels this Contract in accordance with this Clause 7, Oxford Royale shall reimburse the Student for all payments received from them. The reimbursement shall be made without undue delay, and not later than 28 days after the day on which Oxford Royale receives the Student's decision to cancel this Contract. Oxford Royale

shall make the reimbursement using the same means of payment as the Student used for the initial transaction and the Student will not incur any fees from Oxford Royale as a result of the reimbursement. Where payment or part payment has been made by or on behalf of the Student using a voucher issued by Oxford Royale, the value of the voucher shall be refunded in the form of another voucher.

8. Cancellations, Terminations and Refunds Not Falling within Clause 7

This Clause 8 shall apply to any cancellation by the Student not falling within Clause 7 and shall be without prejudice to that clause. No purported cancellation shall be of effect unless given in writing (by email to admin@oxford-royale.co.uk, or by post to Oxford Royale, 38C Grove Street, Ridgefield, Connecticut, 06877, USA) in legible and unambiguous English. Any such cancellation shall be of effect only from the date of actual receipt by Oxford **Royale** and shall be on the following terms:

8.1 Enrollment Fee

Except pursuant to a cancellation within the Cancellation Period pursuant to Clause 7, no refund of the Enrollment Fee paid under Clause 3 will be made under any circumstances.

8.2 Cancellations before Start Date

For the remaining balance of the Course fees, the following terms apply:

(a) in cases where 100% of the balance of the Student's fees have been received prior to cancellation, the following refund amount shall be provided to the Student:

Period before Start Date:	Refund Due (%)
120 days +	100
90-119 days	50
45-89 days	10
0-44 days	0

(b) Where Oxford Royale has received a partial payment of the remaining balance of the Course fees owed from the Student, the Student shall be entitled to a refund of the portion of the fees received based on the following thresholds:

Period before Start Date:	Refund threshold (% of total remaining balance)
90-119 days	50
45-89 days	90

For example, where the remaining balance of the Student's fees is £5,700.00, and the Student notifies Oxford Royale of their intention to cancel 95 days prior to the start of their Course, they will be entitled

to a refund of any payments received in excess of the threshold of £2,850.00 (i.e. 50% of the Student's total remaining balance).

(c) Where the Student has registered for more than one Course in any given year, the "start date" referred to in the tables above shall be the start date of the earliest of those Courses.

(d) All refunds shall be net of (1) any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Oxford Royale and (2) a management charge of £100.00.

8.3 Cancellations or Terminations on or after Start Date

Where the Student cancels on or after the start date of the Course for any reason, the Student shall receive no refund of any Course fees already paid or incurred.

8.4 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 8.4 shall remain applicable whatever the reason given for requesting a postponement or carrying forward of Course fees paid (including, without limitation, illness arising before or during the Course).

8.5 Cancellation before or during the Course for Medical Reasons

In the event the Student becomes ill before the start date of the Course and is unable to attend the Course or any part of it as a result, no refund of any fees will be made, except as provided in Clause 8.2 above. In the event of the Student becoming ill during the Course and is unable to attend the Course or any part of it as a result, no refund of any fees will be made. For these reasons the Student is strongly advised to obtain insurance providing coverage for the Student in the event of illness before or during the Course.

8.6 Absence without Cancellation

The Student shall not, under any circumstances (except in accordance with the procedures set out in the Rules & Regulations), be absent from the Campus at any time during the Course, or otherwise withdraw from the Course, without having made a written cancellation in accordance with this Clause 8.

8.7 Transfer to Another Course

Should the Student wish to transfer to another Course taking place between the same dates as the Course for which they have booked, or to transfer another class on the same Course, they may request such a transfer up to and including seven (7) days before the date on which the booked Course from which they wish to transfer is due to

commence, by completing the form at <https://www.oxford-royale.com/contact-us>, via the chat facility on Oxford Program's website, or by requesting support on the Oxford Royale Portal at <https://portal.oxford-royale.com>. In such circumstances, Oxford Royale shall endeavor to fulfill the Student's request (subject to availability and other relevant factors) but shall be under no obligation to do so. If the course to which the Student wishes to transfer has higher Course fees than the original Course, the balance of additional Course fees shall be paid upon confirmation of the transfer. If the Course to which the Student wishes to transfer has lower Course fees than the original Course, Oxford Royale shall issue a refund of the difference (net of any foreign exchange losses, any credit card or other banking or transfer charges and any similar expenses incurred by Oxford Royale).

After the seventh (7th) day before the date on which a Student's booked Course is due to commence, no applications to transfer to another Course will be considered.

