

OI DIGITAL INSTITUTE
HIGHER EDUCATION PROGRAMMES
TERMS AND CONDITIONS

1. GENERAL INFORMATION

1.1. These terms and conditions contain important information about your (“**Your/You**”) contract with OI Digital Institute (OIDI Ltd) (“**Us / We / Our**”) including:

- the basis upon which We will provide Your online course
- Our legal obligations to You
- Your legal obligations to Us (including to pay Fees)
- when We can make changes to the Contract
- when the Contract may be terminated by You or Us.

1.2. You should take time to read them carefully and understand them before accepting a place at OI Digital Institute.

1.3. You may contact us by email (admissions@oidigitalinstitute.com) or by writing to us (259 Greenwich High Road, London, SE10 8NB) for clarification

1.4. Please contact us for clarification before you accept placement on a course at OI Digital Institute if there is anything in these terms and conditions that You do not understand.

1.5. Your attention is particularly drawn to sections which include important information about Our rights to vary the Contract with You (including the Services (as defined below) provided under the Contract), Our liability to You and Our rights to terminate the Contract with You.

2. ABOUT US

2.1. **OI Digital Institute** is the trading name of OIDI Ltd, Companies House number 09392947, registered address New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG.

2.2. **OIDI Ltd** is a subsidiary of Oxford International Education and Travel Ltd T/as OIEG registered address New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG. The head office address is 259 Greenwich High Road, London SE10 8NB, Telephone number +442082931188.

3. ABOUT YOUR COURSE AND YOUR RELATIONSHIP WITH OI Digital Institute

3.1. Your studies with OI Digital Institute are the main part of your course or courses which include:

- The specified and advertised number of teacher-led hours online
- Additional access to the Virtual Learning Campus or Moodle platform as specified on your course
- The materials included in the course
- The end of course certificate and report and transcript

4. APPLICANTS AND STUDENTS WITH DISABILITIES

4.1. We welcome applications from prospective students with disabilities and other support needs. Applicants and students are encouraged to notify Us of any disability or other support need at the earliest opportunity, so that appropriate and timely support arrangements can be considered. Applicants and students should contact admissions@oidigitalinstitute.com in the first instance who can provide appropriate advice and guidance.

5. OUR CONTRACT WITH YOU

The booking process & offer letter

5.1. To register and book a course you must visit <https://oidigitalinstitute.com/courses/> and complete the online application form and make payment of any deposits, or fees as stipulated in the booking online process

5.2. On successful completion and payment, OI Digital Institute will issue You with an offer letter which will set out details of

Your course with Us (“**The Offer Letter**”). The Offer Letter will contain important information about:

- the course, tuition, and other related services with which You will be provided (“**the Services**”) (together, the “**Contract**”).
- details about the fees you have paid or that may be payable by You for the duration of the course (“**the Fees**”)
- the duration of the Contract; and
- details of any conditions that will apply to Your Contract.

Conditions with which You will need to comply

5.3. The Offer Letter and the Terms and Conditions will set out any specific requirements with which You will need to comply as a condition of admission and/or registration on the course, in respect of Your continued registration and/or otherwise. If You fail to comply with any of these requirements, We may terminate the Contract as set out in section 13. By way of example only, conditions may include compliance with requirements in connection with English language proficiency, immigration status for the university partner, or attendance.

Provision of information by You

- 5.4. It is Your responsibility to ensure that all information with which You provide Us and/or which is provided on your behalf at any time (including as part of the application and/or admission process) is and remains true, accurate, complete and not misleading. Failure to comply with this requirement may result in Us withdrawing Your place on a course or terminating the Contract with You in accordance with section 13.
- 5.5. Failure to comply with this requirement may also result in the prevention of any future applications to courses delivered by Oxford International Education Group and Our partners.
- 5.6. You have the right to request Us to review any decision We make to withdraw you from or to terminate the Contract within 14 days of the date of the decision as set out in clause 6.

