

Updated 21.07.21

OIET 2021 UK GENERAL TERMS AND CONDITIONS
for
Education Tour Operators

1. DEFINITIONS AND INTERPRETATION

1.1 These are the General Terms and Conditions applicable to, and incorporated into, the Agreement between Oxford International Education and Travel Limited (“OIET” or “Oxford International”) and the Educational Tour Operator (as set out in the Agreement) relating to the offering by the Educational Tour Operator to its Clients of courses and programs delivered by OIET at the Schools (as defined below).

1.2 These General Terms and Conditions (together with any Specific Terms and Conditions expressly provided in the Agreement) are the only terms and conditions on which OIET will supply goods and services to the Educational Tour Operator and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Educational Tour Operator purports to apply under any purchase order, confirmation of order or similar document and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

1.3 In these General Terms and Conditions the following words and expressions have the following meanings unless the context otherwise requires:

“Agreement Personal Data”	personal data relating to any Clients which is to be processed under this Agreement Including but not limited to student contact details, previous qualifications, financial and health data, criminal convictions data, previous immigration history etc.
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Clients”	individual students who are clients of the Educational Tour Operator and whom the Educational Tour Operator proposes attend a School
“CMA Guidance”	guidance issued by CMA in respect of consumer protection of students in higher education in England and Wales.
“CMA”	means the Competition and Markets Authority and any successor body.
“Confidential Information”	any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, Intellectual Property or ideas which, at the time or

times concerned, are not generally known to third persons and such other information as may be proprietary or confidential in nature or is identified by such Party as confidential;

“Data Protection Laws”

all applicable laws relating to data protection, the processing of personal data and privacy, including:

- (a) the Data Protection Act 2018;
- (b) the General Data Protection Regulation (“**GDPR**”) (referring to EU Regulation 2016/679 or the UK General Data Protection Regulation (as applicable));
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and
- (d) any other law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy and use of personal data, that applies from time to time;

and references to **“Data Subjects”**, **“Personal Data”**, **“Process”**, **“Processed”**, **“Processing”**, **“Data Processor”**, **“Data Controller”** and **“Supervisory Authority”** have the meanings set out in, and will be interpreted in accordance with the GDPR and the Data Protection Act 2018;

“Data Security Incident”

a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data processed in connection with this Agreement or Agreement Personal Data transmitted, stored or otherwise Processed;

“FOIA” means the United Kingdom Freedom of Information Act 2000;

“Insolvent”

a party:

- (a) takes or any other person takes any step or action in connection with the appointment of an administrator in respect of it;
- (b) gives notice under section 84 Insolvency Act 1986 of or proposes or passes a resolution for its winding up;
- (c) has a winding up petition based upon a petition debt with a value of at least £750 presented against it;
- (d) has a receiver or provisional liquidator appointed;
- (e) has a winding up order made by a court in respect of it;
- (f) proposes, makes or is subject to a company voluntary arrangement, a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally or a

scheme of arrangement;

(g) ceases to trade; or

(h) or does anything analogous to the foregoing in any jurisdiction

“Intellectual Property Rights”

property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright, database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions

“International Transfer”

a transfer in connection with this Agreement to a country outside of the United Kingdom or European Economic Area (as applicable) of Personal Data (which may include Agreement Personal Data) which is undergoing Processing or which is intended to be Processed after transfer;

“Liability”

liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in this Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement, in each case

howsoever caused, including if caused by negligence

“Materials”

marketing and promotional materials produced by OIET from time to time in connection with programs and courses run by the Schools

“Parties”

the parties to this Agreement

“Schools”

Oxford International English Schools (Greenwich/Oxford/Brighton); Summer, Juniors, Teacher Training

“Specific Terms and Conditions”

the specific terms and conditions if any set out in Section 2 of the Agreement

“Start Date”

the date set out at the beginning of the Agreement

Tax or Taxation

all taxes, duties, charges, levies, imposts, contributions, withholdings or amounts in the nature thereof whenever and by whatever authority imposed and whether of the United Kingdom or elsewhere, irrespective of the person to which such taxes, duties, charges, levies, imposts, contributions, withholdings or amounts are directly or primarily chargeable, together with all interest, fines, penalties, surcharges and charges incidental or relating to any of the foregoing

“Term”

the period starting on the Start Date and ending on the Termination Date

“Termination Date”

the date on which this Agreement expires or terminates for whatever reason

1.4 All headings are for ease of reference only. Unless the context otherwise requires:

- (a) references to the singular include the plural and vice versa;
- (b) references to a “person” include any individual, body corporate, association, partnership, trust, governmental authority, agency or department or any other entity (in each case whether or not having separate legal personality);
- (c) references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- (d) any reference to trade marks, designs or design rights includes an EU trade mark, registered Community design or unregistered Community design and any United Kingdom equivalent right granted in anticipation of or on or after the United Kingdom’s withdrawal from the European Union;
- (e) any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- (f) references to “in writing” or “written” do include e-mail but not other methods of electronic messaging;
- (g) references to Clauses are to clauses of these General Terms and Conditions;
- (h) references to Sections are to sections of the Agreement into which these General Terms and Conditions are incorporated;

(i) the Schedules and any annexes to the Schedules and any Appendices form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement; and

(j) references to this Agreement are references to the overall Agreement including these General Terms and Conditions as varied from time to time and as assigned (in accordance with Clause 17.1) or novated from time to time.

2. COURSES AND PROGRAMMES

2.1 OIET is a provider of certain courses and programmes at the Schools. The Educational Tour Operator wishes to obtain access for its Clients to places on such courses and programmes delivered by OIET at the Schools, on and subject to the terms of the Agreement incorporating these General Terms and Conditions.

2.2 OIET will provide the Educational Tour Operator with reasonable stocks of Materials to allow the Educational Tour Operator to give Clients details of the courses delivered by OIET at the applicable School. During the Term the Educational Tour Operator shall:

2.2.1 market the courses and will be responsible for implementing marketing campaigns and the compilation and distribution of all marketing materials relating thereto;

2.2.2 observe all reasonable directions and instructions given by OIET in relation to the promotion and marketing of the courses;

2.2.3 seek to enhance the reputation of OIET and the Schools;

2.2.4 attend or arrange such meetings, promotion events and student fairs as are reasonably required by OIET;

2.2.5 ensure that all applications to the courses obtained by the Educational Tour Operator on behalf of a prospective Client shall be subject to the terms and conditions and student regulations which shall from time to time be supplied to the Educational Tour Operator by OIET for transmission to prospective Students;

2.2.6 make such calls upon prospective Client as are reasonable for the purposes of promoting and marketing the courses;

2.2.7 advise and assist the Client in completing application forms for courses at the Schools and submit such applications in full to OIET and/or the Schools (as applicable) and do all such other acts and things as are necessary or required in order for OIET and/or the Schools to process an application from the Client it being understood that the Educational Tour Operator must always take account of the maximum places on courses available to Clients, as notified by OIET to the Educational Tour Operator from time to time;