After the Course has commenced, should the Student wish to transfer to another course taking place between the same dates and on the same Campus, or to transfer to a different class within the same course and on the same Campus, they may apply to the Program Director on that Campus. In such circumstances, Oxford Royale shall endeavor to fulfil the Student's request (subject to availability of a place and other relevant factors) but shall be under no obligation to do so. If the course to which the Student wishes to transfer has higher course fees than the original course, the balance of additional course fees, plus a management charge of £100.00, shall be paid before the course change can be facilitated (the management charge of £100.00 shall be payable for all course changes approved by Oxford Royale). If the course to which the Student wishes to transfer has lower course fees than the original course, no refund of the difference will be made.

Under no circumstances will it be possible to transfer to a Course operating on a different Campus after the seventh (7th) day before the booked Course is due to commence.

8.8 Reimbursement; Discounts

In the event that Oxford Royale refunds any Course fees, either where obliged to do so by this Contract or as a gesture of goodwill, it shall be entitled to issue such refund in the form of a discount, which may be credited against the cost of another Course or Courses run by Oxford Royale.

Oxford Royale can only make a reimbursement of any fees paid to it using the same means of payment as the Student used for the initial transaction (and only to the value received by Oxford Royale).

9. Termination

9.1 Oxford Royale shall be entitled to terminate this Contract with immediate effect by written notice to the Student if:

- (a) payment of 100% of all monies owed to Oxford Royale (including the balance of any Course fees) has not been made by at least 90 days before the start date of earliest Course for which the Student has registered;
- (b) the Student commits any breach of the provisions of this Contract (including, but not limited to, a breach where Oxford Royale determines, in its sole discretion, that the Student has infringed any of the Rules & Regulations) or of any other policies, procedures, requirements agreement or other obligations relating to a Course provided by Oxford Royale, and in the case of a breach capable of remedy without risk of detriment to other students (as determined by Oxford Royale in its absolute discretion) fails to remedy the same within (i) 14 days (where the breach has occurred more than 14 days prior to the start date of the Course) or (ii) 24 hours (where the breach has occurred 14 days or less than before the start date of the Course), in each case, after Oxford Royale has provided written notice describing the breach; or
- (c) the Student, or anyone acting on their behalf, uses language which Oxford Royale, in its absolute discretion, considers threatening, obstructive, offensive, or abusive in any communication, whether written or oral.

9.2 The rights to terminate this Contract conferred by this Clause 9 shall be without prejudice to any other right or remedy of Oxford Royale in respect of the breach concerned and any other breach.

10. Consequences of Termination

10.1 Oxford Royale accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 9, including, without limitation, the loss of any fees paid to Oxford Royale, the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.

10.2 For the avoidance of doubt, if this Contract is terminated (whether by Oxford Royale or by the Student) after the Student has begun to travel to the Campus to attend the Course, the Student shall be entirely responsible for their return to their home or other next destination at entirely their own cost. If termination occurs (for whatever reason) after the Course has begun, the Student shall permanently depart the Campus within twenty four (24) hours of the time at which they are informed of this Contract's termination or are provided notice that they have been expelled from the Course, which shall be treated as having informed the Student of the termination of

this Contract. Nevertheless, where the Student has not permanently departed the Campus within the prescribed time period, Oxford Royale reserves the right, and shall be entitled in its discretion, to move the Student from the Campus at which they have been a resident to another Campus or another location at the cost of the Student. The Student shall not be entitled or permitted to participate in any Courses, or other lessons or activities at the new (or any other) Campus, nor to socialize or interact with any other students.

10.3 Except as otherwise provided herein, including Clause 35, neither party shall have any further obligations to the other under this Contract following termination thereof.

11. The Student's Responsibilities

11.1 The Student agrees:

- (a) if requested by Oxford Royale, to provide satisfactory (to Oxford Royale) references in respect of him or herself;
- (b) to behave responsibly and to not damage any property belonging to Oxford Royale, to any of the Campuses or to any other person;
- (c) to fully indemnify the Oxford Royale Parties against any loss or damage to the premises, furniture or other property of the Campuses or of any other person by the Student as further described in Clause 16.1;
- (d) not to undertake any activity that may result (in the opinion of Oxford Royale) in bringing Oxford Royale Parties, the Campuses, or other venues (whether or not Course activities are held there) into disrepute;
- (e) to treat the facilities and the premises of the Campuses, other venues (whether or not Course activities are held there) and all other persons with care and respect for the privacy of their residents (where applicable) and not to interfere with or gain access to or attempt to gain access to those parts of the premises of the Campuses or other venues to which public use or access are indicated by the Campus or venue in question to be unauthorized;
- (f) not to smoke at any time while attending the Course, and in particular not to smoke in any room on the Campuses;
- (g) not to commit any act which breaches the criminal law of, or infringes the civil rights of any other person under the laws of, the legal jurisdiction in which the Course is held;
- (h) not to provide any false qualifications or fraudulent documentations at any time to any Oxford Royale Parties, representatives of the Campuses or other venues (whether or not

Course activities are held there) or any other third parties while attending the Course;

(i) to pay to Oxford Royale a fee equal to (i) £100 in the event of the loss or damage of the Student's room key, access card, or other similar device, and (ii) £50 in the event of loss or damage to any food payment fob or card;

(j) to follow all instructions communicated or otherwise published by or on behalf of the Campuses and other venues (whether or not Course activities are held there) with respect to security, health and safety regulations, and personal and public safety;

(k) not to affix or attach anything to or otherwise decorate the whole or any part of the Campuses, including the Student's room, or any other venues (whether or not Course activities are held there).

