

## Terms & Conditions

### 1. Definitions

Agreement: Shall mean the contract formed by the Client's acceptance of this agreement on the terms set out. Completion of Henley's Booking Form by the Client shall constitute acceptance of these terms and conditions.

Background IP: Means any pre-existing or independently developed Intellectual Property or Confidential Information brought to or made available by a Party or third party for the purpose of the Programme.

Client: Shall mean the name of the Company or Delegate on the Booking/Application Form.

Commencement date: Means the date on which the Programme is due to commence.

Confidential information: Shall mean any information marked as confidential or reasonably understood as such disclosed by Henley to the Client or Delegate.

Delegate: Shall mean the individual of the Client who will participate in the Programme.

Fee: Means the sum paid by the Client to Henley for the Delegates participation in the Programme.

Intellectual Property: Shall mean all information, know-how, results, designs, inventions, copyright material including computer software and databases, technical know-how, Programme materials and other matters capable of being the subject of intellectual property rights.

Party: For the avoidance of doubt 'Parties' shall mean the parties to this Agreement and 'Party' shall mean either one of them unless the context requires otherwise.

Price: Shall mean the fee due from the Client for the attendance of the Delegate on the Programme.

Programme: Shall mean the executive development to be provided by Henley and attended by the Delegate. Programme material: Shall mean all documents provided by Henley as part of the Programme.

### 2. Programme

2.1 Henley shall make all reasonable efforts to deliver the Programme, however Henley reserves the right to:

a) Make reasonable amendments to the content of the Programme;

b) Alter the timetable, location and delivery format of the Programme.

2.2 Henley shall make available to the Delegate such learning support, IT and other facilities as it considers appropriate.

2.3 In the event that Henley is required to cancel or reschedule any Programme Henley shall make all reasonable efforts to notify the Client of said changes and shall use all reasonable efforts to minimise any resultant interruption.

2.4 All property brought to a Programme for the purposes of training shall be at the Client's sole risk and Henley shall not accept any liability

whatsoever for any loss or damage to said property howsoever arising.

2.5 The Client shall ensure that the Delegate will comply with all reasonable instructions given by Henley staff and that while on Henley premises the Delegate shall follow all applicable instructions in relation to security and health and safety.

### 3. Fee

3.1 The Client shall pay the Programme Fee before the Commencement Date or within 30 days of receipt of a valid invoice from Henley, whichever is earlier.

3.2 For the avoidance of doubt, failure to pay the Fee in accordance with Clause 3.1 above may result in the Delegate not being admitted to start or continue on the Programme.

### 4. Delegate Obligations

4.1 The Delegate shall act in an appropriate manner at all times whilst at Henley in accordance with the rules and regulations of Henley and the Programme as amended from time to time.

4.2 The Delegate shall prepare for all aspects of the Programme and attend all lectures, seminars, tutorials and participate fully in the Programme as directed by Henley.

4.3 Should the Delegate be unable to take part in any part of the Programme for any reason the Delegate shall inform the programme administrator at Henley.

4.4 The Delegate shall comply with the Copyright, Designs and Patents Act 1988 and acknowledge any use of Henley Programme Materials.

4.5 The Client shall procure that the Delegate shall comply with the obligations of this Clause 4.

### 5. Transfer

5.1 The Client may transfer their booking up to 42 days before the start of the Programme at no extra cost. Any request for transfer must be made in writing and is subject to availability.

5.2 For the avoidance of doubt any transfer shall be restricted to a period of twelve months from the Commencement Date and may relate to either the Delegate or the Programme. Transfers to a course with a higher fee than the original Programme (either a different course, or a future date where the course fee has been increased), will attract the higher fee.

5.3 If the Client wishes to transfer after the period specified in clause 5.1, and at any time up to the first day of the programme, the following scale of charges will apply:

Notice period charged	% Booking fee
42 days or more	0%
41 – 29 days	20%
28 – 15 days	35%
14 days or less	50%

5.4 If the Client wishes to make a transfer more than once, Henley reserves, at its sole discretion, the right to reject any such transfer request on reasonable grounds including inter alia, course availability and/or the new Delegate meeting the Programme's selection requirements.

### 6. Termination by the Client

6.1 The Client may terminate this Agreement by providing Henley with no less than 42 days written notice prior to the Commencement Date. Such termination shall not attract any cost to the Client and any Fee already paid in connection with the Programme to Henley by the Client will be refunded.

