

## Terms and Conditions

### General Terms and Conditions

General terms and conditions are applicable to all courses. Any additional terms and conditions which are course specific are detailed under the course heading.

By applying for a course, you are confirming your agreement to be bound by these terms and conditions.

The College will advise you on your course entry point and upon application you will need to supply the name of the person at Oxford Professional Education Group (OXPEG) who has verified your entry level.

The fee, for any course at any given time, will be displayed on the website or will be notified to you by an OXPEG representative. Fees are quoted in pounds sterling, exclusive of VAT and additional accredited body charges unless stated otherwise will apply. Delivery charges payable in relation to delivery of study materials, if applicable, are order specific and may vary, the correct delivery charges for your order can be confirmed by contacting an OXPEG representative.

Registration can be cancelled within 14 days of enrolment to OXCOM Learning. A full refund will be given within 14 days of cancellation, however if the delegate has accessed OXCOM Learning and/or attended any classes there will be a cancellation fee.

OXPEG reserves the right to cancel a course or change a schedule for any course. In such cases all delegates will be given due notice and the option of a venue change, study method change or course cancellation. In cases of a course cancellation by OXPEG, a refund will be offered if alternative options are not viable for the delegate.

To keep optimum delegate experience, classes are subject to minimum numbers. Where there are insufficient numbers, delegates will be offered an alternative venue.

We will be using video technology such as Zoom and Microsoft Teams. For virtual classes, these are recorded for internal quality control purposes only. In exceptional circumstances, recordings may be shared with students who have approved reasonable adjustments and this will be for a maximum period of 14 days. This is assessed on a case by case basis by OXPEG.

Delegates who are travelling to attend classes must contact OXPEG to inform them of their plans prior to booking travel and/or accommodation. Delegate expenses for class cancellations are non-refundable.

The fee for any course does not include fees payable to the Awarding Body unless otherwise stated. In order to gain certification, it is usually necessary to pay directly to the Awarding Body a fee for membership and an assessment fee for each unit.

### **Payment Terms**

Payment of OXPEG fees must be made prior to the commencement of the course. Details of how to make payment can be found in the quote sent to you via email by one of our course advisers.

### **Employer Funded Delegates**

For employer funded delegates an invoice for all course modules (or those applied for) will be raised within 48 working hours upon receiving an application form and must be paid within 30 days of invoice date. Employer funded delegates will gain access to OXCOM Learning once the employer has either paid the invoice, has confirmed in writing that they are sponsoring the delegate or if a PO number has been supplied. If the PO relates to one of our APM courses, then please note this will enrol you onto the course only, you will only be able to sit the exam once full payment has been received.

Cancellations made after 14 days of the initial enrolment will not be eligible for a refund. If the delegate is eligible for a refund but has accessed OXCOM Learning and/or attended any classes, there will be a cancellation fee.

Failure to settle any outstanding balance will result in loss of access to the OXCOM Learning and in more severe cases the withholding of pending assignments / assessments due for submission to the Awarding Body.

If for any reason the named delegate is unable to attend the course the Client has the right to appoint a replacement delegate within two years of the original invoice date.

### **Self-Funded Delegates**

Self-funded delegates are required to make either payment in full, for one module or choose a payment plan option.

Interest free payment plans are available for some qualifications and are subject to monthly consecutive payments.

On a 9-month payment plan breaks can be taken after the 3rd and 6th instalment have been paid. On a 6-month payment plan breaks can be taken after the 2nd and 4th instalment have been paid.

Please note, if a delegate defers a module or takes a break from their studies, this does not defer any outstanding modular payment. Payments must continue against the outstanding balance.

On a 9-month payment plan updated course access will be received on the 1st, 4th and 7th payment. The cost of each module is split in to 3 instalments.

On a 6-month payment plan updated course access will be received on the 1st, 3rd and 5th payment. The cost of each module is split in to 2 instalments.

We do not store any bank/card details on our systems, therefore it is the delegates responsibility to ensure payments are made in a timely manner, and we would recommend setting up a standing order.