- 2.2.8 give to the Client accurate and current information and material relating to the courses and prices as detailed in OIET's guidance, policies and other documentation;
- 2.2.9 pass on all enquiries for OIET from the Client to the appropriate person at OIET;
- 2.2.10 follow OIET's relevant published policies which may include codes of practice relevant to international students published from time to time by, for example, the United Kingdom's QAA, UCAS, Universities UK, the UK Council for International Student Affairs, the Office for Students, UKVI or the British Council;
- 2.2.11 appoint all necessary staff to ensure that the Educational Tour Operator can comply with its obligations under this Agreement;
- 2.2.12 liaise, where appropriate, with British Council staff and foster good working relationships with them;
- 2.2.13 obtain and maintain any and all licences, consents and registrations necessary to perform its obligations under this Agreement at its own expense;
- 2.2.14 in the event of any claim, complaint or dispute being made by or arising in respect of any of courses, notify OIET promptly;
- 2.2.15 attend meetings with representatives of education institutions as may be necessary in order for the Educational Tour Operator to perform its obligations under this Agreement;
- 2.2.16 provide on-going advice to the Client about:
- (a) their applications generally;
 - (b) studying in the United Kingdom;
 - (c) UK entry visa requirements (if applicable);
 - (d) studying with the Schools; and
 - (e) the entry requirements for any particular course as outlined in the School's relevant course plan;
- 2.2.17 act diligently and in good faith in all its dealings with the Client;
- 2.2.18 provide such information as OIET may reasonably require and, in any event not less than once every 3 months, inform OIET by person or telephone of all matters that may be of interest to OIET in connection with the promotion and marketing of courses;
- 2.2.19 screen application forms to ensure (as far as is reasonably possible) that only applications that meet the entry requirements for that course (as specified by the relevant School) are submitted to OIET;
- 2.2.20 if so requested by OIET, administer aptitude or such other tests as may be required from time to time and carry out other investigations into the ability of prospective Client to benefit from, and succeed on, the courses for which they are applying;

- 2.2.21 keep adequate records of prospective Client for the courses and provide to OIET on request details of their names and copies of correspondence with them;
- 2.2.22 take copies of any Client documents provided to OIET and certify to OIET that each copy is a true and accurate copy of an original document;
- 2.2.23 comply with all laws relating to the promotion and marketing of the courses, obtain all licences, permits and approvals as are necessary or desirable to carry out the duties of the Educational Tour Operator and notify OIET of any changes in these laws which could affect the promotion and marketing of the courses; and
- 2.2.24 make clear to all prospective Client in the course of dealing with them that:
- 2.2.24(a) the Educational Tour Operator is unable to contract on behalf of or to bind OIET or a School; and
- 2.2.24(b) every expression of interest by a Client to enrol as a student with a School will be subject to each School's regular admissions procedure and acceptance by that School in its absolute discretion;
- 2.2.25 in the event of any claim, complaint or dispute being made by or arising for a prospective Client in respect of any of the courses, notify OIET (promptly);
- 2.2.26 make itself available to OIET for the purposes of consultation and advice relating to this Agreement and the courses;
- 2.2.27 attend meetings with representatives of OIET as may be necessary for the performance of its duties to OIET under this Agreement;
- 2.2.28 comply with any performance reviews required by OIET which may include but not be limited to at the end of each Academic Year and in the middle of each Academic Year and which will consider Client feedback and conversion statistics;
- 2.2.29 notify OIET as soon as reasonably practicable of any prospective Client who has ceased or indicated that s/he will cease to apply for admission to a course to OIET and any Client who, to the Educational Tour Operator's knowledge, applies for admission to a higher education institution which is offering competing courses to OIET;
- 2.2.30 provide such assistance and/or information to OIET as is required for OIET to comply with its obligations under section 54 of the Modern Slavery Act 2015;
- 2.2.31 ensure that it will only submit applications from Client who will meet UKVI regulations and comply with all UK immigration rules;
- 2.2.32 ensure that its recruitment practices are compliant with current UKVI regulations and guidelines;

- 2.2.33 undertake all training and research necessary to keep abreast of UKVI guidelines and regulations;
- 2.2.34 fully assist and cooperate with OIET in ensuring that enquiries from the UKVI are dealt with swiftly and efficiently.
- 2.3 OIET will use reasonable endeavours to refrain during the Term of the Agreement from knowingly soliciting the Clients (for so long as they remain clients of the Educational Tour Operator) for the purposes of seeking to provide to them directly other courses or programmes in competition with the Educational Tour Operator. However, this does not restrict OIET's ability to advertise, sell or promote its courses generally in the ordinary course of business or in circumstances or where it is unaware of the relationship between the Client and the Educational Tour Operator.
- 2.4 The Educational Tour Operator undertakes it will at all times act according to the standards set out in the Guide to good practice for Educational Tour Operators (the "Guide") of the Education UK Partnership of the British Council as may be updated from time to time, the current version of which is attached at Appendix B.
- 2.5 The Educational Tour Operator will at all times act in good faith, without conflict of interest and shall seek to enhance the reputation of OIET.
- 2.6 The Educational Tour Operator shall not be entitled to contract, or purport to contract, on behalf of or bind OIET in any way. The Educational Tour Operator will make clear to Clients that:
- 2.6.2 it is unable to contract on behalf of OIET, to bind OIET or to make any representation, promise or undertaking on behalf of OIET; and
- 2.6.3 enrolment onto any course or program delivered by OIET is subject to OIET's regular admissions procedure and acceptance.
- 2.7 Clients will attend OIET courses and programmes subject to the Terms and Conditions set out in the current applicable brochures of OIET. OIET reserves the right not to make offers to Educational Tour Operator's Clients if upon assessment it appears that they do not meet the entry requirements or it otherwise reasonably believes such individual would not be admitted in accordance with its regular admission procedures and policies.
- 2.8 The Educational Tour Operator undertakes it will ensure the full disclosure of all relevant information about each Client to OIET. OIET reserves the right not to allow any Client to begin or continue a course if there are any facts or circumstances in existence which would prevent such Client from being admitted to or attending the course in accordance with OIET's admission procedures and policies which should have been disclosed on the Registration Form completed as part of the application process and were not fully and fairly disclosed. In such circumstances, the Client will be entitled to a refund of any course fees in accordance with the terms and conditions applicable to that course.
- 2.9 OIET shall have the right from time to time to modify the specification of or withdraw any or all of the courses and any OIET application form without notice and without the consent of the Educational Tour Operator.

2.10 Without prejudice to clause 3, the Educational Tour Operator will not use OIET's name or logo otherwise than with the prior written consent of OIET.

3. Intellectual Property

3.1 OIET grants to the Educational Tour Operator a non-exclusive, worldwide, royalty-free revocable licence for the Term to use the trademarks set out in Appendix C ("OIET Trademarks") solely in connection with the performance of the Educational Tour Operator's obligations and the exercise of the Educational Tour Operator's rights under or as contemplated by this Agreement.

3.2 To the extent that the Educational Tour Operator is permitted to use the OIET Trademarks, the Educational Tour Operator will observe at all times any directions given by OIET as to the representation of the OIET Trademarks and their manner and disposition on documentation and products (whether in hard copy or electronic form).