6.2 Should the Client terminate this Agreement later than 42 days before the Commencement Date, the Client shall be liable to pay Henley the following percentage of the Programme Fee:

Notice period charged	% Booking fee
42 days or more	0%
41 – 29 days	25%
28 – 15 days	50%
14 days or less	100%

6.3 Any Fee due following termination by the Client shall be paid within 30 days of receipt of an invoice from Henley.

6.4 For the avoidance of doubt Henley will pay no refund to the Client should the Client terminate this Agreement on or after the Commencement Date.

### 7. Termination by Henley

7.1 Henley may cancel this Agreement by providing the Client with no less than 42 days written notice prior to the Commencement Date. In the event of such a cancellation Henley shall refund any Fees already paid by the Client to Henley for the Programme.

7.2 Henley may also terminate this Agreement at any time should:

- The Client not pay any sum owed to Henley in connection with the Programme in accordance with this agreement;
- The Client commit a serious breach of this Agreement;
- The Delegate or Client act in a manner, which the Dean considers detrimental to the interests of Henley;
- The number of Delegates on the Programme

be such that the Programme is unsustainable in Henley's reasonable opinion.

7.3 Upon termination of this Agreement Henley shall be entitled to require the Delegate to leave Henley's premises and return all Programme Materials and delegate identification to Henley immediately.

7.4 This Client procures that the Delegate complies with the obligations of clause 7.3.

### **8. Intellectual Property**

8.1 The Client agrees that the copyright and all other intellectual property rights in the Programme and all Programme Materials or developments thereof are and shall remain the sole and exclusive property of Henley. The Client undertakes that it shall not:

- a) Copy nor permit the copying of Programme Materials;
- b) Disclose or permit the disclosure of Programme Materials to third parties; c) Use the Programme Materials or elements thereof for running programme(s).

### **9. Confidentiality**

9.1 Henley shall keep confidential all information which Henley may obtain during the Programme relating to the Client's business and will not during this Agreement or for a period of five (5) years thereafter disclose such information.

9.2 The obligation imposed by Clause 9.1 shall not apply to:

- a) Information known to Henley before disclosure by the Client;
- b) Information which becomes public knowledge without fault on the part of Henley;
- c) Disclosures made to the extent required by an applicable legal or regulatory obligation;
- d) That is developed by or on behalf of Henley by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the Client.

### **10. Notices**

10.1 Any notice to be given by either Party to the other shall be in writing and sent by email to the address of the other.

### **11. Non-Assignment**

1.1 The rights and obligations of the Parties to this Agreement shall not be assigned, sub-contracted or otherwise without the prior written consent of the other Party.

### **12. Non-Competition**

12.1 Henley may provide the same type of services as described in this Agreement to a third party but Henley will not use the Client's Confidential Information to provide any such services.

### **13. Rights of Third Parties**

13.1 A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Act.

### **14. Freedom of Information**

14.1 The Client acknowledges that Henley Business School, which is part of University of Reading has legal obligations under the Freedom of Information Act 2000, which provides a right of public access to various types of information held by public bodies. Should the University receive a request under the Freedom of Information Act which relates to the Programme the University will promptly inform the Client. To the extent that the law permits the University will not publish:

- Information that might prejudice the University's and the Client's commercial interests;
- Information that would prejudice the prevention or detection of crime or the prosecution of offenders;
- Information concerning legal proceedings or investigations being carried out by the University that might lead to criminal or civil proceedings;
- Information held under obligation of confidentiality.

### **15. Data Protection**

15.1 Henley Business School does not sell or rent out Client and Delegate personal information.

The School participates in ranking surveys about executive education and may pass some Client and Delegate names and email addresses to ranking organisations for the sole purpose of conducting these surveys. The School will contact those people selected for survey participation before passing on contact information, giving them the choice to opt out.

15.2 The Client agrees that personal data regarding the Client and Delegates may be processed by the University of Reading for various administrative, educational, sales, accounting and other purposes set out in our fair processing notice at: <http://www.reading.ac.uk/internal/student/OnlineStudentHandbook/osh-dataprotection.aspx>

### **16. Force Majeure**

16.1 If either Party is obstructed in performing any of its obligations under this Agreement by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. The obstructed Party shall inform the other Party as soon as reasonably practicable of any such obstruction.

### **17. Entire Agreement and Amendments**

17.1 This Agreement constitutes the entire agreement between the Parties, and any representation made by either Party prior to the signing hereof shall be disregarded. Any amendments to this Agreement shall be agreed in writing by the Parties.

### **18. Applicable Law and Jurisdiction**

18.1 Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

18.2 This Agreement is made and shall be interpreted in accordance with German Law and subject to the exclusive jurisdiction of the German courts sitting in Munich.