We will not automatically send out any reminders unless your payments are late.

Failure to settle any outstanding balance will result in loss of access to OXCOM Learning and in more severe cases the withholding of pending assignments / assessments due for submission to the Awarding Body.

Cancellations made after 14 days of the initial enrolment will not be eligible for a refund. If the delegate is eligible for a refund but has accessed OXCOM Learning and/or attended any classes, there will be a cancellation fee.

### **Enrolment Details**

You will be notified of your enrolment onto OXCOM Learning via email.

The receipt of any online study materials is personal to you and you may not transfer your rights to access OXCOM Learning, share your access passwords or provide any online study materials to any other person.

If you do not access your Oxcom Learning account for six months it may be deactivated. To reinstate your account please contact [oxcomlearning@oxfordpeg.com](mailto:oxcomlearning@oxfordpeg.com).

### **General**

Delegates must show a professional attitude to their studies.

Delegates will complete their work and return it to their tutors on time or at a pre-agreed mutually convenient time.

Delegates who are classroom based must respect both the tutors and the other members of the class.

OXPEG encourages the sharing of experience and expertise. Therefore, any work provided by delegates may be displayed and shared as an example of good practice with the agreement of the said delegate.

Full participation is the key to good performance. It is on the basis of this understanding that the course has been designed. However, if you are ill or away because of your commitments at work or home please let us know, so we can suggest extra support.

While every care is taken to ensure that any advice given to delegates is correct, OXPEG cannot accept responsibility for information provided by third parties.

OXPEG reserves the right to withhold any assignment submission due to the Awarding Body where OXPEG considers that the delegate has not followed OXPEG or Awarding Body guidelines.

Classroom based delegates are not permitted to use recording equipment.

### **Social Media Policy**

This policy deals with the use of all forms of social media, including but not limited to Facebook, LinkedIn, Twitter, Wikipedia, YouTube, Instagram, Pinterest, Google+ and all other social networking sites, and all other internet postings, including blogs etc. This also includes any functionality within OXCOM Learning that permits interactions with other OXPEG delegates.

Social media should never be used in a way that breaches any of OXPEG's policies. If a social media post would breach any of our rules or policies in any other forum, it will also breach them in the social media forum. For example, users are prohibited from using social media to:

- Breach our IT and communications systems policy;
- Breach any obligations relating to confidentiality or intellectual property;
- Breach any of our academic or disciplinary rules;
- Defame or disparage OXPEG or OXPEG tutors, lecturers, delegates, prospective delegates, the general public or other stakeholders;
- Breach our anti-harassment and bullying policies;
- Unlawfully discriminate against our delegates, staff or other third parties;
- Breach our data protection or privacy policies; specifically sharing of tutor feedback;
- Breach any other laws or standards.

### **Acceptable Use of OXCOM Learning Forums and Live Chat**

We want to create an open, caring and respectful community. To help us do this, each user agrees that their use of the community and their contributions must:

- Be accurate and genuinely believed;
- Avoid quoting out of context and include a credit for the original author as the source of material;
- Comply with all applicable domestic, foreign and international laws that govern the content of the contribution.

Users also agree that their use of the community and contributions will not:

- Infringe any intellectual property rights including copyright, design right, database right, patents, trade mark, moral or performer's right or any other third party right;
- Be likely to harass, upset, alarm or cause distress to any other person;
- Contain an instruction, advice, or content that could cause harm or injury to individuals or to computers or systems;
- Encourage anyone to commit any unlawful or criminal act or condone any unlawful or criminal act;
- Give the impression that the contribution emanates from OXPEG if this is not the case, or impersonate any person, or misrepresent your identity or affiliation with any person;

- Contain any advertising.
- We reserve the right to disclose a user’s identity to any third party who is claiming that any material posted or uploaded by a user to our site is defamatory of them, a violation of their intellectual property or other legal rights, or of their right to privacy, and if disclosure is required under any law, regulation, order of a court of competent jurisdiction or the rules of any governing or regulatory body.
- We will not be responsible, or liable to any third party, for the content or accuracy of any contributions.

