

Terms & Conditions for Applicants to Open Enrolment Programmes

1. This contract is made between you and JBS Executive Education Limited (JBSEEL), a wholly owned subsidiary of the University of Cambridge, whose principal place of business is at Trumpington Street, Cambridge CB2 1AG.
2. Open Enrolment Programmes ("Programmes") at the Cambridge Judge Business School are provided by JBS Executive Education Limited ("JBSEEL"):

Tel: +44(0)1223 339700
Email: executive.education@jbs.cam.ac.uk
3. The main features of our Open Enrolment Programmes can be found on our website at www.jbs.cam.ac.uk/executive-education/open-programmes and are also contained in our Open Enrolment Programme brochure which is available to download online via our website.
4. 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 Live Online.
5. By submitting a completed application form you acknowledge that you accept and 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.
6. 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 <https://www.jbs.cam.ac.uk/wp-content/uploads/2023/01/execed-complaints-policy-v3.pdf>

Commencement and duration of your contract with us

7. For any Cambridge Judge Business School Certificate of Achievement, your contract with us commences on the date of the email we send confirming your acceptance onto the first programme you attend. It concludes on completion of the final programme, provided that the final programme is completed within two (2) years of the start date of the first programme you attend; otherwise, it concludes two (2) years after that start date.
8. 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.

Admissions criteria

9. 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. We may also reject your application or cancel your place if you appear on an applicable sanctions or restricted party list, or if accepting your application would breach applicable law or compliance requirements.

Programme Fees and Payment

10. The full programme fee covers the core provision of the relevant programme. Where a programme includes a residential component and this is stated as part of the programme fee, a reservation fee may apply. The fees shall be paid as follows:

For residential programmes	Reservation Fees: The reservation fee applicable shall be payable upon acceptance of these Terms and Conditions in terms of clause 5. Balance of Programme Fees: The balance of the programme fee shall be payable under clauses 12 to 14.
Non-residential and Live Online programmes	The programme fee shall be payable under clauses 12 to 14.

NB: Please familiarise yourself with the applicable programme fees for the relevant programme.

11. Subject to clauses 31 to 36, any reservation fee applicable to a residential programme is not refundable and reflects costs irrecoverable to JBSEEL.
12. Where an application is submitted eight (8) weeks or more before the start of the programme, the full programme fee is due thirty (30) days from the date of our invoice.
13. Where an application is submitted less than eight (8) weeks but at least two (2) weeks before the start of a programme, the full programme fee is due and payable seven (7) days from the date of our invoice.
14. Where an application is submitted less than two (2) weeks before the start of a programme, the full programme fee is immediately due and payable.
15. You may not commence or attend the programme, access any virtual learning environment or programme materials, or receive any programme services until the full programme fee and any applicable reservation fee have been received by JBSEEL in cleared funds. If full payment has not been received by the programme start date, JBSEEL may suspend or cancel your place and the applicable cancellation charges will remain payable.
16. Any cancellation or transfer fee (as stated at clauses 30, 38, 39) is due and payable seven (7) days from the date of our invoice.

17. You may pay the programme fee (and where applicable the reservation fee) by debit card, credit card or bank transfer. You are responsible for ensuring that all programme fees are paid in full when due. Where an employer or other third party has agreed to pay the fees on your behalf, you remain responsible for payment until JBSEEL has received the fees in full and in cleared funds.
18. The programme 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.
19. It may be possible to pay the fee for the Cambridge Judge Business School Certificates of Achievement in instalments. Unless JBSEEL expressly agrees otherwise in writing, all instalments must be paid in full before you attend the first programme or access any programme materials. Please speak to a member of our admissions team to discuss this by email at executive.education@jbs.cam.ac.uk or by telephone on +44 (0)1223 339700.

Language

20. 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.

Visa Requirements

21. 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.
22. Only upon receipt by us of payment of the full programme fee (and where applicable the reservation 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.

Your obligations to us

23. You are required to show respect and courtesy to your fellow participants, faculty and staff. Where programmes provide Live Online access, you will be required to agree to the Conditions of Use and Code of Conduct of our Virtual Learning Environment (VLE) upon registration.
24. 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 JBSEEL, Cambridge Judge Business School or University of Cambridge logos or trade marks, or take video or audio recordings of the programmes. You may take photographs of programme material solely for your own personal educational use.
25. You must not use AI tools, including generative AI, AI assistants, notetakers, transcription, translation or summarisation tools, bots and AI-enabled features, in connection with a programme, or upload programme materials, recordings, transcripts, participant contributions, confidential information or personal data to them, except where permitted by JBSEEL or the programme team. Where JBSEEL provides or authorises AI tools, you must use them only as directed. Your inputs and outputs may be visible to faculty, instructors and programme administrators. You must not enter confidential information, personal data that is not necessary, special category data or other sensitive information. AI outputs may be inaccurate and should be independently verified. You must comply with applicable third-

party terms, policies and usage restrictions, access AI tools only from supported countries, and use them only in compliance with applicable laws.