As provided in Clauses 9 and 10 (and without prejudice to those clauses) Oxford Royale reserves the right at any time to exclude from the Course and the premises of the Campus and to terminate this Contract in respect of any Student whose behavior is, in the opinion of Oxford Royale, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the Campuses or elsewhere and Clause 9.1 shall apply. Oxford Royale also reserves the right at any time (including before commencement of the Course) to exclude from the Course and the premises of the Campuses and to terminate this Contract where it reasonably believes that the behavior of the Student is likely to result in a breach of the Rules & Regulations or to be (in the sole opinion of Oxford Royale) unacceptable, or where the Student has breached the Rules & Regulations on any other course operated by or on behalf of Oxford Royale, and in such circumstances the Student shall receive no refund of any Course fees already paid or incurred.

The Student is bound by the Rules & Regulations and such other rules or regulations as may be notified to them whether before or after registration for the Course. Failure to abide by such rules and regulations is aimed to be dealt with immediately and may lead to expulsion from the Course and termination of this Contract pursuant to Clauses 9 and 10.

11.2 Oxford Royale takes pride in the multicultural and diverse environment of its summer schools, having welcomed students from more than 175 countries throughout its history, and each year Oxford Royale assembles a diverse team of staff to run each Course. This diversity in our workforce significantly contributes to our ongoing success. We are committed to fostering and safeguarding a culture of respect for everyone at all times.

In furtherance of the foregoing, Oxford Royale does not tolerate any behavior that it determines, in its sole discretion, to be discriminatory or racist in nature, nor does it tolerate hate speech of any kind. Any

and all accusations of discrimination and/or harassment will be thoroughly investigated by a senior member of Oxford Royale staff. Notwithstanding anything to the contrary herein, and without limiting the provisions set forth in Clause 11, any student found to have engaged in discrimination, demeaned, bullied, harassed or caused distress or humiliation to any other student or any staff member on the basis of their race, their ethnicity or the color of their skin will be immediately dismissed from the Course pursuant to Clause 9.1(b).

11.3 Notwithstanding any termination of this Contract in accordance with the terms herein, Oxford Royale reserves the right to refer instances of what it perceives to be obstructive, disruptive, illegal or aggressive behavior by the Student to the appropriate authorities or security staff of the relevant Campus and/or the local police.

11.4 Oxford Royale reserves the right not to issue, or to rescind, the Student's graduation certificate and/or academic reports where the Student has, in the discretion of Oxford Royale, breached any or all of the terms contained in this Contract.

11.5 By registering for a Course, the Student shall be affirming it meets all academic and English language proficiency requirements which Oxford Royale has stipulated as prerequisites for participating in the Course in its promotional literature (whether in digital or printed form) and/or during the booking process. If, in the absolute discretion of Oxford Royale, Oxford Royale determines the Student does not meet the English language proficiency requirements for the Course, Oxford Royale shall be entitled to and will endeavor to transfer them to one of its English language Courses. If, in the absolute discretion of Oxford Royale, Oxford Royale determines the Student does not meet the academic requirements for the Course, Oxford Royale shall be entitled to and will endeavor to transfer them to another of its Courses which its staff considers the Student is qualified to participate in. In selecting an alternative Course, Oxford Royale will consult with the Student but will retain absolute discretion over the choice of any replacement Course.

If for any reason it is not possible or practical to transfer the Student to another Course (including because the Student's command of English is too rudimentary to enable them to benefit from one of Oxford Program's English language Courses (which are not intended for beginners)), the Student may be removed from their Course and this Contract terminated in accordance with Clause 9.1(b).

12. Oxford Program's Responsibilities

12.1 Oxford Royale shall deliver the Course, using reasonable care and skill.

12.2 The Course fees include provision to the Student of suitable accommodation during the Course. In rare circumstances, Oxford Royale may allow the Student (or their parents or legal guardians) to

arrange their own accommodation and to attend the Course as a day student. Such arrangements must be made with Oxford Royale before booking a Course, and adjusted fees may be agreed to reflect such alternative accommodation arrangements. The terms of such an agreement (in this Clause, "Accommodation Agreement"), including provisions regarding fees, accommodation, and meals, are incorporated into this Contract, and in the event of any conflict between the Accommodation Agreement and this Contract, the Accommodation Agreement shall prevail. In the event Oxford Royale agrees to an Accommodation Agreement with the Student, Oxford Royale will have no responsibility for, and expressly disclaims any and all liability in respect of, the Student's accommodation and/or meals except as may otherwise be agreed in the Accommodation Agreement.