### **Intellectual Property**

At all times, OXPEG and /or its licensors, remain the owner of the intellectual property in the study materials. No study materials or any part of them may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of OXPEG.

In consideration of receipt by OXPEG of the course fee, OXPEG grants to you a non-exclusive, non-transferable license to use the study materials strictly for your own educational purposes only.

Save as expressly set out in these terms, you may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way any of the study materials.

You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the online study materials or create derivative works based on the whole of or any part of the online study materials or incorporate the online study materials into any software program.

Use of the study materials not expressly permitted in these terms is strictly prohibited and will constitute an infringement of either OXPEG’s copyright or OXPEG’s other intellectual property rights, and / or the copyright or other intellectual property rights of OXPEG’s licensors.

### **Intellectual Property Rights (including copyright)**

The websites and all of the materials contained on or within them are protected by intellectual property rights. Materials and content include, but are not limited to, the design, layout, look, appearance, graphics and documents on the websites or in our courses or learning materials, as well as all other content on the websites such as (but not limited to) articles and other text, and other content of courses such as slides. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) subsisting in the design of, or materials on or within the Websites is either owned by us, licensed to us or we are entitled to use it. All such rights are reserved.

Except as provided below, you may not copy, modify, redistribute, republish or otherwise make use of the materials on or within the Websites, in our courses or our learning materials available to anyone else without OXPEG’s written permission (including, but not limited to “caching” any material and “mirroring” any material).

You may print or download materials from the Websites for your own personal and non-commercial use provided that:

- No materials are modified in any way
- No graphics are used separately from accompanying text
- Our copyright and trade mark notices appear in all copies; and
- You acknowledge the websites as the source of the material.

If you have our written permission to provide these materials to another person, you must ensure that they are made aware of these restrictions. You may be responsible to OXPEG for that person's non-compliance with these restrictions contained herein.

You may also permit your computer to make an electronically stored, transient copy of the content on or within the websites only for the purpose of viewing it while connected to the internet (but you may only make one copy of any such content).

In addition, you must not post any information which:

- Is or could be considered defamatory, derogatory or inappropriate with regards to OXPEG, OXPEG's customers or clients or any other person or organisation;
- Contains any confidential information about OXPEG or another person or organisation unless you have our permission or that of the other person or organisation (as applicable) to post such confidential information;
- Contains any offensive, obscene or criminal content or any other content which may cause embarrassment to OXPEG, OXPEG's customers or clients or any other person or organisation; and
- Contains any personal data about another person (posted without their consent) including, but not limited to (this list is not exhaustive) names, contact details and sensitive personal data (for example, information about an identified or identifiable individual's mental or physical health, racial or ethnic origin or religious or other beliefs).

We reserve the right to withdraw any such content and/or information without notice and at our sole discretion and to pursue any course of action against you available to us under applicable laws.

Where you publish any feedback, opinions or statements about or regarding OXPEG and/or any website(s) and/or any product(s) on any other social media channels (including, without limitation the pages on the Websites listed above, LinkedIn, Facebook or Twitter), you irrevocably consent to OXPEG using such feedback, opinions or statements in any marketing material of OXPEG in any media.

The views expressed by other users on the websites and social media channels do not represent our views or values.

### **CIM Courses**

When a full course is purchased, support is for a maximum of 3 years, commencing from the enrolment date onto OXCOM Learning. For delegates who opt to pay on a modular basis, support will be provided for one year per module from the enrolment date of each individual module.

Assessment re-submissions are subject to an additional tutor and administration support fee. Correspondingly, for delegates who have been supported through a plan or plan/draft and choose to defer the module, the additional tutor and admin support fee will also apply. Please refer to the assessment timetables for further information on additional costs by course qualification level. CIM Membership and Assessment Fees are paid by the delegate or their employer directly to the Awarding Body (CIM). In some cases, OXPEG will pay the CIM membership fee on behalf of the delegate. In these cases any refund will be for the course fee less the CIM membership fee.

