

### Terms & Conditions for Self-funded Applicants to Open Enrolment Programmes

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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](mailto: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](http://www.jbs.cam.ac.uk/executive-education/open-programmes) and are also contained in our Open Enrolment Programmes 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

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7. 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 in full by you and received by us.
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 and provided always that payment of the fee has been made in full by you and received by us.

## Admissions criteria

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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.

## Programme Fees and Payment

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10. The full programme fee covers the core provision of the relevant programme and for some residential programmes will include a reservation fee, the fees shall be paid as follows:

For residential programmes	<p><b>Reservation Fees:</b> The reservation fee applicable shall be payable upon acceptance of these Terms and Conditions in terms of paragraph 5.</p> <p><b>Balance of Programme Fees:</b> The balance of the programme fee shall be payable eight (8) weeks before the start of the programme.</p>
Non-residential and Live Online programmes	The programme fee shall be payable eight (8) weeks before the start of the programme.

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

11. Subject to the provision of paragraphs 31 to 35 the reservation fee is not refundable and reflects costs irrecoverable to JBSEEL.
12. Where an application is submitted eight weeks before the start of the programme, the full programme fee (and where applicable the reservation fee) is due thirty (30) days from the date of our invoice.
13. Where an application is submitted less than eight (8) 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. If payment has not been received within the stipulated time period there is no right to participate in the programme.
16. Any cancellation or transfer fee (as stated at clauses 29, 37, 38) 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.
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. 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).

### **Language**

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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**

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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**

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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 asked to sign 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 mark, 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 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 in such programmes.
26. 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**

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27. We will endeavour to deliver the programme as published on our website [www.jbs.cam.ac.uk/executive-education/open-programmes](http://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 such alteration will be notified to you in writing as soon as possible.

### **Transfers to a later programme**

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28. 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.

29. 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 Live Online programmes	10% of the original programme fee

## Cancellation

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### Cancellation within the Statutory Cancellation Period

30. If you withdraw from a programme within fourteen (14) calendar days of accepting your offer, you are entitled to a full refund of the full programme fees. For the avoidance of doubt the date of acceptance will be deemed to commence on the date of acceptance of (the "Initial Cancellation Period"). After this Initial Cancellation Period the general cancellation provisions set out in Condition 37 and 38 below will apply.
31. 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 [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.
32. 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 34 below) we will reimburse all payments received from you using the same means of payment as you used for your payment.
33. 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.
34. If you expressly request to begin performance of these terms and conditions during the Initial Cancellation Period (i.e. if the programme commences during the fourteen (14) calendar-day cancellation period) you acknowledge that your statutory cancellation rights will be lost in respect to any part or whole of the Programme provided during this fourteen (14) day period, 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. This includes if you access the programme materials via our Live Online course spaces (i.e. via our virtual learning environment). You will still have the right to cancel within the fourteen (14) day period (provided the programme has not been delivered in full during this period) but you will be liable to pay JBSEEL an amount proportionate to the full cost of the programme which has been delivered to you during this time.
35. 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.

### Refunds outside of the Statutory Cancellation Period

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36. 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 paragraph 34.
37. 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 and the following cancellation charges will apply in addition to the non-refundable reservation fee:

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

38. 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 and the following cancellation charges will apply:

8 weeks or less but more than 6 weeks before a programme	10% of the programme fee
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 no formal cancellation is made but the applicant fails to attend or withdraws following the commencement of the programme	100% of the programme fee

### Cancellation by JBSEEL

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39. 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**

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40. Every participant is responsible for his/her own behaviour and to act in a manner that demonstrates self-discipline and a sense of responsibility. They are expected to:
- Recognise that no poor standards of behaviour will be accepted,
  - Co-operate with JBSEEL staff, peers and external stakeholders,
  - Show courtesy and respect at all times towards others,
  - Accept responsibility for your own actions.
41. JBSEEL reserves the right to unenroll participants from their respective 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, hotels etc.
42. Inappropriate behaviour includes but is not limited to:
- bad language – verbal or written,
  - threats via email, in writing, telephone or in person,
  - bullying behaviour including physical, verbal or written,
  - discrimination & mistreatment due to disability, gender, race, age and or ability,
  - aggressive, angry communication – physical, verbal or written,
  - sexual misconduct,
  - giving false information about, against, or towards JBSEEL and/or its associated bodies, programme participants, staff and external stakeholders.

## **Confidentiality**

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

## **Data protection**

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44. 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.
45. 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.
46. 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.

## **Force Majeure**

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47. 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, trade disputes, strikes industrial action or lockouts; and
  - (h) interruption or failure of utility service.
48. In the event that we are prevented, hindered or delayed in or from performing any of the obligations under this Agreement by a Force Majeure Event, neither Party shall not be in breach of these Terms and Conditions or otherwise liable for any such failure or delay in the performance of such obligations, the time for performance of such obligations shall be extended accordingly.
49. The affected Party shall as soon as reasonably practical after the start of the Force Majeure Event but no later than 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 the effect of the Force Majeure Event on our ability to perform any of the affected Party's obligations under the Terms and Conditions.
50. Both Parties shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of the obligations.
51. If the Force Majeure Event prevents, hinders or delays a Party's performance of the 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 4 weeks' written notice to the Affected Party.
52. If force majeure continues for a period of more than three (3) months, without the Parties being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating this Agreement.

### **Disabled access**

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53. 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).
54. 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).

### **Notices**

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55. 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.

#### **Disclaimer**

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56. 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**

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