12.3 Oxford Royale gives no guarantee that any request by or on behalf of the Student for particular accommodation arrangements with other students (such as sharing rooms with, or being in adjacent rooms to, another student) can or will be met, and the Student acknowledges that accommodation arrangements may be altered by Oxford Royale in its absolute discretion at any time before or during the Course.

12.4 Oxford Royale reserves the right, without being required to give any reason, to change the accommodation for the Course from that originally booked or allocated and to accommodate the Student at another Campus in the same city or region. Oxford Royale shall endeavor to provide as much notice as reasonably possible of any such change in accommodation.

12.5 The standard and type (i.e. twin or single rooms, or with or without en-suite facilities) of accommodation varies both between different Campuses and within any particular Campus. Bedrooms at the Campuses are likely to be standard accommodation for the usual students of the institution which owns the applicable Campus. As such, the majority of bedrooms do not have en-suite lavatories or bathrooms. Any request by or on behalf of the Student to be allocated a room with an en-suite lavatory, bathroom, or shower room will be considered by Oxford Royale first where it is based upon genuine medical need (as evidenced by such supporting documentation as Oxford Royale may require). Any request for en-suite facilities on medical grounds shall be made in accordance with the guidelines set out at <https://www.oxford-royale.com/about/useful-information/policies/key-policies-procedures/>.

12.6 For certain Courses, Oxford Royale may make available to the Student the option to gain priority access to a bedroom with an en-suite bathroom in return for the payment of a supplementary En Suite Reservation Fee. If this option is available to the Student, it will be offered to the Student as part of the booking process or in subsequent communications. The Student is referred to

<https://www.oxford-royale.com/ensuite-reservation-fee/> for additional terms and information regarding the En Suite Reservation Fee.

12.7 Oxford Royale reserves the right to cancel the Course owing to insufficient demand or any Force Majeure Event. If such cancellation does not fall within the circumstances provided for in Clauses 9, 10 and 11, Oxford Royale shall refund to the Student any Course fees paid.

13. Rules & Regulations

13.1 The Student is bound by, and shall abide by, the Rules & Regulations from time to time in force, a copy of which will be made available to all students, and which are in any event available on Oxford Program's website at <https://www.oxford-royale.com/about/useful-information/policies/terms-conditions/> or at such other URL as Oxford Royale may choose to make them available.

13.2 By paying the Enrollment Fee referred to in Clause 3 the Student confirms that he has read and agrees to abide by the Rules & Regulations.

14. The Campuses

14.1 Oxford Royale will share the general facilities of the Campuses with Campus staff and students, other summer school students, other summer school organizations and Campus conference delegates.

14.2 The Campuses are often located in historic buildings, not constructed with the infrastructure of digital communication, or modern health & safety standards, in mind. The Student therefore accepts and acknowledges that:

- (a) they may not have access to the internet from their own devices (whether via a cable or wireless connection) and that Oxford Royale is under no obligation to provide such at any time during the Course; and
- (b) where internet access is available to the Student on their own devices, Oxford Royale has no control over the network, or the quality of the connection, nor the ability to investigate or resolve internet access issues (internet access, unless on a publicly-available network, will be provided by and under the control of the institution at whose premises the Campus is located, and will be subject to the Student's compliance with that institution's IT policies and terms of use in all respects).
- (c) the Student shall at all times act with appropriate consideration for their own and others' safety, having regard to potential hazards and risk factors (e.g. not attempting to climb or descend staircases carrying luggage which cannot be safely borne by them alone, or

without turning on the light) and shall immediately alert a member of Oxford Program's staff to potential health & safety risks of which they become aware (e.g. lights not working on a staircase).

15. Control of Infectious Diseases

15.1 For the protection of other students, its staff members, and the general public, Oxford Royale may require the Student to take a test (in such form as Oxford Royale shall in its absolute discretion determine, such as a temperature check, a lateral flow test, or laboratory-based sample testing) for COVID-19 or any other infectious disease upon arrival for the Course and periodically throughout the Course.

15.2 Should the Student return a positive result on arrival or at any time during the Course, Oxford Royale shall be entitled to refuse entry to (or continued participation in) the Course, and may make arrangements for the Student to undertake any period of quarantine or self-isolation mandated by the relevant authorities of the location in which the Student is at the time. The Student shall be liable for the costs of any such arrangements and shall pay in advance such funds as are reasonably requested by Oxford Royale on account of such costs, and/or reimburse Oxford Royale forthwith upon demand for such costs which it incurs.