If a delegate fails to give OXPEG written notice within 60 days of their intention to cancel or not attend a class, this will result in their classroom place being forfeited and OXPEG shall not be liable to compensate or reimburse the delegate in respect thereof in any manner whatsoever.

Upon successful completion of a CIM course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **CIPS Courses**

When a full course is purchased, support is for a maximum of 3 years, commencing from the enrolment date onto OXCOM Learning. For delegates who opt to pay on a modular basis, support will be provided for 6 months per module from the enrolment date of each individual module.

For delegates paying for the full course upfront, CIPS e-books and/or exams package can be selected and purchased upon application. OXPEG will then arrange the above on your behalf.

The course fees do not include the annual CIPS membership. CIPS membership is paid directly to CIPS. CIPS assessment fees can be paid directly to CIPS or OXPEG and depending on where the delegate is sitting their exam there may be extra local charges.

The college fees include one mock exam per unit. Delegates who are unsuccessful in their assessments and wish to submit another mock examination will be subject to an additional fee.

If a delegate fails to give OXPEG written notice within 60 days of their intention to cancel or not attend a class, this will result in their classroom place being forfeited and OXPEG shall

not be liable to compensate or reimburse the delegate in respect thereof in any manner whatsoever.

Upon successful completion of a CIPS course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **ISM Courses**

When a full course is purchased, support is for a maximum of 3 years, commencing from the enrolment date onto OXCOM Learning. For delegates who opt to pay on a modular basis, support will be provided for 6 months per module from the enrolment date of each individual module.

For all Institute of Sales Management (ISM) qualifications, delegates must pay the ISM Membership and ISM Learner Registration fee directly to OXPEG before the delegate can be enrolled on OXCOM Learning.

Delegates must fill in the forms attached to their enrolment email for OXPEG to process their ISM Membership and ISM Learner Registration. Once these forms have been sent to the named person at OXPEG, the delegate will be uploaded to the ISM for their ISM Membership and ISM Learner Registration.

ISM Membership is valid for 1 year and the ISM Learner Registration fee is valid for 2 years. Delegates are responsible to inform OXPEG of when these need renewing.

If a delegate withdraws from the course and requests a course fee refund (within the refund terms) and the ISM Membership and ISM Learner Registration fee has already been paid, this is non-refundable.

Upon successful completion of an ISM course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **OCN Courses**

All assessment fees and certificates are included in the course fees. A fee will apply for any replacement certificates.

### **CMI Courses**

When either the CMI Level 3 Diploma in Principles of Management and Leadership or the CMI Level 5 Diploma in Management and Leadership is purchased, support is provided for a maximum of 2 years, commencing from the enrolment date onto OXCOM Learning. For delegates who study either the award or certificate, support will instead be provided for 1 year. If the student opts for the level 5 diploma payment plan, 2 years of support will be given from the date the first instalment is paid.

For all CMI qualifications, membership fees and workbooks are paid for on the delegates behalf by the college. If studying an award or certificate, membership lasts one year while, if the student studies the diploma, membership extends to three. With regards to books, postage will be covered by the college unless the individual resides overseas. In this case, the delegate will need to pay for this fee themselves.

Once payment has been confirmed, the student will be enrolled onto Management Direct where they will be able commence with their study journey.

If a delegate withdraws from the course and requests a course fee refund (within the refund terms) and the CMI membership and workbook has already been paid by the college, this will be non-refundable.

Upon successful completion of a CMI course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **CIPD Courses**

When either the CIPD Level 3 Foundation Certificate, CIPD Level 5 Associate Diploma in Organisational Learning and Development or the CIPD Level 5 Associate Diploma in People Management is purchased, support is provided for a maximum of 2 years, commencing from the enrolment date onto OXCOM Learning.

For all CIPD qualifications, registration to CIPD is included. The course fees do not include CIPD membership. CIPD membership is a requirement and varies depending on when you join as a member; it is approximately £139. Please note CIPD Membership is directly payable to the CIPD. Once the College has registered you with the CIPD you will receive an email to register as a student member.

