

Terms & Conditions for Client Organisations to Open Enrolment Programmes

1 Important information about this contract

- 1.1 This contract is made between you and JBS Executive Education Limited.
- 1.2 Open Enrolment Programmes at the Cambridge Judge Business School are provided by JBS Executive Education Limited whose address is at Trumpington Street, Cambridge, CB2 1AG.

Tel: +44 (0)1223 339700

Email: executive.education@jbs.cam.ac.uk

The main features of our Open Enrolment Programmes can be found on our website at www.jbs.cam.ac.uk/execed/open-programmes and are also contained in our Open Enrolment Programmes brochure which is available to download online via our website.

The duration and delivery dates of each programme are published on our website. Programmes take place at selected venues throughout Cambridge or as otherwise stated according to the requirements of the programme or are delivered online.

- 1.3 By submitting a completed application form you acknowledge that you agree to the terms and conditions set out below. You also agree to comply with any special conditions which may be notified to you in writing before this contract commences. "In writing" shall mean by way of letter or email.

If at any time you have concerns about the programme delivery under this contract, please notify us in writing as soon as possible and in accordance with our Open Enrolment Programmes Complaints Policy set out at www.jbs.cam.ac.uk/fileadmin/user_upload/execed/downloads/complaints-policy-v1.pdf

2 Commencement and duration of your contract with us

- 2.1 For any of the Cambridge Judge Business School Certificates of Achievement your contract with us commences on the date of the email we send to you confirming the applicant's acceptance onto the first programme they attend and concludes upon completion of the final programme provided that such final programme is completed within two (2) years of the start date of the first programme the applicant attends otherwise this contract will conclude two (2) years after the start date of the first programme the applicant attends and provided always that payment of the fee has been made by you and received by us.

For all other Open Enrolment Programmes your contract commences on the date of the email we send to you confirming that we accept the applicant's registration and concludes on completion of the programme and provided always that payment of the fee has been made by you and received by us.

3 Admissions criteria

3.1 We assess applicants on their suitability to participate in the programme.

4 Payment of fees

4.1 Payment of the programme fee is due thirty (30) days from the date of our invoice. If payment has not been received within this time period there is no right to participate in the programme. Where an application is submitted less than six (6) weeks before the start of a programme, the programme fee is due and payable seven (7) days from the date of our invoice. Any cancellation or transfer fee is due and payable seven (7) days from the date of our invoice.

4.2 Applicants may pay by credit card, cheque or bank transfer.

4.3 The fee is exclusive of VAT which, where applicable, will be added at the prevailing rate at the date of invoice and exclusive of any other taxes, charges or levies which may be imposed by law.

It may be possible to pay the fee for the Cambridge Judge Business School Certificates of Achievement only in instalments. Please speak to a member of our admissions team to discuss via email (executive.education@jbs.cam.ac.uk) or by phone (tel: +44 (0)1223 339700).

5 Language and visa requirements

5.1 The primary language used on our programmes is English and our programmes may involve a considerable amount of 'business' vocabulary and reference to technical subjects, as well as group discussion and interaction. To achieve the greatest benefit from our programmes, and to be able to participate fully, applicants are expected to have a good command of both written and spoken English.

5.2 You are responsible for checking an applicant's visa requirements and ensuring that their visa application is submitted in sufficient time to avoid incurring transfer or cancellation fees.

5.3 Only upon receipt by us of payment of the full fee will requests for visa invitation letters be actioned by our admissions team. Visa invitation letters are issued in the name of your named applicant only and in our standard format.

6 Your obligations to us

6.1 Applicants are required to show respect and courtesy to fellow participants, faculty and staff. Where programmes provide online access, applicants will be asked to sign to the Conditions of Use and Code of Conduct of our Virtual Learning Environment (VLE) upon registration.

6.2 The applicant is required to comply with all ownership, copyright and related rights in any programme materials or other information provided to the applicant, and to keep all such information confidential where it is not already in the public domain. In addition, you or the applicant will not use the Cambridge Judge Business School or University of Cambridge logos or trade mark, or take video or audio recordings of the programmes. Applicants may take photographs for their own personal use.

6.3 Applicants are required to prepare thoroughly for a programme and any of its activities and to attend all timetabled sessions, whether face-to-face or online, on time and for the complete duration of the programme. For programmes which are supported or fully delivered online applicants are required to have suitable technology to enable participation in such programmes.

6.4 You are required to pay all personal accounts and expenditure incurred during the programme

(e.g. extra meals, drinks, taxis, newspapers) no later than the end of the programme.