16. Indemnity; Limitation of liability

16.1 The Student hereby agrees to defend, indemnify, and hold the Oxford Royale Parties harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable outside attorneys' fees and costs, arising out of or in any way connected with the Student's: (i) breach or violation of this Contract; (ii) access to or use of the Campuses and their facilities (including without limitation any internet network offered by such Campuses); (iii) violation of any third party rights, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right and/or (iv) negligence or intentional misconduct.

16.2 THE SERVICES PROVIDED BY OXFORD ROYALE IN CONNECTION WITH THE COURSE(S) ARE PROVIDED "AS IS" AND OXFORD ROYALE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO ANY SERVICES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE, RELIABILITY, THAT THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE AND ALL WARRANTIES ARISING FROM ANY COURSE OF

DEALING OR COURSE OF PERFORMANCE. OXFORD ROYALE EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES RELATING TO THE OUTCOME OF THE COURSE(S) AND THE STUDENT'S SATISFACTION WITH THE COURSE(S). In furtherance of the foregoing, Oxford Royale shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from the gross negligence of Oxford Royale, or its employees, agents, consultants, subcontractors, or suppliers whilst acting within the scope of or in the course of their employment or contract with Oxford Royale.

16.3 Without limiting the generality of Clause 16.2 or of the Contract as a whole, and notwithstanding anything to the contrary herein, Oxford Royale will have no responsibility, and expressly disclaims liability, for any damages, losses, costs, expenses, claims or proceedings of the Student in the following circumstances:

- (a) loss of or damage to personal belongings, whether or not caused by Oxford Royale's negligence;
- (b) if Oxford Royale's failure or breach of this Contract is in whole or in part the fault of the Student;
- (c) if Oxford Royale's breach of this Contract is the fault of someone else not connected with the provision of the premises at which the Student is staying;
- (d) if Oxford Royale's breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond Oxford Program's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (e) if the failure or breach of this Contract is in whole or in part attributable to any event which Oxford Royale or the supplier of any service, even with all reasonable care, could not foresee or forestall.

16.4 Where Oxford Royale makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to Oxford Royale and/or its insurers any rights the Student may have to pursue claims against any other third party. The Student must thereafter provide Oxford Royale and its insurers with all assistance requested in the pursuit of any such claims.

17. Force majeure

Notwithstanding anything to the contrary in this Contract, Oxford Royale shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for any non-performance, partial performance or delay in performance of any of its obligations under

this Contract arising wholly or partially out of circumstances beyond its control, including, but not limited to, actual or anticipated occurrences (or threatened or suspected occurrences) of activities of suspected terrorists, human or animal disease (including COVID-19 and any future pandemic), fire or flood, natural disaster, labor shortage or strike, disruption to air traffic, withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority (each an “Event of Force Majeure”).

Upon an Event of Force Majeure, Oxford Royale reserves the right, in its sole discretion:

- (a) to alter Course content substantially from that advertised at the time of booking;
- (b) to transfer some or all of the academic, extra-curricular, and/or social content of the Course, and any other aspect of the Course, to delivery via an online medium;
- (c) to change the location in which a Course is delivered to the Student to a town or city other than that originally booked by the Student or, if logistical requirements demand it, to another country;
- (d) to transfer the Student to a different Course; and/or
- (e) to cancel the Course, in which case Oxford Royale shall refund to the Student any Course fees paid.

18. Assignment and Transfer

18.1 This Contract, including the obligations herein, is personal to the Student and may not be assigned, transferred, sub-contracted, delegated or otherwise disposed of without the prior express written consent of Oxford Royale.

18.2 Oxford Royale 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.

18.3 The Student may not transfer their place on the Course to another person or request that any monies paid be applied in discharge (whether whole or partial) of fees or other sums owed by another student. For the avoidance of doubt, this Clause 18.3 shall apply whatever the reason given for requesting a transfer of a place or re-application of monies paid, including illness arising before or during the Course.

19. Notices

19.1 Any notice or other information required or authorized by this Contract to be given by either party to the other may be given in person or sent (by first class pre-paid post, fax transmission or email), in the case of Oxford Royale at the addresses stated in Clause 8, and

in the case of the Student at their address as stated in the last communication of each type received from them.

19.2 Any notice or other information sent to by post which is not returned to the sender as undelivered shall be deemed to have been delivered on the third (3rd) day after the envelope containing the same was so posted; and proof that the envelope containing any such notice or information was properly addressed 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.

19.3 Any notice or other information sent by fax transmission, email or comparable means of communication shall be deemed to have been duly delivered on the date of transmission provided that, in the case of a fax, confirmation of transmission has been generated, and in the case of email, no “failed delivery” message has been received by the sender.