If a delegate withdraws from the course and requests a course fee refund (within the refund terms) and the CIPD registration has already been paid by the college, this will be non-refundable.

Upon successful completion of a CIPD course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **APM Courses**

#### **Fees and Payment**

OXPEG shall issue an invoice to, as appropriate, the delegate or client prior to the start of the course. Course fees are due on receipt of the invoice and payable on the earlier of thirty (30) days of the invoice date or fourteen (14) days prior to the course start date. If the course booking is made within fourteen (14) days of the course start date the payment is due and payable immediately and in any event prior to the course start date.

The delegate or client, as listed on the booking form, is responsible for the course fee.

All fees are exclusive of VAT which shall be added in accordance with the prevailing legislation.

OXPEG reserves the right to change the course fees at any time and without notice. OXPEG will not change the fees for any course booked where the associated fees are paid on time.

### **Cancellation, Rescheduling and Transfers**

A Client may cancel or reschedule any course, however OXPEG shall be entitled to payment from the Client in accordance with this clause. The Client agrees and recognises that the cancellation and rescheduling charges listed below are reasonable and take into account any staff time incurred, any registration/exam fees and other associated costs and also the loss of opportunity to OXPEG arising from the Client cancelling or rescheduling the course. The

charges shall be calculated as follows:

<b>Notice given by delegate</b>	<b>Cancellation Charge</b>	<b>Rescheduling Charge</b>
More than 60 days	Nil	Nil
30-60 days	25% of Course Fee	£100+vat
14-30 days	50% of Course Fee	50% of Course Fee
Less than 14 days	100% of Course Fee	100% of Course Fee

OXPEG reserves the right to cancel a course with seven (7) days' notice in writing if insufficient delegates have been booked onto it.

### **Substitutions**

Delegates may substitute an alternative attendee in their place at no charge provided that the new delegate meets the entry level requirements for the course and that the delegate passes on to them any OXPEG provided documentation and login details, including these booking terms and conditions. Where an external examination is to be undertaken at the end of the course substitutions may only be made with at least fourteen (14) days written notice.

### **Access to OXCOM Learning**

Your access to OXCOM Learning will be for 18 months or on successful completion of the qualification, whichever is the earlier date. Extensions may be agreed at OXPEG’s discretion on a case by case basis and may be subject to a renewal charge.

## **PRINCE2® and AgilePM Courses**

### **Fees and Payment**

OXPEG shall issue an invoice to, as appropriate, the delegate or client prior to the start of the course. Course fees are due on receipt of the invoice and payable on the earlier of thirty (30) days of the invoice date or fourteen (14) days prior to the course start date. If the course booking is made within fourteen (14) days of the course start date the payment is due and payable immediately and in any event prior to the course start date.

The delegate or client, as listed on the booking form, is responsible for the course fee.

All fees are exclusive of VAT which shall be added in accordance with the prevailing legislation.

The exam and eBook voucher will automatically be ordered on enrolment for distance learning students. Virtual and Face to Face students will have their exam and eBook voucher ordered once they have received their class details. An email will be sent out with the exam

voucher number, together with step-by-step candidate instructions on how to create an account with the Awarding Body.

The delegate will have one year from the date the voucher is purchased to sit their exam. Please note, once the voucher has been purchased, it is non-refundable.

OXPEG reserves the right to change the course fees at any time and without notice. OXPEG will not change the fees for any course booked where the associated fees are paid on time.

### **Cancellation, Rescheduling and Transfers**

A Client may cancel or reschedule any course, however OXPEG shall be entitled to payment from the Client in accordance with this clause. The Client agrees and recognises that the cancellation and rescheduling charges listed below are reasonable and take into account any staff time incurred, any registration/exam fees and other associated costs and also the loss of opportunity to OXPEG arising from the Client cancelling or rescheduling the course. The charges shall be calculated as follows:

<b>Notice given by delegate</b>	<b>Cancellation Charge</b>	<b>Rescheduling Charge</b>
More than 60 days	Nil	Nil
30-60 days	25% of Course Fee	£100+vat

14-30 days	50% of Course Fee	50% of Course Fee
Less than 14 days	100% of Course Fee	100% of Course Fee

OXPEG reserves the right to cancel a course with seven (7) days' notice in writing if insufficient delegates have been booked onto it.