7 Our obligations to you

- 7.1 We will endeavour to deliver the programme as published on our website www.jbs.cam.ac.uk/execed/open-programmes, but we are continually improving and developing our programmes and facilities and it may be necessary to alter some characteristics of the programme including but not limited to the timetable, faculty, content, format, delivery and location. Any such alteration and the reasons for such alteration will be notified to you in writing as soon as possible.

8 Transfers to a later programme

- 8.1 Applicants may transfer to a later session of the same programme or a different programme (provided that applicants fulfil the admissions criteria for that programme and you pay any difference in the fee applicable) subject to availability and provided the programme is completed within twelve (12) months of the original programme booked. In order to request a transfer, you must send a written request at least twenty-eight (28) days prior to the start date of the original programme to avoid paying a transfer fee.
- 8.2 If a written request to transfer is received twenty-seven (27) days or less before the start date of the original programme and there is availability a transfer fee will be payable as follows:

For residential programmes	15% of the original programme fee
Non-residential and online programmes	10% of the original programme fee

9 Cancellation

- 9.1 If you wish to cancel an applicant's place on a residential programme (where accommodation is included as part of the programme fee) eight (8) weeks or less before the start of the programme, you must request this in writing and the following cancellation charges will apply:

8 weeks or less but more than 6 weeks before a programme	25% of the programme fee
6 weeks or less but more than 2 weeks before a programme	50% of the programme fee
2 weeks or less before a programme	100% of the programme fee
If no formal cancellation is made but the applicant fails to attend or withdraws following the commencement of the programme	100% of the programme fee

If you wish to cancel an applicant's place on a non-residential or online programme six (6) weeks or less before the start of the programme, you must request this in writing and the following cancellation charges will apply:

6 weeks or less but more than 4 weeks before a programme	10% of the programme fee
4 weeks or less but more than 2 weeks before a programme	25% of the programme fee
2 weeks or less before a programme	50% of the programme fee

If no formal cancellation is made but the applicant fails to attend or withdraws following the commencement of the programme	100% of the programme fee
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9.2 In some circumstances it may be necessary for us to cancel a published programme. We will try and give applicants as much notice as possible and, excluding exceptional circumstances, this would not be less than fourteen (14) days before the start of the programme. In the event we do cancel a programme we will refund any fees paid but we do not accept any other liability incurred by applicants in connection with the cancellation. Where possible we will endeavour to transfer applicants to an alternative programme. This is subject to alternative programme availability, the applicant meeting the relevant admissions criteria and payment of any difference in fees that may be applicable.

9.3 An applicant's application or place on a programme may be cancelled by us at any time at our discretion if an applicant is in breach of any of these terms and conditions.

10 Confidentiality

10.1 We keep all information about an applicant's progress on a programme confidential and do not share this information with any third party including you.

11 Data protection

11.1 You acknowledge that JBS Executive Education Limited will need to process all personal data about applicants for programme preparation and delivery, internal market research, participant and alumni administration, accounting, record-keeping, health and safety and any other reasonable purpose relating to our relationship with applicants and alumni.

11.2 We would like to be able to contact applicants with information about our products and services and ask for confirmation on the application form. Please ensure that in the event the application form is not completed by the applicant confirmation has been obtained from them. We will not pass on these details to third parties. Please note however that we will email applicants the closing communications which we routinely send out at the end of a programme.

11.3 We may take photographs or film during the programme. We may use these images for marketing and publicity purposes to promote our products and services in our publications, on our website, in social media or in any third-party publication (such as Cambridge Network or IEDP). If applicants do not wish to be photographed or filmed for this purpose, we ask that they contact a member of staff on the day.

12 Disabled access

12.1 For information which may be of assistance to any prospective applicants with disabilities please visit www.jbs.cam.ac.uk/contact/access-for-people-with-disabilities.

For further information about access to programme venues (which may include traditional Cambridge colleges), please do not hesitate to contact a member of our admissions team via executive.education@jbs.cam.ac.uk.

13 Notices

13.1 Any notice required in accordance with these terms and conditions shall be deemed to have been duly given if sent by (i) signed for and/or guaranteed special delivery post or (ii) email to the other party's last known place of business or residence (as applicable). If the notice is sent by

post it shall be effective three (3) business days after posting and if sent by email, it shall be effective at the time the email is shown as sent providing no report of non-delivery is issued and a copy of the notice is confirmed by one of the other means of service referred to above.

14 Disclaimer

- 14.1 We do not accept responsibility and expressly exclude liability for any loss or damage to applicants' property that occurs whilst they are on a programme. They are advised to take particular care not to leave mobile telephones, tablets, laptop computers or any other valuables unattended at any time.

15 Law and jurisdiction

- 15.1 This agreement is subject to English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.