20. Governing Law and Jurisdiction

The interpretation and performance of this Contract shall be subject in all respects to the laws of the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Contract or the transactions and performance contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Contract shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by registered mail to the address as stated in the last communication to Oxford Royale by the Student shall be effective service of process for any suit, action or other proceeding brought in any such court.

Oxford Royale is a part of OR Education Inc., 38C Grove Street,
Ridgefield, Connecticut 06877, USA. Tel: 001 203 894 2539, www.oxford-royale.com, admin@oxford-royale.co.uk

21. Severance

If any provision of this Contract is determined to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable, or, if that is not possible, such provision shall be deemed deleted, provided that in each case all other terms and provisions of this Contract shall nevertheless remain in full force and effect.

22. Waiver

No failure or delay by Oxford Royale to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. No Relationship of Partnership, Agency, or Employment

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 any of the Oxford Royale Parties, on the one hand, and the Student or any other person on the other hand.

24. Alterations

Notwithstanding anything else to the contrary herein, Oxford Royale reserves the right to make alterations without prior warning to Course start dates, Course content, and its academic and extracurricular timetables, depending on the availability of lecturers and other staff and other factors, as well as to the Rules & Regulations.

25. Insurance

25.1 The Student must, at all times, be comprehensively insured, at the Student's sole cost and expense, to cover all costs and consequences of medical treatment, repatriation, personal/public liability, personal accident, damage/theft/loss of personal belongings, legal expenses, recovery of course fees and flights booked or needed in the event of cancellation or early departure.

25.2 The Student shall provide Oxford Royale with proof of their applicable policies of insurance immediately upon request.

25.3 From time to time, the Student may benefit from travel insurance arranged by Oxford Royale, in Oxford Royale's absolute discretion, provided that nothing herein obligates Oxford Royale to arrange for any such insurance. Details of the scope of coverage provided (if any) will be made available on Oxford Program's website at <https://www.oxford-royale.com/about/usefulinformation/insurance/>.

If any such travel insurance is in place, it is nonetheless essential that the Student reviews the scope of the coverage provided to determine

whether they will be covered and to apprise themselves of all conditions, inclusions, limitations, financial limits of coverage and exclusions of and from the policy.

Nothing in this Section 25.3, including Oxford Royale arranging travel insurance, shall alter or affect the Student's obligations to maintain comprehensive insurance as described in Clause 25.1.

26. Visas

26.1 The Student is strongly advised to ensure that they have an appropriate visa for study in the USA covering the Course dates and that they can comply with all other entry and residence requirements before payment of any fees to Oxford Royale and/or incurring any travel costs, as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to enter the USA legitimately, except pursuant to the cancellation provisions set out in Clause 7. Oxford Royale shall bear no responsibility and expressly disclaims any liability for the Student's inability to participate in all or any part of the Course as a consequence of the Student's failure to obtain such documentation.

26.2 The Student shall comply fully with any applicable immigration laws when entering the country in which the Course is held.

27. Oxford Royale Intellectual Property

During and after the Courses; the Student agrees:

- (a) not to use any name, trademark or logo of Oxford Royale; and
- (b) not to use any name, trademark or logo of any of the Campuses or other venues (whether or not Course activities are held there),

in each case without the express prior written approval of Oxford Royale.

28. Marketing, Photography and Videos

28.1 Subject to Clause 28.2, if requested by Oxford Royale, the Student agrees to participate in promotional activities undertaken by Oxford Royale which include photography, testimonials, videoing, recording and other similar activities. These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns, as well as in the use of the Student's image (whether moving or still) and/or voice in social media posts. The Student agrees that the Oxford Royale Parties and their authorized agents, employees, consultants, assignees and corporate partners may share and use such materials

for educational, research, promotional, or marketing purposes. No compensation will be paid to the Student for this use.

28.2 If desired, the Student may opt out of participating in such promotional activities in advance of arrival on campus by sending an email requesting the same to admin@oxford-royale.co.uk or to such other address as may be notified to the Student by Oxford Royale from time to time.

29. Press / Media

29.1 Subject to Clause 29.2, the Student shall not during the Course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to any of the Oxford Royale Parties without the prior written consent of a director of Oxford Royale.

29.2 Notwithstanding Clause 29.1, the Student may make reasonable use of social media platforms, provided that:

- (a) they do so in accordance with this Contract and the Rules & Regulations, and with any and all applicable laws;
- (b) they do not publish any material which is defamatory, offensive, obscene, or illegal;
- (c) if the published material refers to, features, or includes the image of any other student or any staff member of Oxford Royale, they have received written permission from that person prior to publishing it; and
- (d) they comply with the terms of use of the social media platforms which they use, including any terms as to minimum age limits.

29.3 The Student shall remove or recall any material which has been published immediately upon being asked to do so by or on behalf of Oxford Royale insofar as it is within the Student's power to do so.