3.3 The rights granted under this Clause 3 to the Educational Tour Operator by OIET are personal and are not transferable in any manner and the Educational Tour Operator will not sub-license or create a third party right over the rights granted to it and any attempt to do so will be ineffective and void.

3.4 Both Parties agree not to make any claims with respect to the Intellectual Property Rights of the other Party during the Term.

3.5 Any Intellectual Property Rights in the Materials and any other promotional or course materials relating to OIET or any aspect of any of the Schools are owned by OIET.

3.6 Neither Party will do, or authorise any third party to do, any act which would or might invalidate or might be inconsistent with any Intellectual Property Rights of any other or which would or might prejudice the distinctiveness or goodwill therein and will not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect.

3.7 Each Party will notify the other Party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property Rights of the other Party.

3.8 The provisions of Clause 3.2 to Clause 3.8 (inclusive) shall survive termination or expiry of this Agreement.

4. INVOICING

4.1 OIET will invoice the Educational Tour Operator and be paid in full in Pounds Sterling (GBP) by the Educational Tour Operator (without set-off, deduction or counterclaim) for each course or programme taken by its Clients at the agreed discounted rate.

4.2 The Educational Tour Operator will be solely responsible for the collection of all course fees, accommodation fees and other sums from Clients and accepts the sole risk for any failure by the Client to pay.

4.3 The Educational Tour Operator shall be permitted to keep and retain from its Clients an amount equal to the brochure price discount described in the Specific Terms and Conditions. If and to the extent the Educational Tour Operator decides to pass on all or some of that discount to its Clients it shall be free to do so acknowledging always that it does so at its own expense.

4.4 The Educational Tour Operator will at all times fully and promptly comply with the terms set out in Appendix D.

4.5 All sums paid to the Educational Tour Operator by OIET under this Agreement shall be deemed to include all VAT, sales and other taxes. The Educational Tour Operator will be responsible for all local taxes, duties and bank charges arising in connection with this Agreement and shall indemnify OIET in relation to any such taxes, duties or charges.

5. CLIENT ENROLMENT AND PAYMENT OF FEES

5.1 The Educational Tour Operator will procure that each of its Clients will duly complete the standard applications process of the applicable course or programme at the applicable School.

5.2 Except for Clients requiring a visa for entry into the UK, on receipt of the course application and deposit, a letter of confirmation is sent with a Statement of Fees which should be settled by the Educational Tour Operator 1 week before the course starting date. In the case of registration less than 6 weeks before the course starting date, the full amount of the cost of the course must be sent with the course application.

5.3 Where a student requires visa permission for entry into the UK (either by way of sponsorship under Student Sponsor or through any short term study visa route or equivalent), the full amount due to OIET must be received with the course application before a Confirmation of Acceptance for Studies is issued. In the event of cancellation or a visa refusal, this amount will only be returned in accordance with the clauses set out in section 7 below.

5.4 No Client will be allowed to start the course unless full payment has been received by OIET in good time (and in any event no later than any applicable School may specify in its admission terms) before the Client's intended start date.

5.5 The Educational Tour Operator will at all times fully and promptly comply with all the requirements and guidance of UKVI and will procure that all of its employees, subcontractors and/or delegates (if any such subcontractors or delegates are used by the Educational Tour Operator, having been consented to in writing by OIET) comply with such requirements, including but not limited to procuring that all:

5.6.1 procedures and practices are in strict compliance with UKVI requirements, guidance and procedures;

5.6.2 procedures and practices are regularly updated in light of the requirements, guidance and regulations of UKVI;

5.6.3 all relevant Clients are made aware of the requirements, guidance and procedures of UKVI, both as

an applicant and in the event the individual becomes an enrolled student at one of the Schools; and

5.6.4 reasonable steps are taken to collaborate with OIET (and each School as appropriate) to meet all necessary immigration requirements in connection with a student or potential student;

6. ACCOMMODATION

6.1 Where the Educational Tour Operator has requested OIET to book homestay accommodation for a Client, OIET will send details of the homestay address at least 5 days before the course starting date, except in the case of late enrolment. If the Educational Tour Operator requests, details can be sent directly to their Client. The Educational Tour Operator will ask Clients to let the homestay host know their approximate time of arrival.

7. CONDITIONS FOR CANCELLING OR CHANGING A COURSE

7.1 If a Client who is enrolled on a course cancels or changes such course in accordance with the Terms and Conditions applicable to that course and is entitled to a refund, such refund or other money due to that Client will be paid to the bank account from which the payment originated at the end of the booked course. Money due in relation to a course booked by the Educational Tour Operator will therefore be returned to the Educational Tour Operator, and it is the Educational Tour Operator's will pay this money to the Client concerned within 7 days and will indemnify OIET in respect of any liabilities, losses, claims, costs, damages or expenses incurred as a result of the Education Tour Operator's failure to pay such money to the Client concerned.

7.2 The Educational Tour Operator will procure that all Clients are made aware of the terms and conditions and any applicable policies and procedures in respect of the cancellation or changing of a course and the refunds of course fees.

7.3 If a Client changes course, any additional fees due in respect of such change must be paid by the Educational Tour Operator to OIET prior to, and as a condition of, such change taking place.

8. CHANGE OR CANCELLATION OF A COURSE BY OXFORD INTERNATIONAL

8.1 Sometimes it is agreed between OIET and an Educational Tour Operator that it would be beneficial for a Client to be moved to another school or course. When this happens, only a course of at least equivalent cost will be offered by OIET. This option may not be available to Clients sponsored under Student Sponsor (or equivalent sponsorship for visa requirements) depending on which school or course it is intended the Client be moved to.

8.2 Without prejudice to clause 9, OIET reserves the right to cancel a course, or make changes to course arrangements, without liability, if forced to do so for reasons beyond its control. If this happens, OIET will so far as reasonably practicable seek to offer alternative arrangements, dates and venues.

8.3 If OIET has cancelled a course booked and paid for by an Educational Tour Operator in accordance with these terms other than for reasons beyond its control, and did not offer an alternative reasonably acceptable to the Educational Tour Operator and its Client, OIET will refund the fees and pay compensation as follows:

8.3.1 where the cancellation is before the start of the course, compensation equal to the deposit paid by the Educational Tour Operator; or

8.3.2 where the cancellation is after the start of the course, compensation equal to one week's fee.

9. FORCE MAJEURE

9.1 Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure.

9.2 If either Party is affected by Force Majeure it shall promptly notify the other Party of the nature and extent of the circumstances in question.

9.3 If the Force Majeure in question continues for more than three months, the Party not subject to the Force Majeure may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.

9.4 For the purposes of this Clause 9 "Force Majeure" means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the party so prevented or any other party) act of God, epidemic, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.

10. PUBLIC HOLIDAYS

10.1 It is noted that there are no lessons on 1 Jan, 25 Dec, 26 Dec and all other UK bank holidays.

11. RESOLUTION OF DISPUTES

11.1 If any dispute arises either Party may (and must before referring any dispute to an expert or to arbitration or issuing proceedings) serve a dispute notice on the other setting out in reasonable detail the nature of the dispute (the "**Dispute Notice**"). Each of the Parties undertakes to use its reasonable endeavours to resolve any such dispute as quickly as possible taking into account the objectives set out in this Agreement.