26. 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 Live Online, on time and for the complete duration of the programme. For programmes which are supported or fully delivered Live Online, you are required to have suitable technology to enable participation.
27. You are required to pay all personal expenses incurred during the programme (e.g. extra meals, drinks, taxis, newspapers) no later than the end of the programme.

Our obligations to you

28. We will endeavour to deliver the programme as published on our website at www.jbs.cam.ac.uk/executive-education/open-programmes. 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 it will be notified to you in writing as soon as possible.

Transfers to a later programme

29. You may request a transfer to a later session of the same programme or to a different programme. Any transfer is at JBSEEL's discretion, cannot be guaranteed, is subject to availability and, where applicable, the admissions criteria for the alternative programme and payment of any difference in the fee, and must normally result in the programme being completed within twelve (12) months of the original programme booked. To avoid a transfer fee, your written request must be received at least twenty-eight (28) days before the start date of the original programme.
30. If a written transfer request is received twenty-seven (27) days or less before the start date of the original programme and JBSEEL agrees to the transfer, the following transfer fee will be payable:

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

Cancellation

Cancellation within the Statutory Cancellation Period

31. You may cancel this contract during the period ending fourteen (14) calendar days after the day on which this contract commences under clause 7 or 8, as applicable (the "Initial Cancellation Period"). Subject to clauses 35 and 36, if you cancel within the Initial Cancellation Period you are entitled to a full refund of the programme fees paid. Where programme fees have been paid by an employer or other third party, any refund will normally be made to the original payer using the original payment method.
32. 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) of your

decision to cancel this contract by a clear statement (for example, 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 complete and submit the online model cancellation form. We will acknowledge receipt of your cancellation in writing, usually by email, without delay.

33. If you cancel this contract within the Initial Cancellation Period and you have not expressly requested us to commence provision of the programme within that period, we will reimburse all payments received from you using the same means of payment as you used for your payment.
34. 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 that you are cancelling this contract.
35. If you expressly request us to begin delivery of the programme during the Initial Cancellation Period, including by giving you access to programme materials through our Live Online course spaces or virtual learning environment, and you then cancel before the Initial Cancellation Period expires, you must pay us an amount proportionate to the part of the programme supplied up to the time you inform us of your decision to cancel. You retain the right to cancel during the Initial Cancellation Period unless the programme has been fully performed in accordance with clause 36.
36. You will lose the right to cancel during the Initial Cancellation Period if the programme has been fully performed after you expressly requested that delivery begin during that period and you acknowledged that you would lose the right to cancel once the programme had been fully performed.

Refunds outside the Statutory Cancellation Period

37. The following provisions apply after expiry of the Initial Cancellation Period. If delivery of the programme has already commenced, the applicable cancellation provisions below include a 100% cancellation charge for withdrawal after commencement. If you cancel more than eight (8) weeks before the start of the programme, no cancellation charge under clauses 38 or 39 applies; any applicable reservation fee remains subject to clause 11.
38. If you wish to cancel your 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. The following cancellation charges will apply in addition to any non-refundable reservation fee:

Timing of cancellation	Cancellation charge
8 weeks or less but more than 6 weeks before the programme	25% of the programme fee
6 weeks or less but more than 2 weeks before the programme	50% of the programme fee
2 weeks or less before the programme	100% of the programme fee
No formal cancellation; failure to attend; or withdrawal after the programme has commenced	100% of the programme fee

39. If you wish to cancel your place on a non-residential or Live Online programme eight (8) weeks or less before the start of the programme, you must request this in writing. The

following cancellation charges will apply:

Timing of cancellation	Cancellation charge
8 weeks or less but more than 6 weeks before the programme	10% of the programme fee
6 weeks or less but more than 2 weeks before the programme	25% of the programme fee
2 weeks or less before the programme	50% of the programme fee
No formal cancellation; failure to attend; or withdrawal after the programme has commenced	100% of the programme fee

Cancellation by JBSEEL

40. 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.