30. Medical, Religious, Disability, Learning, Anti-Discrimination & Hate Speech and other Policies and Procedures

It is extremely important that the Student familiarizes themselves with information regarding the medical, religious, disability, learning, anti-discrimination & hate speech and other policies and procedures as presented on Oxford Program's website at <https://www.oxford-royale.com/about/useful-information/policies/key-policies-procedures/>. This webpage contains very important information for the Student to consider carefully prior to enrolling on to a course. The Student accepts, and agrees to abide by such policies and procedures, as amended from time to time, set out at the URL stated

in this Clause 30 (or at such other URL at which Oxford **Royale** may choose to make them available).

31. Medical and Dietary Care

31.1 Oxford Royale will require the Student's parents/legal guardians (or the Student, if they have reached the age of 18 at the relevant time) to complete a medical and dietary information form prior to the Student's arrival for the Course. It is essential to the safety and wellbeing of each Student that the form is completed accurately and fully. The Student's parents or legal guardians (or the Student if they have reached the age of 18) shall submit the completed form not less than 60 days prior to the start of the Course (or prior to the start date of the earliest Course where the Student has registered for more than one course in any given year) or upon registration if the Course starts less than 60 days after registration. If the information given on the form changes at any time prior to the end of the Course, the Student's parents or legal guardians (or the Student if they have reached the age of 18) shall notify Oxford Royale immediately of any changes.

31.2 In case of illness, accidental injury or any other medical emergency during the course/program day, Oxford Royale staff will make reasonable efforts to immediately contact a parent or guardian (a "Responsible Adult") for a Student that is a minor and an emergency contact for a Student that is an adult. If a Responsible Adult or an emergency contact cannot be reached, the Student authorizes Oxford Royale, together with its agents and employees, to take any emergency medical measures deemed necessary for the care and protection of the Student. This includes, if necessary, treatment by a physician, paramedic, and/or transfer to, and treatment at, a hospital. In doing so, you agree not to hold any of the Oxford Royale Parties liable for any such decisions. It is the Student's sole responsibility to ensure that Oxford Royale has the correct and current information for the Student's Responsible Adult and/or emergency contacts. The Student acknowledges that the Student is responsible for all medical expenses due any illness or injury suffered by the Student during the Course. The Student also understands and agrees that Oxford Royale personnel are not authorized to give the Student over-the-counter medication without prior written permission. In all cases, Oxford Royale does not guarantee that any personnel are have not been trained in medicine.

31.3 BY REGISTERING FOR THE COURSE(S), THE STUDENT ACKNOWLEDGES THAT THEY ARE AWARE OF THE INHERENT RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE INVOLVED IN PARTICIPATING IN THE COURSE(S). THE STUDENT IS AWARE OF THE RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM, AMONG OTHER CAUSES, THE ACTIVE OR PASSIVE NEGLIGENCE OF THE OXFORD ROYALE PARTIES, INCLUDING WITHOUT

LIMITATION THE RISK OF NEGLIGENT INSTRUCTION OR SUPERVISION. THE STUDENT ACKNOWLEDGES THAT THE STUDENT IS VOLUNTARILY ENGAGED IN PARTICIPATION IN THE COURSE(S), WITH KNOWLEDGE BY THE STUDENT OF THE RISKS OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER RISKS, AND ASSUMES ANY AND ALL KNOWN AND UNKNOWN RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE THAT MAY RESULT FROM PARTICIPATION IN THE COURSE(S).

THE STUDENT HEREBY RELEASES THE OXFORD ROYALE PARTIES FROM ALL LIABILITY TO THE STUDENT, AND THEIR GUARDIANS, PARENTS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO THESE TERMS AND/OR TO PARTICIPATION IN THE COURSE(S), REGARDLESS WHETHER THE INJURY, DEATH, OR PROPERTY DAMAGE OCCURS ON OR OFF THE CAMPUSES WHERE THE COURSE(S) ARE BEING HELD. THIS RELEASE INCLUDES, WITHOUT LIMITATION, ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY OF THE OXFORD ROYALE PARTIES. THE STUDENT BEARS SOLE RESPONSIBILITY FOR ANY LOSS. THE STUDENT ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ THIS CONTRACT, UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT THIS CONTRACT INCLUDES AN ASSUMPTION OF THE RISK OF THE OXFORD PROGRAM PARTIES' NEGLIGENCE AND A RELEASE OF THEIR LIABILITY. THE STUDENT ACKNOWLEDGES THAT OXFORD ROYALE IS MATERIALLY RELYING ON THIS WAIVER IN ALLOWING THE STUDENT TO PARTICIPATE IN THE COURSE(S).

