

London Business School Online Course - Terms and Conditions

1. Definitions

In these Terms and Conditions:

- a. **"Application"** means the Participant's application for a place on the Course;
- b. **"Business Day"** means a day on which banks are open for general business in London (other than a Saturday or Sunday);
- c. **"Commencement Date"** means the date on which the Course is due to commence;
- d. **"Contract"** means the contract (of which these Terms and Conditions form part) made between the School and the Participant in relation to the Participant's participation on the Course;
- e. **"Course"** means the online programme delivered by the School which the Participant is to attend;
- f. **"Course Fee"** means the fee payable by the Participant to the School in relation to the Participant's participation on the Course;
- g. **"Data Protection Legislation"** means the UK General Data Protection Regulation and the Data Protection Act 2018, each as may be amended or superseded from time to time, and other related legislation;
- h. **"Default Rate"** means an annual rate of seven per cent (7%) above the base rate from time to time of HSBC Bank plc;
- i. **"Intellectual Property"** means all forms of intellectual property including copyright, rights in databases, trade marks, inventions, patents and designs (in all cases whether registered or unregistered, and arising under the laws in force anywhere in the world);

- j. **"Iteration"** means an individual session of a Course by reference to a specific start date and end date. There may be multiple Iterations of the same Course within a calendar year.
- k. **"Participant"** means the individual who has applied to participate on the Course and the School has agreed to admit on the Course;
- l. **"Place Offer"** means the School's provisional offer to the Participant of a place on the Course;
- m. **"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; and
- n. **"School"** means London Business School (a company incorporated by Royal Charter with registered number RC727).

2. Formation of Contract

- 2.1. These are the terms and conditions on which the School shall deliver the Course to the Participant. The Participant should read these Terms and Conditions carefully and check that the details on the Application are complete and accurate before the Application is submitted. By submitting the Application, the Participant agrees to these Terms and Conditions.
- 2.2. After submitting the Application, Participants will receive an email from the School acknowledging receipt of the Application and (either at the same time or separately) confirming that the Participant has either received a Place Offer or that the School has rejected the Application.

- 2.3. If the Participant receives a Place Offer, the Participant is required to pay the Course Fee in full in accordance with clause 4 in order to confirm their place on the Course. For the avoidance of doubt, receipt of a Place Offer does not indicate the existence of a contract between the Participant and the School.
- 2.4. The Participant acknowledges and accepts:
- a. the Participant's Place Offer will be provisional and will not be confirmed until the Course Fee has been paid in full in accordance with clause 4;
 - b. a Place Offer to attend the Course will be sent provided the availability of places and the Participant's suitability; and
 - c. to abide by the Terms and Conditions as set out herein.

3. The Course

- 3.1. The School will make all reasonable efforts to deliver the Course as described in the brochure and on the School's website. However, the School must manage its resources efficiently and shall be entitled at its sole discretion:
- a. to alter the timetable, number of classes and method of delivery of the Course; and
 - b. to make reasonable variations to the content and syllabus of the Course.
- 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. Please be aware that the Course will be delivered virtually / remotely, and therefore Participants will not have access to the School's campus during the Course.
- 3.3. The Participant acknowledges that the Participant is not a "student" within the meaning of the School's regulations and the Participant shall not be enrolled or registered with the School as a student.

4. Fees

- 4.1. The Participant will be required to pay the Course Fee to take up the place on the Course and, except where clause 4.2 applies, this payment must be paid within fourteen (14) days of the date of the invoice sent with the confirmation of a Place Offer on the Course.
- 4.2. If confirmation of a Place Offer on the Course is given to the Participant less than fourteen (14) days before the Commencement Date, the Participant will pay the Course Fee on receipt of the School's invoice. Payment of invoices by credit card is also accepted. The School does not offer payment plans.
- 4.3. Invoices will be sent to the Participant at the email address indicated in the Participant's Application.
- 4.4. The Participant will pay the Course Fee in pounds sterling. If the Participant needs to pay the Course 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 Participant wishes to pay the Course Fee in a currency other than pound sterling, the Participant 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 Participant 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 resubmitted in another currency and will always be submitted in sterling pounds.
 - 4.5.3. In the event that the School receives the payment of a Course Fee which is not equivalent to the GBP amount, because of the exchange rate applied by the Participant, the Participant will be required to pay the shortfall to the School.

- 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 Course Fee hereunder made by the Participant under this Contract, the amount of the fee payable by the Participant hereunder shall be increased to an amount, which after making such deduction or withholding leaves an amount of the Course 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 these Terms and Conditions, until the School receives payment of the Course Fee in full, the Participant shall have no right to participate in the Course and the School may:
- a. offer the Participant's place on the Course to another person and, if that person pays the Course Fee to the School, confirm that other person's place as a Participant on the Course; and/or
 - b. suspend the Participant from participation in all or any part of the Course; and/or
 - c. exclude the Participant from access to the Course.