### **Substitutions**

Delegates may substitute an alternative attendee in their place at no charge provided that the new delegate meets the entry level requirements for the course and that the delegate passes on to them any OXPEG provided documentation and login details, including these booking terms and conditions. Where an external examination is to be undertaken at the end of the course substitutions may only be made with at least fourteen (14) days written notice.

### **Access to OXCOM Learning**

Your access to OXCOM Learning will be for 12 months or on successful completion of the qualification, whichever is the earlier date. Extensions may be agreed at OXPEG's discretion on a case by case basis and may be subject to a renewal charge.

### **CIPR Courses**

#### **Fees**

Chartered Institute of Public Relations registration and assessment fees are in addition to our tuition fees and must be paid prior to enrolment . All CIPR fees are non refundable.

The following access durations apply to CIPR courses

CIPR Foundation Certificate: 1 year access and Support

CIPR Certificate: 2 years access and Support

CIPR Diploma: 2 years access and Support

CIPR Specialist Diploma's: 1 year access and Support

Upon successful completion of a CIPR course, an additional 6-months access to OXCOM Learning will be given to enable you to study any Project Management course (if applicable) and access any course resources. Further extensions may be agreed at OXPEG's discretion on a case-by-case basis and may be subject to a renewal charge.

### **One Day Workshop Courses**

## **Fees and Payment**

OXPEG shall issue an invoice to, as appropriate, the delegate or client prior to the start of the course. Course fees are due on receipt of the invoice and payable on the earlier of thirty (30) days of the invoice date or fourteen (14) days prior to the course start date. If the course booking is made within fourteen (14) days of the course start date the payment is due and payable immediately and in any event prior to the course start date.

The delegate or client, as listed on the booking form, is responsible for the course fee.

All fees are exclusive of VAT which shall be added in accordance with the prevailing legislation.

OXPEG reserves the right to change the course fees at any time and without notice. OXPEG will not change the fees for any course booked where the associated fees are paid on time.

## **Cancellation, Rescheduling and Transfers**

A Client may cancel or reschedule any course, however, OXPEG shall be entitled to payment from the Client in accordance with this clause. The Client agrees and recognises that the cancellation and rescheduling charges listed below are reasonable and take into account any staff time incurred, any registration/exam fees and other associated costs and also the loss of opportunity to OXPEG arising from the Client cancelling or rescheduling the course. The

charges shall be calculated as follows:

<b>Notice given by delegate</b>	<b>Cancellation Charge</b>	<b>Rescheduling Charge</b>
More than 60 days	Nil	Nil
30-60 days	25% of Course Fee	£100+vat
14-30 days	50% of Course Fee	50% of Course Fee
Less than 14 days	100% of Course Fee	100% of Course Fee

OXPEG reserves the right to cancel a course with seven (7) days notice in writing if insufficient delegates have been booked onto it.

## **Substitutions**

Delegates may substitute an alternative attendee in their place at no charge provided that the new delegate meets the entry level requirements for the course and that the delegate passes on to them any OXPEG provided documentation and login details, including these booking terms and conditions.

## **Coronavirus (COVID-19)**

The College will use its best endeavours during this epidemic to provide educational services. However, as this is an epidemic, it is beyond the control of the College and could neither have been foreseen or provided against, it is considered a force majeure. We will continue to provide the best student experience during this pandemic. If social distancing or other measures relating to COVID 19 prevents classroom learning, we will replace the classroom teaching with virtual online teaching. We will not provide refunds to those who have paid for classroom teaching if the pandemic prevents us from being able to fulfil our obligations.

### **Force Majeure**

Force Majeure is an exceptional circumstance which is beyond the College's control including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction including that of accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

In the event of a force majeure arising which prevents or delays the Colleges performance of any of its obligations under this agreement, there is no liability in respect of performance of such of its obligations as are prevented by the force majeure while it continues.