

## **Terms & Conditions for Individual Applicants to Open Enrolment Programmes**

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### 1 Important information about this contract

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- 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](mailto: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](http://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](http://www.jbs.cam.ac.uk/fileadmin/user_upload/execed/downloads/complaints-policy-v1.pdf)

### 2 Commencement and duration of your contract with us

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- 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 your acceptance onto the first programme you 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 you attend otherwise this contract will conclude two (2) years after the start date of the first programme you attend 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 your 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

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- 3.1 We assess applicants on their suitability to participate in the programme, looking at their professional profiles to ensure that each makes the most of the learning experience offered by the programme. We reserve the right to reject an application or to suggest another programme to a prospective participant, for example if a programme is full or if the applicant does not fulfil the requirements or have the right profile for the programme. In this event we will contact you to suggest alternative programmes that may be suitable or relevant to you.

### 4 Payment of fees

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- 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](mailto:executive.education@jbs.cam.ac.uk)) or by phone (tel: +44 (0)1223 339700).

### 5 Language and visa requirements

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- 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 your individual visa requirements and ensuring that your 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 to you only and in our standard format.

### 6 Your obligations to us

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- 6.1 You are required to show respect and courtesy to your fellow participants, faculty and staff. Where programmes provide online access, you will be asked to sign to the Conditions of Use and Code of Conduct of our Virtual Learning Environment (VLE) upon registration.
- 6.2 You are required to comply with all ownership, copyright and related rights in any programme materials or other information provided to you, and to keep all such information confidential where it is not already in the public domain. In addition, you 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. You may take photographs for your own personal use.
- 6.3 You 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 you 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

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- 7.1 We will endeavour to deliver the programme as published on our website [www.jbs.cam.ac.uk/execed/open-programmes](http://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

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- 8.1 You may transfer to a later session of the same programme or a different programme (provided that you fulfil the admissions criteria for that programme and 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

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- 9.1 You have the right to cancel this contract within fourteen (14) days after the day this contract commences – see condition 2 above for the date this contract commences (the “Initial Cancellation Period”). After this Initial Cancellation Period the general cancellation provisions set out in Condition 9.5 below will apply.
- 9.2 To exercise the right to cancel you must inform us before the end of the Initial Cancellation Period at JBS Executive Education Limited, Trumpington Street, Cambridge, CB2 1AG (telephone: +44 (0)1223 339700, email: [executive.education@jbs.cam.ac.uk](mailto:executive.education@jbs.cam.ac.uk)) of your decision to cancel this contract by way of a clear statement (e.g. a letter sent by post or email). You may use the [downloadable model cancellation form](#) (pdf, 51KB), but it is not obligatory. Alternatively, you may fill in and submit the [online model cancellation form](#). We will acknowledge receipt of your cancellation in writing and usually by email without delay.
- 9.3 If you cancel this contract within the Initial Cancellation Period and provided you have not requested us to commence the provision of the programme within the Initial Cancellation Period, (see 9.4 below) we will reimburse all payments received from you using the same means of payment as you used for your payment.

We will make reimbursement without undue delay and in any event not later than fourteen (14)

days after the date on which you inform us you are cancelling this contract.

- 9.4 If you require us to commence the delivery of a programme to you during the Initial Cancellation Period, you must make an express request to us to do so in writing, e.g. by email. If after such express request you decide to cancel this contract, you will be required to pay us an amount which is, compared to the total fee, a fair proportion of that total fee for the part of the programme delivered to you by us as at the date you cancel this contract.

There is no right to cancel if the programme has been fully delivered to you following an express request by you to start delivery of the programme within the cancellation period.

- 9.5 The following provisions apply AFTER the expiry of the Initial Cancellation Period but will not apply if you have made an express request to start delivery early under 9.4:

If you wish to cancel a place on a residential programme (where accommodation is included as part of the programme fee) six (6) weeks or less before the start of the programme (**no fee is payable if you cancel more than six (6) weeks before the start date of the programme**), you must inform us in writing. The following cancellation charges will apply and be payable by you on the date you cancel:

6 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 you fail to attend without informing us as above or withdraw following the commencement of the programme	100% of the programme fee

If you wish to cancel a place on a non-residential or online programme four (4) weeks or less before the start of the programme (**no fee is payable if you cancel more than four (4) weeks before the start date of the programme**) you must inform us in writing.

The following cancellation charges will apply and be payable by you on the date you cancel:

4 weeks or less	10% of the programme fee
If you fail to attend without informing us as above or withdraw following the commencement of the programme	100% of the programme fee

- 9.6 In the unlikely event that sufficient faculty are not available or where there are insufficient applicants to ensure a rewarding and beneficial experience for all participants, we may decide to cancel the programme. If this occurs we will give you as much written notice by email as possible and, excluding exceptional circumstances, this would not be less than fourteen (14) days before the start date of the programme. If we do cancel the programme we will reimburse any fees paid to us by you without delay. Where possible and provided you fulfil the admissions criteria and pay any difference in the fee applicable, we may suggest an alternative programme. If you accept a place offered by us on an alternative programme you will be required to enter into a new contract with us.

## 10 Confidentiality

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- 10.1 We keep all information about your progress on a programme confidential and do not share this information with any third party.

## 11 Data protection

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- 11.1 You acknowledge that JBS Executive Education Limited will need to process your personal data 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 you.
- 11.2 We would like to be able to contact you with information about our products and services and ask that you indicate this on the application form. We will not pass on your details to third parties. Please note however that we will email you 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 you do not wish to be photographed or filmed for this purpose, please contact a member of staff on the day.

## 12 Disabled access

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- 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](http://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](mailto:executive.education@jbs.cam.ac.uk).

## 13 Notices

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- 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

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

## 15 Law and jurisdiction

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