5. The Participant's Obligations

- 5.1 The Participant shall:
- a. pay the Course Fee in accordance with clause 4;
 - b. 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 [School's Code of Conduct](#) as amended from time to time and all other relevant School policies;
 - c. prepare for the Course as required by the School (e.g. completion of a 360 degree survey);
 - d. attend all classes, lectures, tutorials, examinations and other activities which form part of the Course (subject to absence for medical or other agreed reasons) and participate fully in group work where required;

- e. have a laptop or tablet including a functioning webcam and microphone in order to access the Course content, materials and online assessments and to participate in the Course classes, lectures and tutorials;
- f. refrain from taking any visual or audio recordings of any lectures and other learning and teaching activities of the Course;
- g. be solely responsible for procuring, maintaining and securing a network connection so that the Participant can attend and participate in the Course;
- h. in order to receive a certificate of completion, the Participant shall complete all of the elements that form part of the Course;
- i. contact the Delivery Course Manager if unable to attend any class, lecture, tutorial, examination or other activity forming part of the Course because of sickness or injury;
- j. be adequately prepared for any activity that the Participant is required to undertake as part of the Course;
- k. 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;
- l. abide by any special conditions relating to the Course set out in the brochure or otherwise notified to the Participant by the School;
- m. respect the confidentiality of all confidential information that the Participant acquires during the course of his/her participation in the Course; and
- n. comply with all other relevant rules and regulations of the School, as amended from time to time.

5.2 The Participant warrants, undertakes and represents to the School that it is not a Restricted Individual.

6. Transfer

- 6.1 The Participant may request that the School transfer the Participant from the Course scheduled to start on the Commencement Date either to a later Iteration of the same Course or to a different Course, provided that the desired Iteration or Course (as applicable) is scheduled to commence within the twelve (12) months after the Commencement Date of the Course the Participant was originally scheduled to start on.. Subject to clause 6.2 below, the Participant must notify the School in writing of the Iteration or Course to which the Participant wishes to transfer not less than six (6) weeks before the Commencement Date of the Course the Participant was originally scheduled to start on;
- 6.2 If written notice of transfer is given less than six (6) weeks before the Commencement Date the Participant shall pay the School **in addition to the Course Fee** a transfer fee which shall be a sum equal to a specified percentage of the Course Fee, as follows:

Number of days between (a) the date on which the School receives written notice of transfer from the Participant; and (b) the Commencement Date	Transfer fee
14 days or less	50% of Course Fee
more than 14 days but less than or equal to 28 days	35% of Course Fee
more than 28 days but less than 42 days	20% of Course Fee

It is not possible to request a transfer on or after the Commencement Date.

- 6.3 The Participant may only transfer pursuant to this clause 6 if:
- the Participant has already paid the School the Course Fee; and
 - there are unfilled places on the Iteration or Course to which the Participant wishes to transfer.
- 6.4 The transfer fees referred to in clause 6.2 above must be paid on the Participant's receipt of the School's invoice.
- 6.5 If the School increases the Course Fee before the start of the Iteration or Course to which the Participant transfers, the Participant must pay the School the amount of the increase before the Iteration or Course commences.

6.6 If the Participant transfers to an Iteration or Course with a different Course Fee, the Participant must pay the difference or the School will refund the difference as appropriate. If the transfer is requested less than six (6) weeks before the Commencement Date, the Participant shall be charged the difference in the Course Fee (if any) but shall not be entitled to a credit of any difference.

6.7 The Participant may not transfer pursuant to this clause 6 more than once.

7. Substitution

The Participant may request not less than six (6) weeks before the Commencement Date that the School accept an alternative individual to attend the Course. The proposed substitute shall then be subject to the same selection process as the Participant. 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 Participant to the School in relation to the Course.

8. Interest

If the Participant fails to pay any sum payable to the School in connection with the Course by the due date for payment, the School may charge interest on the outstanding amount at the Default Rate 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 Participant pursuant to this clause 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 Participant notice in writing not less than thirty (30) days before the Commencement Date. In such circumstances, the School shall refund any Course Fees already paid by the Participant in connection with the Course.

9.2 The School may also cancel the Contract on written notice with immediate effect at any time if:

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

9.3 The School may also by notice to the Participant (without any liability to the 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 Participant becomes subject to UK, EU or US sanctions, or if the supply of services to the Participant 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 the Participant immediately if the Participant is, or becomes (or the School reasonably suspects that the Participant is (or has become)) a Restricted Individual, in which case the School shall be entitled to deny the Participant access to the Course and the Participant shall not be entitled to receive the benefit of any of the Course or to use or access any training materials produced for the Course for any purpose whatsoever.

9.4 If the School cancels the Contract in accordance with clauses 9.2 or 9.3, no refund of the Course Fee shall be owed to the Participant.

10. Cancellation by the Participant

10.1. The Participant has the right, without giving any reason, to cancel the Contract within 14 days following payment of the Course Fee. This **Cancellation Period** will expire after 14 days. To exercise the right to cancel during the Cancellation Period, the Participant must inform the School by email of their decision to cancel by a clear statement. The Participant will receive a full refund of the Course Fee if the Contract is cancelled during the Cancellation Period, except where the Course has already started, in which case the

Participant must pay £250. Where the Course is completed in full during the Cancellation Period, no refund will be provided and the right to cancel does not apply as the Participant will have received the full service. Please note Insight courses are considered to be digital content and so the Course Fee is non-refundable and the right to cancel does not apply as soon as the Participant has first accessed the digital content.

