

Open Executive Education Programme

Terms and Conditions

1. Definitions

In these Terms and Conditions:

- a. **"Business Day"** means a day on which banks are open for general business in London (other than a Saturday or Sunday);
- b. **"Client"** means the entity responsible for the Programme Fee for the Participant who should be named as "the invoice" on the Participant's application form. This will usually be the Participant's employer unless he is self-sponsored when it will be the Participant;
- c. **"Commencement Date"** means the date on which the Programme is due to commence;
- d. **"Contract"** means the contract (of which these Terms and Conditions form part) made between the School and the Client in relation to the Participant's participation on the Programme;
- e. **"Default Rate"** means an annual rate of seven per cent (7%) above the base rate from time to time of HSBC Bank plc;
- f. **"the Participant"** means the individual who has applied to participate on the Programme and the School has agreed to admit on the Programme;
- g. **"the Programme"** means the programme at the School which the Participant is to attend;
- h. **"Programme Fee"** means the fee payable by the Client to the School in relation to the Participant's participation on the Programme;
- i. **"Restricted Individual"** means any person who:
 - I. appears on the Consolidated List of Financial Sanctions Targets in the UK which is published from time to time by the UK Government on its website at www.gov.uk;
 - II. appears on the Sanctions List which is published from time

to time by the US Treasury Office of Foreign Assets Control;
or

III. is otherwise subject to any sanctions or restrictions imposed by any of the governments of the UK, US or EU which would in any way restrict the School from providing any services to such Participant;

m. **"the School"** means London Business School (a company incorporated by Royal Charter with registered number RC727); and

n. **"Session"** means an iteration of the Programme.

o. **"LBS"** means London Business School.

2. Formation of Contract

2.1 The Contract shall be deemed formed, when an application form is submitted, and the Client and Participant accept the application form which will serve as an offer by the Participant to enrol onto the Programme. The Contract will commence from the date the Client and Participant receive confirmation that they have been accepted onto the Programme (which will be sent via email), The Participant and Client acknowledge and accept:

- a. the Participants place on the Programme will be provisional and will not be confirmed, until the Programme Fee has been made in full in accordance with clause 4,
- b. a formal offer to attend the Programme will be sent provided the availability of places and the Participants suitability.
- c. to abide by the terms and conditions as set out herein.

2.2. In the event of any conflict between Open Executive Education Terms and Conditions and the terms set out in any other document, agreement assurances or understanding executed by the School and the Client (or Participant) in relation to the Programme, these Open Executive Education Terms and Conditions shall prevail unless the change is agreed as a 'special condition' in a formal document forming the Contract.

3. Amendments to the Programme

3.1 The School will make all reasonable efforts to deliver the Programme as described in the brochure and on the School's website. However, the School 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 School 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 be required to pay the Programme Fee to take up the place on the Programme and, except where clause 4.2 applies, this payment must be paid within fourteen (14) days of invoice date sent with the confirmation of a place on the Programme (confirmation of acceptance).
- 4.2 If confirmation of a place on the Programme is given to the Participant less than fourteen (14) days before the Commencement Date, the Client will pay the Programme Fee on receipt of the School's invoice. Payment of invoices by credit card is also accepted. We do not offer payment plans.
- 4.3 Invoices will be sent to the Client at the email address indicated in the Participants application form.
- 4.4 The Client will pay the Programme Fee in pounds sterling. If the Client needs to pay the Programme Fee in a currency other than pounds sterling, then subject to the conditions set out in clause 4.5, the School may accept such payment in another currency.
- 4.5 In the event the Client wishes to pay the Programme Fee in a currency other than pound sterling, the Client shall:
 - 4.5.1 Submit a request to the Accounts Receivable Team for approval, confirming the currency they wish to make payment in and the bank and location they wish to make payment from;
 - 4.5.2 If accepted, the Client will ensure that payment received by the School is the same as that stated in pounds sterling in the invoice. For the avoidance of doubt, the School's invoice will not be re-submitted in another currency and will always be submitted in sterling pounds.
 - 4.5.3 In the event when the School receives the payment of Programme

fee which is not equivalent to the GBP amount, because of the exchange rate applied by the Client. The Client will be asked by the School to pay the shortfall.