11.2 The Parties recognise that the resolution in an efficient and timely manner of any disputes arising

between them in respect of this Agreement may be important for the beneficial provision of services provided under this Agreement.

11.3 If either Party becomes aware of circumstances which are likely to give rise to a dispute it should notify the other Party. The notification may be formal or informal and shall clearly identify the matters in dispute with any supporting documentation.

11.4 Each Party will then use all reasonable endeavours to resolve the dispute as soon as it is reasonably practicable.

11.5 Nothing in this clause 11 will prevent or delay either party from:

11.5.1 seeking orders for specific performance, interim or final injunctive relief;

11.5.2 exercising any rights it has to terminate this Agreement; or

11.5.3 commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

The Educational Tour Operator's attention is particularly drawn to the provisions of this clause 12.

12. INDEMNITY

12.1 The Educational Tour Operator will indemnify, keep indemnified and hold harmless OIET from and against all costs (including any excess fees relating to insurance claims), expenses, liabilities (including any Tax liability), injuries, direct and indirect losses (both of which terms include, without limitation, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings, or legal costs (on a full indemnity basis) and judgments which OIET incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance (i) by the Educational Tour Operator of the terms of this Agreement and/or (ii) by a Client of the obligations it owes to OIET and/or the applicable School.

13. LIABILITY AND INSURANCE

13.1 OIET's maximum aggregate Liability under the Agreement will be limited to £1 million.

13.2 OIET will have no liability whatsoever to the Educational Tour Operator for any loss of profit (whether direct, indirect or consequential); loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential); loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential); loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential); loss of bargain (whether direct, indirect or consequential); liability of the Educational Tour Operator to third parties (whether direct, indirect or consequential); wasted expenditure incurred in reliance upon the anticipated performance of the Agreement by Oxford International (whether direct, indirect or consequential); or any indirect or consequential loss.

13.3 Nothing in the Agreement will operate to exclude or restrict any liability of a party that cannot be excluded or restricted in respect of death or personal injury resulting from negligence; for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or

limit, its liability.

13.4 The Educational Tour Operator must make sure that Clients organise their own travel insurance to cover medical costs and repatriation costs in the case of an illness or accident and make sure that Clients are aware that neither OIET nor the Schools are responsible for arranging such transfer.

13.5 The Educational Tour Operator will maintain adequate public liability, third party and occupier's liability insurance with a minimum cover per claim as specified from time to time by OIET and any other insurance it may be required by law to hold.

13.6 The Educational Tour Operator will, upon request by OIET, immediately produce to OIET a certified copy of all its insurance policies taken out pursuant to this Agreement and satisfactory evidence that all premiums under such policies are paid to date.

14. TERMINATION

Either party can terminate the Agreement by written notice with immediate effect at any time without the need to provide any reasons. All outstanding invoices become due and payable to OIET immediately on termination of the Agreement (howsoever caused).

15. DATA PROTECTION

15.1 Unless otherwise required by the operation of English law and in accordance with the Data Protection Laws, the Parties will keep confidential at all times any and all information and Personal Data received from the other Party relating to teaching strategy, students and tutors, and their performance and progress. No Personal Data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such Personal Data relates.

15.2 The Educational Tour Operator acknowledges that OIET is subject to the requirements of the FOIA and the Educational Tour Operator agrees that it shall co-operate and provide (at its own expense) all necessary assistance as may reasonably be requested by OIET for itself to enable OIET to comply with its obligations under the FOIA.

15.3 Each of the Parties agrees to keep strictly confidential, the terms of this Agreement and all Confidential Information relating to the other Party or any group company as defined by section 1159 of the United Kingdom Companies Act 2006 (as may be amended or superseded from time to time or any equivalent legislation applying in a jurisdiction to which a Party is subject) that it has obtained during the course of negotiating this Agreement or that it may obtain during the Term.

15.4 Each of the Parties hereby agrees:

15.4.1 not to use such Confidential Information save as agreed in writing with the disclosing Party;

15.4.2 to procure that all persons or entities (including employees) to whom they do disclose the Confidential Information for the purpose only of the performance of the terms of this Agreement keep it strictly confidential; and that any such persons are, in respect of such Confidential Information, bound by confidentiality obligations equivalent to the terms of this **Clause 15**; and

15.4.3 not to copy or reproduce any Confidential Information of the disclosing Party without the prior written consent of such Party.

15.5 The provisions of this **Clause 15** shall cease to apply to:

15.5.1 information that has come into the public domain other than by breach of this **clause 15** or any other duty of confidence; and

15.5.2 information that is obtained from a third party without breach of this **clause 15** or any other duty of confidence.

15.6 Each Party may disclose such Confidential Information if and to the extent that any part of the Confidential Information is required to be disclosed by a regulatory or government body or court of competent jurisdiction with power to compel the disclosure provided the disclosing Party shall, if and to the extent permitted by applicable law, promptly notify the Party who owns the Confidential Information of such requirement, and shall use all reasonable endeavours to keep such Confidential Information confidential notwithstanding any such requirement.

15.7 Each Party may disclose to any group company (as defined under **clause 15.3**), information in its possession relating to this Agreement including Confidential Information which it is necessary or desirable for that group company (as defined above) to know in connection with the performance of this Agreement.

15.8 The provisions of this **clause 15** shall continue to apply notwithstanding termination of this Agreement.

Location of Educational Tour Operator

15.9 Where the Educational Tour Operator is situated in a country or territory outside of the European Economic Area or outside of the United Kingdom (as applicable), unless there is in force a European Commission decision or provision as a matter of UK law (as applicable) that the relevant country or territory ensures an adequate level of protection for Processing of Personal Data the Educational Tour Operator shall enter into:

15.9.1 standard contractual clauses recognised as offering an appropriate level of data protection as a matter of EU law (as amended or replaced from time to time); and/or

15.9.2 standard contractual clauses recognised as offering an appropriate level of data protection as a matter of UK law (as amended or replaced from time to time) simultaneously with this Agreement.

Data Controller Cooperation Provisions

15.10 It is the intention of the Parties that each shall act as a Data Controller in relation to the Processing of Personal Data in connection with this Agreement (unless the Educational Tour Operator agrees in writing with OIET that it will act as a Processor) and, to the extent that the Parties act as Data Controllers, they agree as follows:

15.10.1 Each Party shall comply with Data Protection Laws;

15.10.2 Each party shall implement technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing Personal Data in connection with this Agreement, in particular from a Data Security Incident;

15.10.3 After becoming aware of a reasonably suspected, “near miss” or actual Data Security Incident, the relevant Party shall:

15.10.3.1 notify the other Party of the Data Security Incident without undue delay (but in no event later than twelve (12) hours after becoming aware of the Data Security Incident); and

15.10.3.2 provide the other Party without undue delay (wherever possible, no later than twenty-four (24) hours after becoming aware of the Data Security Incident) with such details as that Party reasonably requires regarding:

(a) the nature of the Data Security Incident, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;

(b) any investigations into such Data Security Incident;

(c) the likely consequences of the Data Security Incident; and

(d) any measures taken, or proposed to be taken, to address the Data Security Incident, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if the relevant Party cannot provide all these details within such timeframes, it shall before the end of this timeframe, provide the other Party with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give the other Party regular updates on these matters, but the relevant Party may not delay notification under this **Clause 15.10.3** on the basis that an investigation is incomplete or ongoing.

