

Imperial College Business School, Executive Education Open Programmes – Terms and Conditions

1. Definitions

In these Terms and Conditions:

- “Business Day”** means a day on which banks are open for general business in London (other than a Saturday or Sunday);
- “Client”** means the entity responsible for the Programme Fee for the Participant who should be named as “the invoicee” on the Participant’s Sponsoring Executive Form. This will usually be the Participant’s employer unless he is self sponsored when it will be the Participant
- “Commencement Date”** means the date on which the Programme is due to commence;
- “Contract”** means the contract (of which these terms and conditions form part) made between the College and the Client in relation to the Participant’s place on the Programme;
- “Default Rate”** means the rate of 4 per cent per annum above the base rate for the time being of National Westminster Bank Plc
- “the Participant”** means the individual who has applied to participate on the Programme and the College has agreed to admit on the Programme;
- “the Programme”** means the programme at the College which the Participant is to attend;
- “Programme Fee”** means the fee payable by the Client to the College in relation to the Participant’s place on the Programme;
- “The College”** means **Imperial College of Science, Technology and Medicine** an incorporated body established by Royal Charter whose main office and address for service of legal documents is Faculty Building, Exhibition Road, South Kensington, London SW7 2AZ, UK
- “Session”** means an iteration of the Programme.

2. The Contract

- 2.1 These are the terms and conditions on which the College shall deliver the Programme onto which the College has admitted the Participant. The Contract does not relate to any accommodation, travel or any social activities which the Client and/or the Participant might arrange with the College in relation to the Programme; any such accommodation, travel or social activities will be subject to separate terms and conditions.
- 2.2 The Contract shall come into being when the College sends the Client confirmation that the Participant has been accepted onto the Programme.
- 2.3 This Contract constitutes the entire agreement between the Client and the College and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Client and the College, whether written or oral, relating to its subject matter, including in particular but not limited to other similar

information that may appear on the College's webpages.

3. Amendments to the Programme

- 3.1 The College will make all reasonable efforts to deliver the Programme as described in the brochure and on the College's website. However, the College must manage its resources efficiently and shall be entitled:
- (a) to alter the timetable, location, number of classes and method of delivery of the Programme; and
 - (b) to make reasonable variations to the content and syllabus of the Programme.
- 3.2 The College will make available to the Participant such learning support, IT and other facilities it considers appropriate, but may vary what it provides from time to time provided such variations are reasonable.

4. Fees

- 4.1 The Client will pay the Programme Fee within thirty (30) days of invoice date or three (3) weeks before the Commencement Date, whichever is earliest.
- 4.2 The Client will pay the Programme Fee in pounds sterling, US Dollars or Euros. If the Client pays the Programme Fee in US Dollars or Euros, the Client will ensure that a sufficient amount in US Dollars or Euros is sent to satisfy the Programme Fee and any relevant bank charges. No currency other than pounds sterling, US Dollars or Euros will be accepted.
- 4.3 If in accordance with any relevant foreign legislation, any income tax, value added tax, or any other tax, levy, duty, charge, assessment or fee of any nature is required to be or is deducted or withheld from any payment of the Programme Fee hereunder made by the Client under this Agreement, the amount of the fee payable by the Client hereunder shall be increased to an amount, which after making such deduction or withholding leaves an amount of the fee unchanged in comparison to the payment which would have been due if no such deduction or withholding had been required.
- 4.4 If the College accepts a Participant on the Programme, the College will send with the notification of acceptance and an invoice for the Programme Fee, payment for which should be received by the deadline specified in Clause 4.1. Details of how to pay the Programme Fee will be included in the invoice.

5. The Participant's Obligations

- 5.1 The Participant shall:
- (a) at all times behave with honesty and integrity and show courtesy, consideration and respect for others;
 - (b) prepare for the Programme as required by the College (e.g. completion of a 360 degree survey);
 - (c) attend all classes, lectures, tutorials, examinations and other activities which form part of the Programme (subject to absence for medical or other agreed reasons) and participate fully in group work where required;
 - (d) telephone the College's Executive Education Office if unable to attend any class, lecture, tutorial, examination or other activity forming part of the Programme because of sickness or injury;
 - (e) be adequately prepared for any activity that the Participant is required to undertake as part of the Programme outside the College;
 - (f) fully acknowledge the use of material referred to or copied from other sources and comply with the provisions of the Copyright, Designs and Patents Act 1988;
 - (g) abide by any special conditions relating to the Programme set out in the brochure or otherwise notified to the Participant by the College;

- (h) respect the confidentiality of all confidential information that the Participant acquires during the course of his/her participation in the Programme;
- (i) comply with all other relevant rules and regulations of the College, as amended from time to time.
- (j) consent to monitoring and recording of lectures and other teaching sessions by CCTV and other methods for the purpose of monitoring movements of Participants and the performance of staff.
- (k) consent to the College taking photos of or video participants while they participate in Programme activities, and using such photos or video footage for promotional purpose
- (l) not make any unauthorized visual and/or audio recordings of lecture and other learning and teaching activities by students participating in the Programme (and any such recordings may be destroyed).