- 4.6 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.
- 4.7 Notwithstanding anything else in this Agreement, until the School receives payment of the Programme Fee in full, the Participant shall have no right to participate in the Programme and the School may:
- a. offer the Participant's place on the Programme to another person and, if that person pays the Programme Fee to the School, and confirm that other person's place as a participant on the Programme; and/or
 - b. suspend the Participant from participation in all or any part of the Programme; and/or
 - c. exclude the Participant from access to the School's premises and/or use of any of its facilities.

5. The Participant's Obligations

- 5.1 The Participant shall:
- a. at all times uphold the principles of respect and integrity and avoid any behaviour or conduct that may be classed as inappropriate. This includes complying with the London Business School Code of Conduct which can be found at (to be inserted) as amended from time to time;
 - b. prepare for the Programme as required by the School (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. in order to receive a certificate of completion, the Participant shall complete all of the elements that form part of the Programme as set out above;
- e. contact the Delivery Programme Manager if unable to attend any class, lecture, tutorial, examination or other activity forming part of the Programme because of sickness or injury;
- f. be adequately prepared for any activity that the Participant is required to undertake as part of the Programme outside the School;
- g. 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;
- h. abide by any special conditions relating to the Programme set out in the brochure or otherwise notified to the Participant by the School;
- i. respect the confidentiality of all confidential information that the Participant acquires during the course of his/her participation in the Programme; and
- j. comply with all other relevant rules and regulations of the School, as amended from time to time.
- k. consent to monitoring and recording (which includes filming and photographing) of lectures and other teaching sessions by CCTV and other methods for the purpose of monitoring movements of Participants, quality assurance, and for use by LBS in any marketing or promotional materials.

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

5.3. The Client warrants, undertakes and represents to the School that none of the Participants is a Restricted Individual.

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

taking place during the twelve (12) months after the Commencement Date (at nil cost) provided:

(a) the Client notifies the School in writing of its wish to do so not less six (6) weeks before the Commencement Date subject to paragraphs 6.2 and 6.3 below

(b) the Client may only transfer a Participants place on a Programme a maximum of two (2) times.

6.2 In the event the Client wishes to transfer a Participant from a Programme taking place from one location to another location (London- Dubai), the Client shall be charged or credited the difference in the Programme Fee. Providing that the transfer is requested 6 weeks or more before the Commencement Date. In the event that the transfer is requested less than 6 weeks before the Commencement Date, the Client shall not be entitled to a credit of the difference.

6.3 If written notice of transfer is given less than six (6) weeks before the Commencement Date the Client shall pay the School (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 School receives written notice of transfer from the Client; and (b) the Commencement Date	Transfer fee
14 days or less	50% of Programme Fee
more than 14 days but less than 28 days	35% of Programme Fee
more than 28 days but less than 42 days	20% of Programme Fee

6.4 The Client may only do a transfer pursuant to this

paragraph 6 if:

- a. the Client has already paid the School the Programme Fee;
- b. there are unfilled places on the Programme to which the Participant wishes to transfer; and
- c. the Client confirms the alternative 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 applying.

6.5 The transfer fees referred to in paragraph 6.3 above must be paid on the Client's receipt of the School's invoice.

6.6 If the School increases the Programme Fee before the start of the Programme to which the Participant transfers, the Client will pay the School the amount of the increase before the Programme commences.

6.7 If the Client transfers to a Programme of a different price, the Client must pay the difference or the School will refund the difference as appropriate.

6.8 The Client may not make a transfer pursuant to this paragraph 6 more than once.

7. Substitution

7.1. The Client may request that the School accepts an alternative individual to attend the Programme not less than six (6) weeks before the Commencement Date. The proposed substitute shall then be subject to the same selection process as the original candidate. If the proposed substitute is rejected by the School, the School may cancel the Contract and in that event shall return any fees already paid by the Client to the School in relation to the Programme.