Records of Processing

15.10.4 The Educational Tour Operator shall, maintain complete, accurate and up to date written records of all categories of its Processing activities carried out in connection with this Agreement which satisfy the requirements of Data Protection Laws.

Appointment of Processors

15.10.5 The Educational Tour Operator will not engage or use any third party for the Processing of Personal Data in connection with this Agreement or permit any third party to Process such Personal Data without the prior written consent of OIET and, if such consent is provided, shall procure that the Processor complies with

the requirements in **Clause 15.11** so far as applicable.

International Transfers by Educational Tour Operator acting as Data Controller

15.10.6 The Educational Tour Operator will not make an International Transfer without OIET's prior written consent. If OIET gives its prior written consent to an International Transfer, before making that International Transfer the Educational Tour Operator will demonstrate or implement, to OIET's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards may include:

15.10.6.1 there is in force a European Commission decision or provision as a matter of UK law (as applicable) that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data; or

15.10.6.2 the third party to whom the International Transfer will be made enters into an agreement with the Educational Tour Operator in the form of:

- (a) standard contractual clauses recognised as offering an appropriate level of data protection as a matter of EU law (as amended or replaced from time to time); and/or
- (b) standard contractual clauses recognised as offering an appropriate level of data protection as a matter of UK law (as amended or replaced from time to time).

If the appropriate safeguards demonstrated or implemented by the Educational Tour Operator in accordance with this **Clause 15.10.6** are deemed at any time not to provide an adequate level of protection in relation to the relevant Personal Data, the Educational Tour Operator will implement such alternative measures as may be required by OIET to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Educational Tour Operator will not need to comply with the conditions set out in this **15.10.6** if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state applicable laws, in which case the Educational Tour Operator will notify OIET of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to OIET on public interest grounds.

Educational Tour Operator Obligations

15.10.7 The Educational Tour Operator shall promptly provide to OIET such information and assistance as the OIET reasonably requires to comply with its obligations under Data Protection Laws, in each case in connection with the Processing of the Personal Data in connection with this Agreement. The Educational Tour Operator shall, in particular, provide such information and assistance to OIET as OIET may reasonably require, in relation to the OIET's obligations under Data Protection Laws, in relation to:

15.10.7.1 security of Processing; and

15.10.7.2 any remedial action and notifications to be taken in response to any Data Security Incident including regarding any notification of the Data Security Incident to Supervisory Authorities and/or communication to affected Data Subjects.

15.10.8 The Educational Tour Operator shall:

15.10.8.1 only Process Personal Data in connection with this Agreement to the extent that it is necessary to do so for the purpose of the providing the Services under this Agreement;

15.10.8.2 [Unless otherwise agreed by the Parties in writing,] ensure that they provide any privacy information to Data Subjects that is required to be provided in accordance with the requirements of the Data Protection Laws (including pursuant to Article 13 and 14 of the GDPR) in respect of their Processing activities.

Data Subject Requests and Communications and Complaints

15.10.9 If either Party (as the relevant Data Controller) receives any request for exercise of a Data Subject's rights or communication or complaint from a Data Subject or other third party in relation to Personal Data processed in connection with this Agreement, such recipient (as applicable) will record and deal at its own discretion with the request or communication or complaint. Notwithstanding the foregoing, if such a request or communication or complaint received by the Educational Tour Operator in any way concerns the Processing of Personal Data by or on behalf of OIET:

15.10.9.1 the Educational Tour Operator will notify OIET in writing of the relevant request or communication or complaint within five (5) days and before responding to the Data Subject or third party; and

15.10.9.2 will take any steps reasonably requested by OIET in connection with the relevant request or complaint or communication in so far as it relates to OIET.

Data Controller – Data Processor Obligations

15.11 To the extent that the Educational Tour Operator acts as a Data Processor of OIET in respect of any Agreement Personal Data, the Educational Tour Operator agrees as follows:

Compliance with Laws

15.11.1 In performing its obligations under this Agreement the Educational Tour Operator will comply with the Data Protection Laws.

15.11.2 The Educational Tour Operator will not cause OIET to breach any obligation under the Data Protection Laws and will notify OIET without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or this **Clause 15.11**, without prejudice to its obligations to comply with, or to any rights or remedies.

Authority

15.11.3 OIET authorises the Educational Tour Operator to Process the Agreement Personal Data during the Term as a Processor solely for the purpose and to the extent described in **Appendix D**.

Sub-processing

15.11.4 The Educational Tour Operator will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data without the prior written consent of OIET.

15.11.5 If the Educational Tour Operator appoints an Authorised Sub-Processor pursuant to **Clause 15.11.4** the Educational Tour Operator will ensure that there is in place a written contract between the Educational Tour Operator and the Authorised Sub-Processor that specifies the Authorised Sub-Processor's Processing activities and imposes on the Authorised Sub-Processor the same terms as those imposed on the Educational Tour Operator in this **Clause 15.11**.

15.11.6 The Educational Tour Operator will remain responsible for all acts and omissions of Authorised Sub-Processors as if they were its own.

Educational Tour Operator Obligations

15.11.7 The Educational Tour Operator will, and will procure that any Authorised Sub-Processor will:

15.11.7.1 Process the Agreement Personal Data only on documented instructions (including this Agreement) from OIET (unless the Educational Tour Operator or the relevant Authorised Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state applicable laws, in which case the Educational Tour Operator must notify OIET of such legal requirement prior to such Processing unless such applicable laws prohibit notice to OIET on public interest grounds);

15.11.7.2 without prejudice to **Clause 15.11.7.1**, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in **Appendix D**;

15.11.7.3 without prejudice to **Clause 15.11.7.2**, not without the prior written consent of OIET;

(a) convert any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;

(b) use any Agreement Personal Data for "big data" analysis or purposes;¹ or

¹ "Big data" is high volume data that is typically analysed using AI methods as it is difficult to analyse via traditional methods.

(c) match or compare any Agreement Personal Data with or against any other Personal Data (whether the Educational Tour Operator's or any third party's);

15.11.7.4 keep all Agreement Personal Data confidential in accordance with the provisions of **Clauses 15.1, 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8**, provided that in the event and to the extent only of any conflict between this clause 15.11 and **Clauses 15.1, 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8**, this **Clause 15.11** will prevail.

15.11.7.5 ensure that any individual authorised to Process Agreement Personal Data:

(a) accesses such Agreement Personal Data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement;

(b) is subject to confidentiality obligations equivalent to those set out in **Clauses 15.1, 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8** or is under an appropriate statutory obligation of confidentiality;

(c) complies with this **Clause 15.11**;

(d) is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data.