When the Contract becomes legally binding

- 5.7. The contract becomes legally binding at the point of agreeing to Our terms and conditions, completing the online application form, and paying any deposits or fees as stipulated in the booking process for your course. You must either pay the Tuition Fees, Deposits, or Administration Fees as specified during the online booking.
- 5.8. On Our receipt of the completed application Form and Fees, Deposits (together with any applicable Administration Fee), a legally binding contract incorporating these terms and conditions will come into existence between You and Us, which remains conditional on You meeting all conditions in the Offer Letter.

What the Contract includes

- 5.9. The Contract between You and Us includes the following:
- these Terms and Conditions
 - the Offer Letter
 - the Refund, Attendance, Conduct, and Cancellation Policy
 - the regulations, policies and procedures listed on our website

6. YOUR RIGHT TO CANCEL THE CONTRACT

- 6.1. If the legally binding contract formed with You in accordance with clause 5.6 is deemed to be an Online or Distance Contract, and in addition to Your rights to terminate the Contract under section 14, You have the right to cancel the Contract if You give notice of cancellation to Us within the fourteen calendar day period beginning on the day following the day on which We first received Your Acceptance Form and the Tuition Fee Deposit or Financial Guarantee (“Cancellation Period”).
- 6.2. To cancel Your acceptance, You must clearly inform Us of Your decision to cancel before the Cancellation Period has expired. You may do this by

- sending a letter to the OIDI Head of Admissions, Oxford International Digital Institute, 259 Greenwich High Road, London, SE10 8NB, United Kingdom or
 - sending an email to admissions@oidigitalinstitute.com
- 6.3. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 6.4. If You cancel Your acceptance within the 14-day Cancellation Period, We will reimburse any tuition fee payment (including any deposit) received from You as soon as We can, and no later than 14 days after the day on which You informed us of Your decision to cancel Your acceptance. Refunds will only be made to the person who paid the fees.
- 6.5. We may start to provide You with the Services before the end of the Cancellation Period if You request Us to do so, for example if You are only applying to Us very soon before Your course is due to start. This will not prevent You from cancelling the Contract during the Cancellation Period. However, once we have completed the Services you cannot cancel the Contract even if the Cancellation Period is still running.
- 6.6. If You decide to cancel the Contract within the Cancellation Period but after We have started to provide Services to You, then You must pay Us for the Services provided up until the time You tell Us to cancel the Contract. This may include, for example, the cost of any tuition. We will refund any sums paid by You for Services We have not provided.
- 6.7. Please refer to sections 13, 14 and 15 for further detail about how the Contract can be ended after the expiry of the Cancellation Period.

7. YOUR OBLIGATIONS

7.1. You are required to:

- comply with the terms and conditions of the Contract
- keep all information provided to Us (including Your contact details) up to date and notify Us promptly of any changes in Your information by contacting admissions@oidigitalinstitute.com
- meet any and all conditions set out in Your Offer Letter and (where relevant) continue to satisfy them throughout the period of Your registration with Us / on the course
- pay all Fees and Additional Charges when due
- comply with all codes, regulations, policies and procedures as amended from time to time (these are listed at Appendix 2 to this Contract which also set out links to each) including in respect of Your attendance, participation on the course and conduct.

8. OUR OBLIGATIONS AND THE SERVICES WE WILL PROVIDE

8.1. We will:

- provide the teaching, assessments, learning support, pastoral support and other educational support services
- provide the Services to You with reasonable care and skill
- support any transition to further courses, studies, examinations
- notify You of any changes to the Contract as soon as reasonably practicable.

9. FEES, REFUNDS AND ADDITIONAL CHARGES

Obligation to pay

- 9.1. The amount of Your Fees will vary depending on the course type and duration of Your selected programmes. The Booking Process and Your Offer letter will make clear the amount of Fees and any Additional Charges payable by You under the Contract.
- 9.2. Your obligations under the Contract include paying all Fees and Additional Charges when due. Details of when and how You are required to make payments are set out in the Offer Letter

Payment by instalment

9.3. We may, in Our absolute discretion, agree that You may pay the Fees in instalments. If We agree to payment by instalments, You must make payment in accordance with the agreed instalment plan. Any such payment plan must be agreed before You enrol.