5.2 The Client shall procure that the Participant complies with paragraph 5.1 above.

6. Transfer

- 6.1 The Client may transfer the Participant from the Programme scheduled to start on the Commencement Date to a later Session of the Programme or another Imperial College Business School Executive Education open programme taking place during the twelve (12) months after the Commencement Date (at nil cost) provided the Client notifies the College in writing of its wish to do so more than 42 days before the Commencement Date.
- 6.2 If written notice of transfer is received by the College 42 days or less before the Commencement Date the Client shall pay the College (in addition to the Programme Fee) a transfer fee which shall be a sum equal to a specified percentage of the Programme Fee, as follows:

Number of days between (a) the date on which the College receives written notification of the transfer; and (b) the	Transfer Fee
14 days or less	50% of Programme Fee
15 - 28 days	35% of Programme Fee
29 - 42 days	20% of Programme Fee

- 6.3 The Client may only do a transfer pursuant to this paragraph 6 if:
- (a) the Client has already paid the College the Programme Fee;
 - (b) there are unfilled places on the Session of the Programme or the programme to which the Participant wishes to transfer; and
 - (c) the Client confirms the alternative Session of the Programme or programme the Participant is to transfer to within two (2) weeks of when they request a transfer. Failure to make such a confirmation will result in the cancellation policy in this Contract applying.
- 6.4 The transfer fees referred to in paragraph 6.2 above must be paid on the Client's receipt of the College's invoice.
- 6.5 If the College increases the programme fee before the start of the Session of the Programme or the programme to which the Participant transfers, the Client will pay the College the amount of the increase before the Session of the Programme, or the programme to which the Participant transfers, commences.
- 6.6 If the Client transfers to a Session of Programme or a programme of a different price, the Client must pay the difference or the College will refund the difference as appropriate.
- 6.7 The Client may not make a transfer pursuant to this paragraph 6 more than once.

7. Substitution

- 7.1. Where the Client is not the Participant, the Client may request that the College accepts an alternative individual to attend the Programme not less than 14 days before the Commencement Date. The proposed substitute shall then be subject to the same selection process as the original candidate.

8. Interest

- 8.1. If the Client fails to pay any sum due under this Contract on the due date for payment, the College may charge interest at the Default Rate on the amount from time to time outstanding from the due date up to the date of actual payment, after as well as before judgment. The interest payable in respect of any calendar month (or any part thereof) shall be calculated by reference to the Default Rate on the last Business Day of that calendar month. Interest shall be compounded quarterly. Any interest payable by the Client pursuant to this clause shall be payable within five Business Days after the College's written demand.

9. Cancellation by the College

- 9.1 The College may cancel the Contract by giving the Client notice in writing not less than four (4) weeks before the Commencement Date. If the College cancels the Contract it shall refund any fees already paid by the Client in connection with the Programme. The College will not accept liability for any costs or losses incurred by the Client or the Participant which are claimed to have arisen through cancellation of the Programme and the Client and Participant are strongly advised to take out insurance against cancellation of the Programme if travel costs are likely to be substantial.
- 9.2 The College may cancel the Contract at any time if:
- (a) the Client fails to pay any sum owing to the College under this Contract or in connection with the Programme by the due date for payment;
 - (b) the Client commits a serious breach of this Contract);
 - (c) (in the event the Client is not the Participant) the Participant commits a serious breach of the terms accepted in their application form for a place on the Programme; or
 - (d) the Client or the Participant behaves in a manner that, in the opinion of the Dean of the Imperial College Business School, is prejudicial to the interests of the College.