- 10.2 Subject to clause 10.1 above, the Participant may cancel the Contract by giving the School written notice of cancellation at any time after the Cancellation Period. If the Participant 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 Course Fees in connection with the Course and any fees already paid by the Participant to the School shall be refunded by the School.
- 10.3. Subject to 10.1, if the Participant cancels the Contract less than forty-two (42) days before the Commencement Date, the Participant shall be liable to pay the School the percentage of the Course 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 Participant; and (b) the Commencement Date	Percentage of Course Fee that is payable by the Participant
14 days or less	100%
more than 14 days but less than or equal to 28 days	50%
more than 28 days but less than 42 days	25%

The entire Course Fee shall be payable if the Participant cancels the Contract on or after the Commencement Date and there shall be no refund if the Participant withdraws from the Course at any stage. The Course Fee referred to in this clause 10.3 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 Course and to stop using any School materials or software which were provided as part of the Course;
- b. the licence granted pursuant to clause 12.1 shall immediately cease; and
- c. the Participant shall immediately return to the School any other property in the Participant's possession, custody or control that belongs to the School.

12. Intellectual Property

- 12.1 The School and the School's faculty or the School's respective licensors, own all Intellectual Property in the Course, including all Course and teaching materials (in whatever medium they are available) used as part of the Course. This means that special rules and restrictions apply to copying, recording, sharing or disseminating such materials. The School grants the Participant a licence (i.e. permission) to use these materials during the Course for the Participant's personal private study only. The Participant must not use such material for any other purpose.
- 12.2 Participants must respect the Intellectual Property rights in the work of others, including the School's faculty. Where third party material is shared, distributed or copied to another third party, reproduced or copied, appropriate permissions must be obtained first.

13. Force Majeure

The School may cancel the Course 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 Participant's attendance so that they may attend the next possible iteration.

14. Liability

- 14.1. Subject to clause 14.4, the School cannot accept responsibility, and expressly excludes liability, for any loss or damage to the Participant's property that occurs whilst the Participant is on the Course or for any losses, costs, expenses, refunds or wasted fees which arise as a result of the Participant failing to meet the obligations outlined in clause 5.
- 14.2. The School is not responsible for any loss or damage that is not foreseeable to both parties when the Contract was formed or for losses that were not caused by any breach by the School. The School delivers the Course to the Participant for the Participant's private use and for the Participant's personal development and enjoyment. Subject to clause 14.4, the School has no liability to the Participant for any loss of profit, loss of business, business interruption or loss of business opportunity arising from any breach of contract or negligence on the School's part.
- 14.3. Subject to clause 14.4 and except to the extent that liability may not be excluded under applicable laws, the School's maximum liability to the Participant (whether or not arising in negligence) is limited to the Course Fees.
- 14.4. The School does not exclude or limit in any way liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable laws.

15. Governing Law and Jurisdiction

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.

16. Third Parties

The School and the Participant agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract. Neither party intends any of these Terms and Conditions to be enforceable by any person who is not a party to this Contract.

17. Notices

Any demand or notice to be served upon the Participant may be served upon the Participant 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 (except where stated otherwise in these Terms and Conditions). 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 case 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.

18. Data Protection

18.1 The Participant acknowledges that the School is registered as a data controller under the Data Protection Legislation and agrees that personal data about the Participant ("Personal Data") may be processed by the School whilst the Participant undertakes the Course and after the Course has finished:

- a) in accordance with [the School's Privacy Policy](#);
- b) in accordance with Data Protection Legislation;
- c) for some or all of the following purposes, which are connected to the running of the School and the Participant's place on the Course: Participant selection and administration, education services, research, managing relationships between the School and its students, welfare and wellbeing, accounting, record-keeping, directory publication, fundraising, the provision of references to actual or prospective employers and other career services, compliance with legal and regulatory requirements including health and safety, background checks and statutory data reporting, and any other reasonable purpose relating to the School's relationship with its Participants, prospective Participants and alumni;
- d) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

- e) to perform the School's obligations under these Terms and Conditions, and where otherwise reasonably necessary for the School's purposes.

18.2 Participants are required to update the School of any changes to information held relating to the Participant. The Participant must:

- a) confirm the accuracy of (or update, if necessary), when requested, such Personal Data (and/or documentation) about (or relating to) the Participant that is held by the School; and
- b) inform the School of any change to the Participant's circumstances, or to information about (or relating to) the Participant that has previously been notified to the School, including relevant contact details.

18.3 The Participant's data may be shared with third parties who provide services to support the provision of the Course. The School also uses third parties to support the running of the School, including third party service providers. Please refer to our [Privacy Policy](#) for further information.

19. Changes to these Terms and Conditions

19.1 The School may at its sole discretion vary these Terms and Conditions from time to time in order to assist the proper delivery of education or to reflect changes in relevant laws and regulatory requirements.

19.2 If the School varies these Terms and Conditions under clause 19.1, the School will give the Participant at least one month's written notice of any significant changes.