Other Fees

9.4. In addition to the Fees, You may also be required to pay the following additional fees:

- **cancellation fees**
- **bank charges, surcharges and/or commission; or**
- **additional optional study resources** e.g. additional materials.

Method of Payment and Payment Plans

9.5. The following methods of payment are acceptable:

- 1) Online payment by debit or credit card (2% surcharge is applied to payments from outside EEA)
- 2) Bank transfers can be made in GBP (£), USD (\$) or CAD (\$) (All bank charges must be paid in advance by the sender)

9.6. For bank Transfers you must send a copy of payment receipt to admissions@oidigitalinstitute.com quoting the students name and invoice number

10. OVERPAYMENT AND CLAIM PERIODS

- 10.1. Any overpayment will be returned to the payee minus any incurred charges. You will need to complete a refund request and confirm bank details in order to be refunded. We will make all reasonable attempts to contact you on the contact details you have provided to us whilst enrolled as a student with us (or on your application form if you have not enrolled) to return the money to you. If we have been unable to contact you and you haven't claimed your refund within 7 years of your leaving date, the amount will be written off and you will no longer be able to claim back this overpayment.
- 10.2. If you fail your programme at the College, withdraw from your course or we decide to terminate your studies you will be entitled to a refund of your overpayment. OI Digital Institute will make all reasonable attempts to contact you on the contact details you have provided to us whilst enrolled as a student to return the money to you. If we have been unable to contact you and you haven't claimed your refund within seven years, the amount will be written off and you will no longer be able to claim back this overpayment.
- 10.3. If you interrupt your studies, your overpayment will remain on the account until your return unless you have requested a refund. If you fail to return within the return timeframe, we will proceed with the termination of your studies and will backdate it to when you interrupted. As above, we will make all reasonable endeavours to contact you to refund any outstanding amount. However, if you haven't claimed your refund within seven years from the end of the return timeframe, we will write off this amount and you will no longer be able to claim this overpayment.

11. UNPAID FEES AND ADDITIONAL CHARGES

- 11.1. If Your Fees and any additional charges are not paid when they are due, this may result in You being ~~suspended~~ not being allowed to enrol, re-enrol or not being allowed to graduate.
- 11.2. In addition, We may charge interest on late or unpaid Fees. Debt collection fees may also be recovered from You and an administration fee may be charged in respect of dishonoured cheques. Any interest that may be charged on late or unpaid fees will be added at the base rate +1% of the National Westminster Bank plc.

12. INTELLECTUAL PROPERTY

- 12.1. You acknowledge that all intellectual property rights in the Services ("Course Materials") belong and will belong to Us, and You will have no rights in or to our Course Materials other than the right to use them in accordance with this terms of this Contract.
- 12.2. We grant You a revocable, non-exclusive and non-transferable licence to use the Course Materials for the term of this Contract for the purposes of studying on your Course of study.
- 12.3. You will not copy, reproduce, modify or decompile the Course Materials in any way, nor will You permit any

other person to access or use the Course Materials. You will not sell, lend or transfer the Course Materials to any other person.

13. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT (INCLUDING COURSE CHANGES AND CLOSURES)

How we can make changes to the Contract and how this may impact you

13.1. Whilst We will always try and minimise making changes to the Contract including changes to the Services and/or Course, there may be times where changes are needed. This section describes the circumstances when We can make changes, as well as providing You with further information about what We will do where We look to make such changes.

Changes to pre-Contract information

13.2. If any information that We may have given to You at the time You were researching Us and making an application for the Course changes by the time the course is booked and paid for, We will highlight details of those changes to you.

