

## TERMS AND CONDITIONS

This agreement is made between The Chancellor Masters and Scholars of the University of Oxford on behalf of its Blavatnik School of Government (“the Blavatnik School”) and applicants and participants of the Executive Course on Oil, Gas and Mining Governance (the “Course”).

### **1. THE COURSE**

1.1. The Blavatnik School will endeavour to deliver the Course as described on the School’s website; however the School reserves the right to make alterations to the Course, including the timetable, location, content and method of delivery in response to operational demands.

### **2. FEES**

2.1. Where your offer to attend the Course is made more than 30 days before the commencement of the Course, you will be invoiced for the full fees which will be payable within 30 days of the date of the invoice.

2.2. Where the offer is made less than 30 days before the commencement of the Course, the fees are payable immediately on receipt of invoice.

2.3. Your place on the Course will only be confirmed following receipt of the fees payable or confirmation that you have received a scholarship. Failure to pay the invoiced fees in full will mean that you are not able to attend the Course.

2.4. If you are receiving funding to attend from another institution, your sponsor (e.g. place of employment or other funding body) must adhere to these same payment terms.

2.5. All payments must be in GB Pounds Sterling. You must pay any currency conversion costs or other charges incurred in making the payment or in processing a refund.

### **3. CANCELLATION BY THE BLAVATNIK SCHOOL**

3.1. The Blavatnik School may cancel the contract with a participant to provide the Course by giving notice in writing not less than four weeks before the commencement of the Course. In such circumstances the School’s liability is limited to a refund of any fees already paid in respect of the Course.

### **4. CANCELLATION BY YOU**

4.1. You may cancel your contract with the Blavatnik School within 14 calendar days of the date you accept our offer. In such circumstances, we will provide a full refund unless the Course has already begun in which case a pro rata refund will be paid.

4.2. Subject to paragraph 4.1, you may cancel your enrolment on a Course at any time by giving the Blavatnik School notice in writing (including email). The following fees will be payable if you or your sponsor must cancel:

- 2 weeks’ notice or more prior to the commencement of the Course: no cancellation fee payable
- Between 2 weeks and 48 hours before the commencement of the Course: 50% of the Course fee
- 48 hours before the commencement of the Course: 100% of the Course fee
- After the commencement of the Course: 100% of the Course fee

4.3. To cancel please inform us in writing, by email to the course administrator by writing to: [executive.education@bsg.ox.ac.uk](mailto:executive.education@bsg.ox.ac.uk).

4.4. If we do not receive written notification and you do not attend, the full Course fee will be retained as a cancellation fee.

### **5. TRANSFERS PRIOR TO COMMENCEMENT OF THE COURSE**

5.1. Participants may, subject to availability, transfer to the following year's Course , provided that the Blavatnik School is notified prior to the commencement of the original Course and on payment of the following transfer fees:

- 2 weeks' notice or more prior to the commencement of the original Course: No transfer fee payable
- Less than 2 weeks' notice prior to commencement of the original Course: A flat rate of £175.
- The transfer fees are payable in addition to the full new Course fee.

5.2. Participants are eligible for one transfer only.

5.3. In exceptional circumstances replacement candidates may be accepted at the discretion of the Programme Director. A completed application is required in adequate time to review and process the application. The School reserves the right to reject substitute candidates and require payment of the above transfer fees.

## **6. SCHOLARSHIP GUIDELINES**

6.1. Scholarship applicants in receipt of funding from either the Blavatnik School or the Natural Resource Governance Institute should note that in accepting an award (partial or full), they commit to attending the full course.

6.2. If a scholarship applicant cancels their place on the Course, the cancellation terms set out in paragraph 4 will apply unless the Programme Director accepts a substitute candidate in accordance with paragraph 5.3.

## **7. YOUR RESPONSIBILITIES**

It is your responsibility:

7.1. To act as a responsible member of the University's community, including treating other members of the community and the public with courtesy and respect.

- The University does not tolerate any form of harassment (verbal, physical, sexual) and/or victimisation and expects all members of the University community, its visitors and contractors to treat each other with respect, courtesy and consideration.
- The University is committed to fostering an inclusive culture which promotes equality, values diversity and maintains a working, learning and social environment in which the rights and dignity of all members of the University community are respected.
- The full policy can be found by visiting: [Policy and Procedure on Harassment](#)

7.2. To participate actively learning and to support the learning of others. You agree to arrive promptly and to carry out all relevant preparation for Course sessions. If you fail to do so without proper reason, then we reserve the right to exclude you from sessions or from the Course as a whole (and to notify your funder of this if your fees are being paid to us directly by a third party) to ensure that your behaviour does not have a detrimental effect on the experience of other Course participants. You are expected to attend all five-days of the Course.