8. Interest

8.1 If the Client shall fail to pay any sum payable to the School in connection with the Programme on the due date for payment the School may charge interest at the Default Rate on the amount from time to time outstanding until payment in full. 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. Any interest payable by the

Client pursuant to this paragraph shall be payable within five Business Days after the School's written demand.

9. Cancellation by the School

9.1. The School may cancel the Contract by giving the Client notice in writing not less than thirty (30) days before the Commencement Date. If the School cancels the Contract it shall refund any fees already paid by the Client in connection with the Programme.

9.2 The School may cancel the Contract at any time if:

- a. the Client fails to pay any sum owing to the School in connection with the Programme within fourteen (14) days after the due date for payment;
- b. the Client or the Participant commits a serious breach of these Terms and Conditions or any of the other rules and regulations of the School; or
- c. the Client or the Participant behaves in a manner that, in the opinion of the Dean, is prejudicial to the interests of the School.

9.3 The School may also by notice to the Client (without any liability to the Client or to any Participant):

- a. suspend or terminate (at the School's sole and absolute discretion) the Contract and/or the supply of any services under the Contract immediately if the Client or any person connected to the Client becomes subject to UK, EU or US sanctions, or if the supply of services to the Client is subject to restrictions under UK, EU and/or US laws; and/or
- b. suspend or terminate (at the School's sole and absolute discretion) the supply of any services to any Participant immediately if the Participant in question is, or becomes (or the School reasonably suspects that the Participant in question is (or has become)) a Restricted Individual, in which case the School shall be entitled to deny the Participant access to the Programme and the Client shall ensure that the Participant in question does not attend or participate in any training forming part of the Programme and the Participant in question shall not be entitled to receive the benefit of any of the Programme or to use or access any training materials produced for the Programme for any purpose whatsoever.

10. Cancellation by the Client

10.1 The Client may cancel the Contract by giving the School written notice of Cancellation at any time. If the Client cancels the Contract more than forty-two (42) days before the Commencement Date then the Client shall not be required to pay the School any fees in connection with the Programme and any fees already paid by the Client to the School shall be refunded by the School.

10.2 If the Client cancels the Contract less than forty-two (42) days before the Commencement Date, the Client shall be liable to pay the School the percentage of the Programme Fee set out in the table below:

Number of days between (a) the date on which the School receives written notice of cancellation from the Client; and (b) the Commencement Date	Percentage of Programme Fee that is payable by the Client
14 days or less	100%
more than 14 days but less than 28 days	50%
more than 28 days but less than 42 days	25%

The entire Programme Fee shall be payable if the Client cancels the Contract on or after the Commencement Date and there shall be no refund if the Participant withdraws from the Programme at any stage. A candidate may not transfer his/her application between modules. The cancellation fees referred to in this clause 10.2 above must be paid within fourteen (14) days of the invoice date.

11. Effect of Cancellation

11.1 When either party cancels the Contract:

- a. the School shall be entitled to require the Participant to stop studying on the Programme and to leave the School's premises immediately; and
- b. the Participant shall immediately return to the School 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 School.

11.2 The Client shall procure that the Participant complies with this paragraph.

12. Force Majeure

12.1. The School 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 School from providing any services or make it unlawful for the School to provide any services or cause (in the School's sole opinion) the provision of such services to be prejudicial to the business interests of the School) and acts of God. In such instances the School will promptly notify the Participant. The School will then work towards rescheduling the Participants attendance so that they may attend the next possible iteration of the Programme.

12.2. The Client shall procure that the Participant complies with this paragraph

13. Disclaimer

13.1. The School 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 School 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 personally or sent by post to the address stated on the application form. Any demand or notice to be served upon the School shall be delivered by hand or sent by post to the

Executive Education Office at the School. Any demand or notice delivered personally shall be deemed to have been received immediately upon delivery. Any demand or notice sent by post shall be deemed to have been received at the opening of business on the first Business Day following the day on which it was posted, unless sent by international mail in which 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.

16. Data Protection

16.1 For the purposes of these provisions:

- a. Data Protection Legislation means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and the General Data Protection Regulation ("GDPR") and any legislation implemented in connection with GDPR and any replacement legislation coming into effect from time to time.