13.3. By accepting Our Terms & Conditions, You will be confirming that You are accepting Our course on the basis of the information documented in The Booking Process and Welcome Letter and any changes documented after this process in clause 13.2. Examples of changes that We may make at this stage could include the following:

- changes made in response to feedback from students and/or teaching staff;
- unavoidable changes in Our academic or student support staff;
- We may need to combine, alter or discontinue a Course
- changes that are required by law and/or as a result of a regulatory requirement that OIDI Ltd, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the Course;

Changes after You have entered into the Contract with Us

13.4. Where We need to make changes to the Contract and Services after our Contract has been formed, We will, in each case, assess the potential impact of such change on the Contract and Our students and will follow the principles set out in this section at all times. We are always looking to improve and enhance students' experience with Us, and We will engage in dialogue with Our students throughout their studies, as well as with Our teaching staff, and will actively seek feedback from these groups about how We can improve Our service delivery to Our students.

13.5. The circumstances that We describe in this section are not the only ones that may arise during Your studies with Us, but these will give You some context as to when We may need to amend the Contract (including the Services and Course).

When we can make changes to the Contract

13.6. We can make changes to our Contract including to the Services and/or Course

- to reflect changes in the law and/or professional, regulatory and/or statutory body;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body;
- to comply with any requirement set by the Department for Education and/or any other regulator or funding body;
- to comply with awarding/accrediting body requirements;
- to deal with unavoidable changes in Our academic and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good practice guidance;
- in light of student feedback and/or external examiners' feedback;
- to reflect material developments in academic teaching, research and/or professional standards and/or

- requirements;
- to meet minimum enrolment numbers;
- withdrawal of any relevant validation or accreditation;
- to reflect changes made by a collaborative partner
- for any other valid reason.

What type of changes may be made?

13.7. The reasons in the section above may result in a number of different changes being made by Us. In response We have set out in this section some examples of these responses and, to help You understand what such changes may mean for You in practice, We have done this by referring to those examples using the headings “major changes” and “minor changes”. The provisions of section 13.8 and 13.9 will apply depending on the type of change that is anticipated at the time.

(i) Minor Changes (non-exhaustive list of examples)

- reasonable changes to the timetable for delivery of the Course;
- reasonable changes to the number of classes/lectures and other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable variations to the content and syllabus of the Course;
- changes to the location of the Course teaching facilities, provided they are of equivalent quality as those advertised by Us;
- additions and/or withdrawals of certain non-essential materials on the Course;

(ii) Major Changes (non-exhaustive list of examples)

- changes to the way that We teach, supervise and/or assess a course to ensure that We are continuing to provide that course to You lawfully and/or in accordance with academic standards and quality;
- to make additions and/or withdrawals of certain core/compulsory materials on Your Course;
- to implement more significant changes to Our courses;
- changing Our security procedures to such an extent as may materially impact on the way that You previously acted when joining online classes with Us;
- significant changes to the time or specification of Your Course, which could include moving the Course to a different time slot, changing the teacher, or materials.
- to make significant changes to Our policies that help improve them where the same are not to your benefit.

How We will tell you about changes to the Contract

- 13.8. For minor changes, We will notify You of any amendments via the email address listed on your application form, by providing You with as much notice as is in Our view appropriate in the circumstances. Where possible, We will look to provide this notice to You in advance, but this may not always be possible.
- 13.9. For major changes, We will notify you via the email address listed on your booking form as soon as possible. It is your responsibility to keep your contact details updated with Us. If you need to change your contract details, you can email admissions@oidigitalinstitute.com
- 13.10. If You do not agree with a major change We make to the Contract, You will be entitled to terminate the Contract in accordance with clause 15, and You may be entitled to an appropriate refund of the Fees You have paid to Us.

Withdrawal of Courses

(i) Pre-commencement of Course

- 13.11. There may be times where We need to discontinue the Course or decide not to provide the Course or to merge or combine the Course with other Courses of study, if such action is reasonably considered to be necessary by Us. If We decide to take such action prior to the Course commencing then We will use reasonable endeavours to notify You in advance and You shall be entitled to cancel this Contract by written notice to OIEG Head of Admission. In

these circumstances You will be entitled to a refund of any deposit/Fees which You have paid.