32. Data Processing

32.1 Oxford Royale's Privacy Notice for Parents, Legal Guardians, Customers and Students ("the Privacy Notice"), which is available at <https://www.oxford-royale.com/about/useful-information/policies/privacy-cookies/> (or at such other URL as Oxford Royale may choose to make it available from time to time) or on request by email to privacy@oxford-royale.co.uk, sets out, amongst other information, what personal data Oxford Royale collects, the ways in which that data is used, and with whom that data may be shared.

32.2 For the avoidance of doubt, and without prejudice to any other legal basis which Oxford Royale may have for processing that

data, the Student consents to Oxford Royale processing their personal data in accordance with the Privacy Notice.

33. Complaints procedure

The Student is entitled to make a complaint by following the complaints procedure documented on Oxford Program's website at <https://www.oxford-royale.com/about/useful-information/feedback/>.

34. About OR Education Inc

OR Education Inc. is incorporated in the State of Delaware, USA.

It is important to be clear that Oxford Royale is not a part of or otherwise affiliated with the University of Oxford or the other institutions at which the Campuses are located. Oxford Royale contracts with institutions including the University of Oxford for the use of their facilities and also contracts with tutors from those institutions. However, Oxford Royale does not operate under the aegis of the University of Oxford or any other university. Oxford Royale is not affiliated in any way with the University of Oxford, the other institutions at which the Campuses are located, or any of their constituent colleges. Full details are available at <https://www.oxford-royale.com/about/host-venues/>.

35. Continuing obligations

The following provisions of this Contract shall survive the expiration or earlier termination of this Contract howsoever it may arise and shall continue in force indefinitely:

Clause 5 (Balance payment), Clause 7 (Student's Right to Cancel within 14 days), Clause 9 (Termination), Clause 10 (Consequences of Termination), Clause 11.1(c), 11.1(i), 11.3 and 11.4 (The Student's Responsibilities), Clause 13 (Rules & Regulations), Clause 16 (Indemnity; Limitation of Liability), Clause 20 (Governing law and Jurisdiction), Clause 21 (Severance), Clause 22 (Waiver), Clause 28 (Marketing, Photography and Videos), Clause 27 (Oxford Royale Intellectual Property), Clause 32 (Data Processing), and Clause 33 (Complaints Procedure).

36. Value Added Tax (VAT)

All prices stated by Oxford Royale in its electronic and paper marketing materials are inclusive of VAT and sales tax (where applicable).

37. Severability.

37.1 If any term or provision of this Contract is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or

provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

38. Definitions and interpretation

In this Contract the following words and phrases shall bear the following meanings:

38.1 The "Campuses" means the venue(s) where the Student is a resident or taught during the Course, being one or more of those bodies or institutions listed in the Schedule. "Campus" means any one of the Campuses.

38.2 This "Contract" means the terms and conditions contained herein.

38.3 The "Course" means the program to be provided by Oxford Royale to the Student, as described on Oxford Royale's website, together with all its associated activities and arrangements.

38.4 "Oxford Royale" and "Oxford Royale Academy" are trading names of OR Education Inc.

38.5 The "Oxford Royale Parties" means, Oxford Royale, its affiliates, customers, clients, business partners, and its and their respective officers, directors, employees, equityholders, agents and representatives.

38.6 The "Rules & Regulations" means the course rules and regulations from time to time in force and which are published in the 'Rules & Regulations' document, available online at <https://www.oxford-royale.com/about/useful-information/policies/terms-conditions/> or at such other URL as Oxford Royale may choose to make it available.

38.7 The "Student" means the participant in the Course in respect of whom this Contract is made. Where the Student is a minor, the "Student" shall (except where the wording of any Clause indicates

to the contrary or in relation to the actual delivery of the Course by Oxford Royale) include their parents or legal guardians.

38.8 Unless the context otherwise requires, a reference to a Clause or Schedule, is a reference to a clause of, or schedule to, this Contract.

38.9 Clause headings shall not affect the interpretation of this Contract.

38.10 As used herein, a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

38.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

38.12 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

38.13 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

38.14 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

38.15 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

38.16 A reference to writing or written includes fax and e-mail.

38.17 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

38.18 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.

Schedule

The Campuses

1. The University of Oxford and/or all or any of its constituent colleges, or any annex center owned or occupied by any of those colleges.
2. The University of Cambridge and/or all or any of its constituent colleges, or any annex center owned or occupied by any of those colleges.
3. Imperial College London and/or any annex, hall of residence or accommodation center owned or occupied by any of those colleges.
4. Yale University and/or all or any of its constituent faculties, departments, colleges, or other sub-divisions, or any annex, hall of residence, or accommodation center owned or occupied by any of them.
5. Barnard College, Columbia University and/or all or any of its constituent faculties, departments, colleges, or other sub-divisions, or any annex, hall of residence, or accommodation center owned or occupied by any of them.