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

16.3 If the School processes any personal data (as defined in the Data Protection Legislation) on the Client's behalf when performing its obligations under this agreement, the parties record their intention that the Client shall be the data controller (as defined in the Data Protection Legislation) and the School shall be a data processor (also as defined in the Data Protection Legislation) and in any such case the School shall:

16.3.1 maintain at all times an appropriate notification under the Data Protection Legislation (where required);

16.3.2 only carry out processing of any such personal data on the Client's instructions from time to time;

16.3.3 take and/or implement all appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data, and against accidental loss, alteration or destruction of, or damage to, such personal data,

and ensure the security of such data at all times (and the School shall promptly inform the Client if any personal data is lost, altered or destroyed or becomes damaged, corrupted or unusable and shall (at its own expense) take such steps as the Client may reasonably require to restore the personal data to its original condition);

16.3.4 not modify, amend or alter the contents of such personal data other than as strictly necessary for the purposes of providing the Service;

16.3.5 not disclose or permit the disclosure of any such personal data to any third party (including a data subject) unless specifically authorised in writing by the Client;

16.3.6 not engage any subcontractor to carry out any processing of personal data without the prior written consent of the Client, provided that notwithstanding any such consent the School shall remain liable for compliance with all the requirements of this Contract including in relation to the processing of personal data;

16.3.7 ensure that obligations equivalent to the obligations set out herein are included in all contracts between the School and permitted subcontractors who will be processing personal data.

16.3.8 only use and process such personal data in accordance with the terms of this agreement and in compliance with the provisions of the Data Protection Legislation, and only then to the extent absolutely necessary for and in connection with the provision of the Service to the Client and for no other purpose whatsoever;

16.3.9 only transfer such personal data to countries outside the European Economic Area that ensure an adequate level of protection for the personal data and the rights of the data subject and in any event only with the express prior written authorisation of the Client which may be granted subject to such conditions as the Client deems necessary in its sole discretion;

16.3.10 not do anything, nor permit anything to be done, which might jeopardise or contravene the terms of any data protection notification of the Client; and

16.3.11 on termination of this agreement or any earlier termination of the School's right or obligation to process personal data, and as otherwise

directed by the Client, the School shall either:

16.3.11.1 destroy the personal data and all copies thereof;

16.3.11.2 transfer the personal data to the Client or such other third party as the Client may direct subject to agreement on terms of archiving including costs; or

16.3.11.3 archive the personal data subject to agreement on terms of archiving including costs.

16.4 If the School receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to compliance by it or the Client with the Data Protection Legislation (including requests from data subjects for the exercising of their statutory rights), it shall promptly notify the Client and shall provide the Client with full co-operation and assistance in relation to any such complaint, notice or communication.

16.5 The School shall provide all reasonable assistance to the Client having regard to the nature of processing and the information available to the School, in order to assist the Client to comply with its obligations under the Data Protection Legislation (including the notification of a personal data breach to the Information Commissioner and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate).

16.6 The School shall keep and provide to the Client on request a record of the School's use of the personal data and processing activities and shall make available to the Client all information necessary to demonstrate compliance with the School's data processing obligations set out in this agreement.

16.7 The School shall take reasonable steps to ensure the reliability of all its employees or other representatives who have access to the personal data and shall ensure that all such persons:

16.7.1 are informed of the confidential nature of the personal data before they gain access to it;

16.7.2 have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality; and

16.7.3 have undertaken training in the requirements of the Data Protection Legislation

16.8 The Client shall ensure that it is entitled to make the relevant personal data available to the School so that the School may lawfully use and process such

personal data in accordance with this agreement on the Client's behalf.

17. Visas

17.1 Participants are responsible for ensuring they allow sufficient time for visa applications to avoid being subject to the LBS 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 the terms and conditions they may request a formal invitation letter from the Admissions Team in support of their application. This letter will not be amended from the LBS standard template.

17.4 The Client shall procure that the Participant complies with this paragraph 17.