(ii) Post-commencement of Course

13.12. There may also be times where We need to discontinue the Course or to merge or combine the Course with other courses after the Course has commenced, if such action is required as a result of one of the reasons set out in section 12.6.

13.13. We will take reasonable steps to seek to:

- offer you a place on an alternative course (subject to place availability and You complying with the requirements of admission to and registration on that Course); or
- at Your request assist you to join another course at another provider, and
- if appropriate, issue You with a refund of the Fees paid.

14. TERMINATION OF THE CONTRACT BY US

14.1. We may terminate the Contract on notice to You such notice as may be appropriate having followed any relevant policies or procedures as a result of:

- Us becoming aware that information You have provided to Us is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading;
- You failing to materially comply with Your obligations under this Contract;
- You failing to comply with requests for information, to make declarations and/or to meet specific requirements of Your course;
- Your acquiring a relevant criminal conviction or developing a health condition that prevents You from meeting the occupational health requirements of your course;
- You failing to meet the requirements to register for Your course;
- material breach by You of Our regulations, policies, procedures and/or codes;
- if You do not pay Your Fees by the specified due date for payment;
- where You engage in any activity or otherwise act in a manner that brings Us into disrepute;

15. TERMINATION OF THE CONTRACT BY YOU

15.1. You have the right to terminate this Contract in the following circumstances:

- where We seek to make a significant change to the Contract that You do not agree with; and
- if You have a legal right to end the Contract because of something we have done wrong; and
- at any other time without reason.

16. WHAT HAPPENS IF THIS CONTRACT IS TERMINATED

16.1. In the event of termination of Your Contract by You or by Us as permitted in sections 14 and 15 above, You may be entitled to a refund, postponement or transfer to a future course as indicated in clauses 6.4-6.7

16.2. If You terminate the Contract where We are not at fault and the Cancellation Period has expired, You must pay Us for the Services provided up until the time You tell us to cancel the Contract. We will refund any sums paid by You for Services We have not provided, but We may deduct from that refund reasonable compensation for the net costs We will incur as a result of Your ending the Contract.

17. 17 COMPLAINTS

17.1. We operate a complaints procedure and policy <https://www.oxfordinternationalenglish.com/useful-information/school-policies/>

17.2. You may also refer Your complaint to admission@oidigitalinstitute.com

17.3. If You have any queries about Your Contract, You should contact admission@oidigitalinstitute.com

18. DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

18.1. OI Digital Institute is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("SVGA"). These duties may apply (for example) in the case of:

Students who are aged under 18; or

Students who are "vulnerable adults"; or

Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.

18.2. OI Digital Institute expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

The SVGA may require OIEG to:

Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and

Supply certain information about individuals to the Disclosure and Barring Service, for example, where OIEG considers someone to pose a risk of harm to children or vulnerable adults.

18.3. OI DIGITAL INSTITUTES Safeguarding Policy (Procedure and Guidance) explains in more detail how such matters should be approached and is available here: <https://www.oxfordinternationalenglish.com/wp-content/uploads/2019/06/Safeguarding-Adults-summary-2019.pdf>

19. OUR LIABILITY TO YOU

19.1. If We fail to comply with this Contract, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of this Contract or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and Us at the time We entered into this Contract.

19.2. We shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of your or our obligations under this contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In such circumstances both you and OIET Limited shall be excused from performing our respective obligations

20. HOW WE USE YOUR PERSONAL DATA, AND YOUR OBLIGATIONS

20.1. OIETs Data Protection Policy explains what data We might hold about you, how we use it, who we might share it with and the reasons for doing that. The OIET Privacy Policy can be accessed here: <https://oidigitalinstitute.com/privacy-policy/>

20.2. Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared).

21. CHANGES TO OUR TERMS AND CONDITIONS

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education. We will send you notice of any such modifications prior to the time the modifications are to take effect.

22. OTHER IMPORTANT TERMS

22.1. We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify you in writing if this happens, but this will not affect Your rights or Our obligations under the Contract.

22.2. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

22.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

22.4. If We fail to insist that You perform any of Your obligations under these terms, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.