10. Cancellation by the Client

- 10.1 The Client may cancel the Contract by giving the College written notice of cancellation at any time.
- 10.2 Where the Client is the Participant, the Client may cancel the Contract at no charge within fourteen days of the day the College has accepted the Participant onto the Programme, provided that the College receives the Client's cancellation before the start of the Programme.
- 10.3 The Client may cancel the Participant from the Programme, Subject to clause 10.2, at no cost, provided the Client notifies the College in writing of its wish to do so more than 42 days before the Commencement Date. Any fees already paid by the Client to the College shall be refunded by the College.
- 10.4 Subject to clause 10.2, if the College receives the Client's notification of cancellation of Contract 42 days or less before the Commencement Date, the Client shall be liable to pay the College a cancellation fee equal to a percentage of the Programme Fee as set out in the table below ("**Cancellation Fee**");

- 10.5 To cancel a place, the Client should notify the College in writing, by emailing the College's Programme contact as provided on the College's Programme webpage.

Number of days between (a) the date on which the College receives written notification of the cancellation from the Client; and (b) the Commencement Date	Cancellation Fee payable by the Client
14 days or less	100% of Programme Fee
15 - 28 days	50% of Programme Fee
29 - 42 days	25% of Programme Fee

- 10.6 There shall be no refund of the Programme Fee if the Participant withdraws from the Programme at any stage after the Commencement Date. A candidate may not transfer his/her application between modules.

11. Effect of Cancellation

- 11.1 When either party cancels the Contract:
- (a) the College shall be entitled to require the Participant to stop studying on the Programme and to leave the College's premises immediately; and
 - (b) the Participant shall immediately return to the College the identification/swipe card issued to the Participant on enrolment and all other property in the Participant's possession, custody or control that belongs to the College.
- 11.2. The Client shall procure that the Participant complies with this paragraph 11.

12. Force Majeure

- 12.1 The College may cancel the Programme at any stage due to causes beyond its reasonable control. Such events shall include, but not be limited to fire, flood, industrial disputes, civil disturbance, acts of terrorism acts of government (including any sanctions or restrictions of the UK, EU, US or any other government which may prevent or restrict the College from providing any services or make it unlawful for the College to provide any services or cause (in the College's sole opinion) the provision of such services to be prejudicial to the business interests of the College) and acts of God. In such instances the College will promptly notify the Client and the Participant. The College will then work towards rescheduling the Participant's attendance so that they may attend the next possible Session of the Programme.
- 12.2 The Client shall procure that the Participant complies with this paragraph 12.

13. Disclaimer

- 13.1 The College cannot accept responsibility and expressly excludes liability for any loss or damage to the Client's property or the Participant's property that occurs whilst the Participant is on the Programme. The Participant should take particular care not to leave mobile phones or laptops unattended at any time.

14. Governing Law and Jurisdiction

- 14.1 The Contract will be governed by English law and the parties submit for all purposes connected with the Contract to the exclusive jurisdiction of the English Courts.
- 14.2. The College and the Client agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

15. Notices

- 15.1 Any demand or notice to be served upon the Client may be served upon the Client by hand or sent by pre-paid first class post to the address stated on the application form or in the event the Client is not the Participant the Sponsoring Executive Form . Any demand or notice to be served upon the College shall be delivered by hand or sent by pre-paid first class post to the Executive Education Office at the College. Any demand or notice delivered by hand shall be deemed to have been received at the time the notice is left at the proper address . Any demand or notice sent by pre-paid first-class post or other next working day delivery service shall be deemed to have been received at the opening of business on the second Business Day following the day on which it was posted, unless sent by international mail in which it event it shall be deemed to have been received at the opening of business on the third Business Day following the day on which it was posted.
- 15.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. Data Protection

- 16.1 The Client and the Participant acknowledge that the College is registered as a data controller under the Data Protection Act 1998 and agree that personal data about the Client and the Participant (“Personal Data”) may be processed by the College for the following purposes: participant and alumni administration, education services, accounting, record-keeping, directory publication, fundraising, marketing, databank administration, health and safety and any other reasonable purpose relating to the College’s relationship with its participants and alumni.

17. Visas

- 17.1 Participants are responsible for ensuring they allow sufficient time for visa applications to avoid being subject to the Transfer and Cancellation policy.
- 17.2 Participants should only apply for a “Student Visitor Visa.” All queries relating to the application should be directed to the local British embassy.
- 17.3 Once a Participant has accepted these terms and conditions they may request a formal invitation letter from the College’s Executive Education team in support of their visa application. This letter will not be amended from the College’s standard template.
- 17.4 Participants shall comply with all United Kingdom entry and visa requirements.
- 17.5 The Client shall procure that the Participant complies with this paragraph 17.