Behaviour

41. Every participant is responsible for their own behaviour and must act in a manner that demonstrates self-discipline and a sense of responsibility. Participants are expected to:
- recognise that poor standards of behaviour will not be accepted;
 - co-operate with JBSEEL staff, peers and external stakeholders;
 - show courtesy and respect at all times towards others; and
 - accept responsibility for their own actions.
42. JBSEEL reserves the right to unenrol a participant from their programme without refund of paid fees, as deemed by JBSEEL, if they exhibit any inappropriate behaviour towards any member of staff or other participants, external stakeholders and partners including, but not limited to, external venues, tour guides or hotels.
43. Inappropriate behaviour includes, but is not limited to:
- bad language, whether verbal or written;
 - threats by email, in writing, by telephone or in person;
 - bullying behaviour, including physical, verbal or written behaviour;
 - discrimination or mistreatment due to disability, gender, race, age or ability;
 - aggressive or angry communication, whether physical, verbal or written;
 - sexual misconduct; and
 - giving false information about, against, or towards JBSEEL and/or its associated

bodies, programme participants, staff or external stakeholders.

Certificates of attendance or completion

44. Certificates of attendance, completion or participation, where offered for a programme, are issued at JBSEEL's reasonable discretion. JBSEEL may withhold, correct or withdraw a certificate if you have not satisfactorily attended or participated in the programme, completed required activities, complied with these Terms and Conditions or programme instructions, or if a certificate was issued in error. A certificate confirms attendance and participation only and is not an academic award, degree, diploma, credit-bearing qualification, professional accreditation, University membership or alumni status unless expressly stated otherwise.

Confidentiality

45. We will keep information about your progress on a programme confidential, except where sharing is permitted under these Terms and Conditions or our privacy notice, where you have agreed to the sharing, or where disclosure is required by law.

Data protection

46. You acknowledge that JBSEEL 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. Where an employer or other third party is paying for or arranging your participation, we may share with them personal data reasonably necessary to administer your booking and payment, together with information about your attendance and certificate status. You may ask us not to share information about your attendance or certificate status by notifying us at executive.education@jbs.cam.ac.uk before the programme begins. This will not prevent us from sharing information necessary to administer your booking or payment, or where sharing is required by law. We will not ordinarily share detailed feedback, assessment information or the content of your contributions without your consent.
47. We would like to contact you with information about our products and services for marketing purposes and ask that you indicate your preferences on the application form. We will send you routine programme-related communications, including closing communications, regardless of your marketing preferences. We do not sell your information. We may share your information with third parties where necessary for programme delivery and administration, alumni administration, call-handling support, payment and booking administration, or where required by law, in accordance with our privacy notice.
48. 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.
49. JBSEEL may record, livestream, caption or transcribe programme sessions for programme delivery, accessibility, participant learning, quality assurance, administration or complaints handling. JBSEEL will notify you where reasonably practicable and will handle recordings, captions and transcripts in accordance with applicable privacy notices and data protection obligations. You must not download, copy, share, publish, record, transcribe, summarise,

upload to AI tools or otherwise distribute them without JBSEEL's prior written consent. Recordings, captions and transcripts made for these purposes will not be used for marketing unless separately notified and any required consent or lawful basis has been obtained.

Force Majeure

50. A "Force Majeure Event" means any circumstances not within a Party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or any action taken by government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
 - (f) collapse of buildings, fire, explosion or accident;
 - (g) any labour or trade disputes, strikes, industrial action or lockouts; and
 - (h) interruption or failure of utility service.
51. If either Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, that Party shall not be in breach of these Terms and Conditions or otherwise liable for that failure or delay, and the time for performance of the affected obligations shall be extended accordingly.
52. The affected Party shall, as soon as reasonably practicable after the start of the Force Majeure Event and no later than ten (10) days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and its effect on the affected Party's ability to perform its obligations under these Terms and Conditions.
53. Both Parties shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of their obligations.
54. If the Force Majeure Event prevents, hinders or delays a Party's performance of its obligations for a continuous period of more than eight (8) weeks, the Party not affected by the Force Majeure Event may terminate the Agreement by giving four (4) weeks' written notice to the affected Party.
55. If a Force Majeure Event continues for a period of more than three (3) months without the Parties being able to develop an alternative satisfactory arrangement, either Party may immediately terminate this Agreement.

Disabled access

56. For information which may be of assistance to prospective applicants with disabilities, please visit <https://www.jbs.cam.ac.uk/about/contact/access-for-people-with-disabilities/>
57. 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.

Notices

58. 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. If sent by email, it shall be effective at the time the email is shown as sent, provided 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.

Disclaimer

59. 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 are advised to take particular care not to leave your mobile telephones, tablets, laptop computers or any other valuables unattended at any time.

Law and jurisdiction

60. This agreement is subject to English law, and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.