15.11.8 The Educational Tour Operator will not make an International Transfer without OIET's prior written consent. If OIET gives its prior written consent to an International Transfer, before making that International Transfer the Educational Tour Operator will demonstrate or implement, to OIET's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards may include:

15.11.8.1 there is in force a European Commission decision or provision as a matter of UK law (as applicable) that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data; or

15.11.8.2 the relevant Processor enters into an agreement with OIET or the Educational Tour Operator (as applicable) in the form of:

(a) standard contractual clauses recognised as offering an appropriate level of data protection as a matter of EU law (as amended or replaced from time to time); and/or

(b) standard contractual clauses recognised as offering an appropriate level of data protection as a matter of UK law (as amended or replaced from time to time).

If the appropriate safeguards demonstrated or implemented by the Educational Tour Operator (or the relevant Processor) in accordance with this **Clause 15.11.8** are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, the Educational Tour Operator will

implement such alternative measures as may be required by OIET to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Educational Tour Operator or the relevant Authorised Sub-Processor will not need to comply with the conditions set out in this **Clause 15.11.8** if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state applicable laws, in which case the Educational Tour Operator will notify OIET of such legal requirement prior to such International Transfer unless such applicable laws prohibit notice to OIET on public interest grounds.

15.11.9 The Educational Tour Operator shall:

15.11.9.1 implement, and assist OIET to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;

15.11.9.2 notify OIET immediately if at any time the Educational Tour Operator or an Authorised Sub-Processor is, or ought to be, aware of any reason why it is unable to comply with **Clause 15.11.9.1** without prejudice to its obligation to comply with, or to any rights or remedies which OIET may have for breach of, **Clause 15.11.9.1**;

15.11.9.3 notify OIET immediately after becoming aware of a reasonably suspected, “near miss” or actual Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Educational Tour Operator (and Authorised Sub-Processors) may not delay notification under this **Clause 15.11.9.3** on the basis that an investigation is incomplete or ongoing;

15.11.9.4 promptly (and in any event within 72 hours) notify OIET of any request that it receives for exercise of a Data Subject’s rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;

15.11.9.5 assist OIET in:

- (a) responding to requests for exercising Data Subjects’ rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
- (b) documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
- (c) taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
- (d) conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly; and

(e) at the option of OIET, securely delete or return to OIET or, at OIET's option, transfer to any replacement Educational Tour Operator, all Agreement Personal Data promptly after termination of this Agreement, and securely delete any remaining copies and promptly certify (via a director) when this exercise has been completed.

Information Provision

15.11.10 The Educational Tour Operator will, and will procure that Authorised Sub-Processors will:

15.11.10.1 make available to OIET all information necessary to demonstrate compliance with the obligations set out in this **Clause 15.11**; and

15.11.10.2 allow for and contribute to data audits, including inspections, conducted by OIET or another auditor mandated by OIET.

Breach

15.11.11 A breach of this Clause **15.11** by the Educational Tour Operator or any Authorised Sub-Processor will be a material breach of this Agreement.

16 THIRD PARTIES

16.1 This Agreement does not create any right enforceable by any person who is not a party, whether pursuant to the United Kingdom Contracts (Rights of Third Parties) Act 1999 or otherwise except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement and the rights of such successor or assignee will, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

16.2 Notwithstanding that any term of this Agreement may not be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded, (in each case) without the consent of any such third party.

17 GENERAL

17.1 This Agreement contains all the terms which the Parties have agreed in relation to their subject matter, and supersedes all prior written or oral agreements, representations or understandings between the Parties (including any heads of terms) relating to that subject matter. Each Party acknowledges and agrees that in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty, collateral contract or other assurance (whether negligently or innocently made) of any person other than those expressly set out in this Agreement.

17.2 All conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

17.3 The Parties acknowledge that it is not possible in an Agreement of this nature to make express provision for every potential issue that may arise during the Term. However, during the Term, each Party will, at all times, act in good faith and will execute such further documents and perform and do such further acts and things as the other Party may reasonably request in writing in order to carry the provisions of this Agreement into full effect and to implement the terms of this Agreement in accordance with its spirit and intent.

17.4 Except as expressly provided in this Agreement, each Party will pay its own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Agreement and the documents referred to in this Agreement.

17.5 Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the Parties, or, except to the extent expressly provided otherwise in this Agreement, to authorise any party to act as agent for any other, and no party will have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17.6 This Agreement is personal to the Educational Tour Operator and it may not assign, sub- contract, charge or (except as otherwise provided by this Agreement) license any of its rights hereunder or otherwise delegate any of its obligations hereunder in whole or in part, except with the prior written consent of OIET. Any sub-contracting will not relieve the Educational Tour Operator from its liabilities to OIET under this Agreement and the Educational Tour Operator will be liable to OIET for the acts and omissions of its sub-contractors (if any) in relation to this Agreement. Any sub-contract must contain a term prohibiting the sub-contractor from sub-contracting any of its obligations.

17.7 Each of OIET and the Educational Tour Operator warrants and represents that it is entering into this Agreement as principal and not as agent for the other and will act as an independent contractor in carrying out its obligations under this Agreement.

17.8 The Parties acknowledge that the rights, responsibilities and obligations of the Parties are limited to the express provisions contained in this Agreement and that this Agreement will not imply any additional rights, responsibilities or obligations on any Party.

17.9 No variation or waiver of any of the terms of this Agreement will be binding unless set out in writing, expressed to amend this Agreement and signed by the Parties or their duly authorised representatives.

17.10 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law will not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not:

17.10.1 constitute a waiver of any other or subsequent breach or default and will not affect the other terms of this Agreement; or

17.10.2 prevent a party from subsequently requiring compliance with the waived obligation.

17.11 The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

17.12 The express rights and remedies provided in this Agreement do not exclude any other rights or remedies provided by law, except to the extent that the rights and remedies of a Party are expressly excluded or restricted by the terms of this Agreement.

17.13 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each Party may enter into this Agreement by executing a counterpart.

17.14 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.

17.15 Each Party shall not, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.

17.16 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Equality Act 2010 and the equality duty imposed by that Act.

17.17 Each Party shall, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Human Rights Act 1998.

17.18 At all times during the Term:

17.18.1 the Parties shall in their dealings with students make every effort to comply with consumer laws taking particular account of the CMA Guidance;

17.18.2 neither Party shall engage in any activity, practice or conduct which would constitute an offence under applicable consumer laws (whether such act was committed in the UK or not);

17.18.3 each Party shall on request provide the other Party with all assistance and information as the other Party may reasonably request to enable it to comply with its obligations under applicable consumer laws or to satisfy the CMA or other regulatory body that it has done so; and

17.18.4 each Party shall use reasonable endeavours to ensure that all its employees, contractors and agents who are performing services in connection with this Agreement shall comply with its obligations in this Clause 17.18.

17.19 If any breach by the Parties (or by anyone employed by it or acting on its behalf) of Clause 17.18 is suspected or known the Party in breach must:

17.19.1 notify the Party not in breach immediately; and

17.19.2 respond promptly to the Party not in breach's enquiries; and

17.19.3 co-operate with any investigation reasonably required by the Party not in breach; and

17.19.4 take any remedial action reasonably required by the Party not in breach.