7.3. To ensure that your tuition fees are paid when they are due. You are responsible for any non-payment even if your fees are being paid by a third party.

7.4. To obtain an appropriate visa (if necessary) and abide by any visa conditions. Failure to do so may result in non-attendance on the course or legal action.

- We encourage all applicants to apply for 'express service' to guarantee visa entry into the country for the course. You may check current visa processing times, by visiting: <https://www.gov.uk/visa-processing-times>.

- It is the responsibility of each participant to check UK visa regulations for their own country and to apply in enough time to come on the course.
- Cancellations due to visa delays or denied applications are subject to the cancellation terms set out in paragraph 4.

7.5. Should you contravene the standards set out in the Terms and Conditions, the following may apply.

- Withdrawal of the right to attend the course, including the right to participate in lectures, seminars and extra-curricular activities;
- Withdrawal of scholarships, including scholarship benefits (accommodation, catering, travel) for the remainder of the course;
- Non-issuance of certificates of participation or completion.

## **8. GOVERNING LAW**

8.1. This Agreement shall be governed by and construed in accordance with English law. In the event that the mediation is unable to resolve any issue, the English courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

## **9. THIRD PARTIES**

9.1. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **10. PERSONAL DATA**

10.1. The following information will help you to understand the purposes for which the Blavatnik School will store and process your personal data.

### **10.2. WHAT IS PERSONAL DATA?**

- Personal data is any information which relates to a living person, and from which they can be identified. Sensitive personal data is defined as information about racial or ethnic origins; political opinions; religious beliefs or other beliefs; trade union membership; physical or mental health; sexual life; criminal allegations, proceedings or convictions.

### **10.3. PROCESSING YOUR DATA**

- Data processing encompasses the collection and use of personal data. The Blavatnik School needs to process your personal data in order to perform its educational, statutory and administrative purposes and responsibilities to you and others. This processing will take place before, during and after your programme at the Blavatnik School.
- Examples of processing for these purposes include, but are not limited to: processing information about your application; your financial relationship with the Blavatnik School and your funders, such as your employer; processing information to enable you to use the Blavatnik School's facilities and to allow effective communication with you and the rest of your cohort; processing information to survey you or to conduct research into programme developments to enable the school to improve the service it offers; and processing information to fulfil our statutory responsibilities.

### **10.4. SHARING OF PERSONAL DATA**

- In the fulfilment of these responsibilities and purposes, personal data collected by the Blavatnik School will be shared with a limited number of third parties. These include but are not limited to: your funders and/or sponsors, such as your employer; external training providers, including external faculty; employers or prospective

employers and other educational institutions; relevant public bodies; organisations which provide specific services on behalf of the University, including, but not limited to mailing houses, the plagiarism detection service and organisations providing external admissions testing services.

- We will also share your profile, including your photograph and email address, with the other participants on your programme. This is in order to allow you to connect with the rest of your cohort before, during and after the programme. If you have any concerns about this please contact [executive.education@bsg.ox.ac.uk](mailto:executive.education@bsg.ox.ac.uk).

#### **10.5. PROCESSING SENSITIVE PERSONAL DATA**

- There are very limited circumstances in which sensitive personal data will be collected and/or processed by the Blavatnik School without your consent. Such processing may occur where the University considers it to be necessary and in accordance with the Data Protection Act 1998.

#### **10.6. SUBJECT ACCESS REQUESTS**

- The Data Protection Act 1998 gives you the right of access to your personal data subject to certain exemptions. If you wish to seek access under the Data Protection Act to information held about you by the Blavatnik School or have any queries about the use of your data, you should contact the University's Data Protection Officer using [data.protection@admin.ox.ac.uk](mailto:data.protection@admin.ox.ac.uk).

#### **10.7. RETENTION**

- The Blavatnik School will retain your personal data for the duration of your course and for a period of 12 months after it has concluded, after which it will be securely destroyed. If you have indicated that you are content to receive marketing emails and information related to alumni services from us we will retain your email address in order to do this.

#### **10.8. VISUAL AND/OR AUDIO RECORDINGS**

- The Blavatnik School of Government may take visual and/or audio recordings or photographs of students during the course and use these for promotional, management or educational purposes. If you do not consent to this, you must notify the Blavatnik School of Government in writing before the start of your course at: [executive.education@bsg.ox.ac.uk](mailto:executive.education@bsg.ox.ac.uk).

**By submitting your application to the Course, you accept these terms and conditions.**