17.20 Any breach of Clause 17.21 by a Party or by anyone employed by it or acting on its behalf shall entitle the other Party (not in breach) to terminate this Agreement forthwith.

17.21 The Parties shall:

17.21.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

17.21.2 appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;

17.21.3 ensure that it and each of its suppliers and subcontractors shall comply with appropriate Anti-slavery policy;

17.21.4 respond promptly to all Slavery And Human Trafficking due diligence questionnaires issued to it by the other Party from time to time and ensure that its responses to all such questionnaires are complete and accurate; and

17.21.5 notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.

17.24 If any breach by a Party (or by anyone employed by it or acting on its behalf) of any part of Clause

17.21 is suspected or known, that Party must notify the other Party immediately and must respond promptly to the other Party's enquiries and co-operate with any investigation. In complying with Clause 17.21, the Parties shall take appropriate account of any guidance or codes of practice issued by the relevant government department concerning the Modern Slavery Act 2015.

18. NOTICES

18.1 Any notice or other communication required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by airmail or by commercial courier or email, to each party required to receive the notice or communication at the address

specified at the beginning of this Agreement, or as otherwise specified as a replacement address for service by the relevant party by notice in writing to each other party.

18.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause or a notice or other communication required to be given under the Agreement shall not be validly given if sent by e-mail.

18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. ANTI-BRIBERY

19.1 The Educational Tour Operator shall:

19.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and OIET's Anti-Bribery policy as provided by OIET to the Educational Tour Operator from time to time ("Relevant Requirements");

19.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

19.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Clause 19.1.2, and will enforce them where appropriate;

19.1.4 promptly report to OIET any request or demand for any undue financial or other advantage of any kind received by the Educational Tour Operator in connection with the performance of this Agreement;

19.1.5 immediately notify OIET (in writing) if a foreign public official becomes an officer or employee of the Educational Tour Operator or acquires a direct or indirect interest in the Educational Tour Operator, and the Educational Tour Operator warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement;

19.1.6 within twelve months of the date of this Agreement, and annually thereafter, certify to OIET in writing signed by an officer of the Educational Tour Operator, compliance with this Clause 19 by the Educational Tour Operator and all persons associated with it under Clause 19.2. The Educational Tour Operator shall provide such supporting evidence of compliance as OIET may reasonably request.

19.2 The Educational Tour Operator shall ensure that any person associated with the Educational Tour Operator who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Educational Tour Operator in this Clause 19 ("Relevant Terms"). The Educational Tour Operator shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to OIET for any breach by such persons of any of the Relevant Terms.

19.3 Breach of this Clause 19 by the Educational Tour Operator shall be deemed a material breach of this Agreement.

19.4 For the purpose of this Clause 19, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this Clause 19.4, a person associated with the Educational Tour Operator includes but is not limited to any agent, delegate or subcontractor of the Educational Tour Operator.

20. Safeguarding and Protecting Children and Vulnerable Adults

20.1 The Educational Tour Operator will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults, and with the OIET Group's Child Protection Policy(s), as notified to the Educational Tour Operator and amended from time to time, which the Educational Tour Operator acknowledges may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, the Educational Tour Operator will ensure that, where it engages any other party to supply any of its obligations under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

20.2 The parties acknowledge that OIET and its group companies are a Regulated Activity Provider (as defined in the Safeguarding Vulnerable Groups Act 2006) with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

20.3 The Educational Tour Operator shall :

20.3.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the DBS or the equivalent local service;

20.3.2 monitor the level and validity of the checks for each member of staff; and

20.3.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to potential students or students.

20.4 The Educational Tour Operator warrants that at all times it has no reason to believe that any person who is or will be employed or engaged by it in connection with the Agreement is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

20.5 The Educational Tour Operator shall immediately provide to OIET any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 20 have been met.

20.6 The Educational Tour Operator shall fully and promptly comply with all legal obligations on it to refer information to the DBS where any persons engaged in the performance of this Agreement and/or any services under it are removed (or would have, if such person had not otherwise ceased to carry out the Services) been removed because, in its opinion, such person has harmed or poses a risk of harm to potential students or students.

21. GOVERNING LAW AND JURISDICTION

21.1 The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England.

21.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Clause 21.2. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

Appendix A: Application Procedure for Student Sponsor General Student Visa

In accordance with UK Visas and Immigration regulations students applying for GSVs must currently have a minimum level of English of B1. It is expected that Clients will meet the minimum English Language requirements set by UK Visas and Immigration (UKVI) at the time of their application. Any client who in the reasonable opinion of OIET does not meet the English Language requirements in place at the time will not be assigned a CAS.

UKVI Approved SELT from approved SELT Test Centre - equivalent to IELTS 4.0 or above in all skills

We will accept the following as proof of level:

Certificates from any of the examining bodies to be found on the list of English language tests that have been assessed as meeting the Home Office's requirement and which are at B1 level The list of approved tests and providers is readily available and published on the UKVI website here

<https://www.gov.uk/guidance/prove-your-english-language-abilities-with-a-secure-english-language-test-selt>

It is the responsibility of the Client to ensure that the correct guidance and conditions in place at the time of the application are considered and met.

For Clients/Students applying under the Short Term Study Visa route English language ability may be assessed in a number of ways including:

- Certificates from any of the examining bodies to be found on the list of English language tests that have been assessed as meeting the Home Office's requirement and which are at B1 level The list of approved tests and providers is available on the UKVI website here <https://www.gov.uk/guidance/prove-your-english-language-abilities-with-a-secure-english-language-test-selt>
- A reference from an appropriately qualified person to state that the student has previously studied in English, citing the course name and dates. The referee should also give their contact details and state they have interviewed the student to confirm their level of English is sufficient for the course.
- A recognised exam from the student's own country with a score/grade that can be related to the CEFR level system.

In order to comply with UKVI guidelines OIET requires payment in full for both students applying under Tier and under the Short Term Study Visa Route, prior to issuing a CAS or confirmation visa letters for students who require visa to study in the UK.

APPENDIX B: Guide to good practice for Educational Tour Operators

1. Educational Tour Operator shall at all times conduct themselves with integrity and in a manner that will reflect positively on the image of their profession and of their partner (UK) institutions as reliable and trustworthy providers of high quality education and training.

This standard of conduct underpins the others that follow and encompasses all aspects of the Educational Tour Operator's activities.

2. Educational Tour Operator shall promote themselves and their partner (UK) institutions in a professional and ethical manner and shall ensure that their business activities reflect best practice.

This standard of conduct refers both to ethical behaviour (doing the right thing) and to standards of professionalism (doing it well). Best practice means that an Educational Tour Operator's business activities should not be of a kind that might bring discredit on their (UK) client(s) or UK education generally.

3. Educational Tour Operators shall be honest in communicating information about themselves, their partner (UK) institutions and potential students in published, oral or any other form. They shall not knowingly or by a failure of professional standards provide or disseminate false, incomplete or misleading information.

This standard of conduct is closely related to clause 5 and refers to any information released by an Educational Tour Operator on behalf of its client institutions about facilities, entry requirements, admissions processes, course content, fees or any other matter. All claims made by an Educational Tour Operator about itself, client institutions or students shall be capable of being substantiated.

This standard of conduct also applies equally to information provided about potential students in applications to client institutions and visa authorities.

In particular, information provided to potential students shall be sufficient to enable them to make an informed judgement. The inclusion of the word 'incomplete' in this standard is especially important: Educational Tour Operators shall not in published or orally delivered information omit any fact which may reasonably be of material relevance to an international student, where an omission might be construed as being misleading.

The accidental production or dissemination of incorrect or incomplete information is likely to be viewed in itself evidence of a failure to adhere to professional standards, except where there is compelling evidence to suggest otherwise.

In summary, this standard requires Educational Tour Operators to provide full, honest and accurate information about client institutions and the courses and facilities they offer.

4. Educational Tour Operators shall promote themselves and their partner (UK) institutions fairly and without recourse to unfavourable or negative comparisons with other institutions, or otherwise employ

unfair or unprofessional practice to damage the interests of other institutions.

This standard of conduct refers to any attempt by Educational Tour Operators to gain advantage for their clients by using information about other institutions negatively. Using verifiable data to show the standing of a client institution in relation to others is acceptable, but this practice shall not be executed in such a manner as to discredit other institutions. This means Educational Tour Operators should promote products by focusing on the strengths and achievements of their client institutions rather than by making unfavourable comments about competitors.

5. Educational Tour Operators shall act at all times in the best interests of students or prospective students as well as (UK) partner institutions. They shall offer advice and counselling and provide information to students, and where appropriate their parents, in a manner consistent with this principle.

This standard of conduct is fundamental to good practice in education marketing and student recruitment. It refers not only to truthfulness and accuracy, but also to appropriateness. An example of inappropriate advice would be encouragement of a student to enter a course of study for which they were inadequately prepared in terms of language proficiency or academic attainment. The standard also includes advice or information given to sponsors of students and other such bodies or persons as well as directly to students. Again, the omission of salient information in an effort to secure the placement of a student is likely to be judged as a breach of this standard.

6. Educational Tour Operators shall conduct themselves with due regard to the regulatory conditions in the market(s) in which they operate. They shall comply with all applicable national laws (including but not limited to those on tax), regulations and official policies. They shall ensure that all other persons that act for or on their behalf shall also conduct themselves with due regard to the regulatory conditions in the market(s) in which they operate and comply with all applicable national laws (including but not limited to those on tax), regulations and official policies.

7. Educational Tour Operators shall conduct themselves with due regard to the need for transparency and openness in all their dealings with client institutions.

Appendix C: Anti-Tax Evasion

1 For the purpose of this Appendix:

“Authority” means any government, agency, regulator or prosecutor; and

“Tax Evasion Offences” includes (i) any offence of cheating the United Kingdom or a foreign public revenue; (ii) any offence under the law of any part of the United Kingdom consisting of being knowingly concerned in, or in taking steps with a view to the fraudulent evasion of tax or in the facilitation of the evasion of tax; and (iii) any other equivalent offences under the laws of other jurisdictions.

1.1 The Educational Tour Operator will, and will procure that its officers, employees, agents, sub-contractors, programme leaders and any other persons who perform services for or on its behalf will:

1.1.1 not do or omit to do any act or thing which constitutes or may constitute a Tax Evasion Offence;

1.1.2 not do or omit to do any act or thing which causes or may cause it or Oxford International to commit a Tax Evasion Offence;

1.1.3 without prejudice to paragraphs 1.1.1 and 1.1.2 of this Appendix D, not do or omit to do any act or thing which may cause Oxford International to compromise the reasonableness of the prevention procedures it has in place to prevent tax evasion or the facilitation of tax evasion; and/or

1.1.4 provide Oxford International with such assistance or any information as it may require from time to time to enable it to:

(a) perform any activity or provide any information required by any relevant Authority in any relevant jurisdiction for the purpose of compliance with any proceeds of crime, anti- money laundering, prevention of tax evasion or prevention of the facilitation of tax evasion law, guidance, investigation and/or Authority or court direction; or

(b) self-disclose any conduct to or to co-operate with any Authority in its sole discretion acting reasonably.

1.2 The Educational Tour Operator warrants to Oxford International that it has not, and that to its knowledge its officers, employees, agents, sub-contractors, programme leaders and any other persons who perform services for or on its behalf in connection with this Agreement have not:

1.2.1 been convicted in any jurisdiction of any Tax Evasion Offence or been the subject of any agreement (including without limitation any deferred prosecution agreement or similar arrangement) with any Authority concerning any such offence or alleged offence;

1.2.2 done or omitted to do any act or thing which caused or may cause any person to commit a

Tax Evasion Offence (or would or may do so if the relevant person was unable to prove that it had in place prevention procedures that were reasonable in all circumstances to expect the person to have in place); and/or

1.2.3 have been, and are not, the subject of any investigation, enquiry or enforcement proceedings by any Authority regarding any Tax Evasion Offence.

1.3 The Educational Tour Operator will immediately give written notice to Oxford International:

1.3.1 upon a breach, or suspected breach, of any of its obligations at paragraph 1.1 of this Appendix D occurring;

1.3.2 upon becoming aware of a breach of any of its warranties at paragraph 1.2 of this Appendix D;

1.3.3 upon becoming aware of any event or circumstance which would cause it to be unable to repeat any of the warranties at paragraph 1.2 at any time.

1.4 Oxford International may terminate this Agreement immediately by giving written notice to that effect to the Educational Tour Operator if the Educational Tour Operator is in breach of any of its obligations under paragraph 1.1 of this Appendix D or of any of its warranties under paragraph 1.2 of this Appendix D or if Oxford International has reasonable cause to believe that the Educational Tour Operator has facilitated a Tax Evasion Offence.

1.5 Oxford International will be entitled, by giving written notice to that effect to the Educational Tour Operator, to require the Educational Tour Operator to remove from the performance of this Agreement any of the Educational Tour Operator's officers, employees, agents, sub- contractors or any other person who performs services for or on its behalf in connection with this Agreement and in respect of whom the Educational Tour Operator is in breach of any of its obligations under paragraph 1.1 of this Appendix D or any of its warranties under paragraph 1.2 of this Appendix D.

1.6 The Educational Tour Operator will include in any sub-contract which it enters into in connection with this Agreement a provision materially equivalent to this Appendix D and will procure that any such sub- contractor entering into a further sub-contract in relation to this Agreement will include a provision materially equivalent to this Appendix D in the sub-sub- contract.

Appendix D: Anti-Tax Evasion

Subject matter of Processing	Students engaged in relation to this Agreement and for the Term of the same
Duration of Processing	The term of this Agreement
Nature and Purpose of Processing	For the purpose of the Educational Tour Operator providing its Services under this Agreement
Type of Personal Data	Name, date of birth, nationality, address, passport details, telephone, email, Exam transcript/results
Categories of Data Subject	Clients and potential Clients