



Henley
Business School

UNIVERSITY OF READING

TERMS AND CONDITIONS FOR OPEN EXECUTIVE PROGRAMMES

between

HENLEY BUSINESS SCHOOL LIMITED

and

THE DELEGATE

Agreed Terms

1. Definitions and Interpretation

- 1.1. The provisions of Schedule 1 (Definitions) shall apply and have effect in relation to the words and expressions used in this Agreement.

2. Commencement and Duration

- 2.1. This Agreement shall commence upon receipt by the Delegate of written confirmation from Henley that the online submission of the Application Form has been accepted. This Agreement shall continue, unless terminated earlier in accordance with the terms of this Agreement, until completion of the Programme at which point it shall terminate automatically.

3. The Programme

- 3.1. Henley shall use all reasonable endeavours to deliver the Programme however Henley reserves the right to:

1.1.1 make reasonable amendments to the content of a Programme; and/ or

1.1.2 alter the timetable, location and delivery format of a Programme

and any dates shall be estimates only and time shall not be of the essence for delivery of the Programme.

- 3.2. In the event that Henley is required to reschedule a Programme, Henley shall notify the Delegate of such changes as soon as reasonably practicable and shall use reasonable endeavours to minimise any resultant interruption. If the Delegate cannot attend the Programme on the rescheduled date, this shall constitute a cancellation of this Agreement by Henley and the provisions of Clause 8.3 (Termination) shall apply.

- 3.3. Henley shall have the right to make any changes to the Programme which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Programme, and Henley shall notify the Delegate in any such event.

- 3.4. Henley warrants to the Delegate that the Programme will be delivered using reasonable care and skill.

- 3.5. In delivering the Programme, Henley shall make available to the Delegate such learning support, IT and other facilities as it considers appropriate.

- 3.6. All property brought to a Programme for the purposes of training shall be at the Delegate's sole risk and Henley shall not accept any liability whatsoever for any loss or damage to said property howsoever arising.

4. Delegate's Obligations

- 4.1. The Delegate shall:
- 4.1.1. Comply with its obligations under this Agreement;
 - 4.1.2. Co-operate with Henley in all matters relating to the Programme;
 - 4.1.3. Provide Henley with such information as Henley may reasonably require in order to deliver the Programme, and ensure that such information is accurate in all material respects;
 - 4.1.4. Act in an appropriate manner at all times whilst at Henley's premises in accordance with Henley's rules and regulations (including any rules specific to the Programme) as amended from time to time, and to comply with all reasonable instructions given by Henley staff;
 - 4.1.5. Prepare for all aspects of the Programme and attend all lectures, seminars, tutorials and participate fully in the Programme on time and as directed by Henley; and
 - 4.1.6. Inform the course administrator at Henley as soon as is reasonably practicable where the Delegate is unable to attend the Programme for any reason.

5. Fees and Payment

- 5.1. The Delegate shall pay to Henley the Programme Fee in accordance with this Clause 5.
- 5.2. If a third party has agreed to pay the Programme Fee on behalf of the Delegate, payment by the third party shall be in accordance with this Clause 5. If the third party fails to pay the Programme Fee in accordance with this Clause 5, Clause 5.6 below shall apply.
- 5.3. The Programme Fee shall be a fixed amount set out in the Programme Brochure and is exclusive of VAT which shall be charged at the applicable rate.
- 5.4. The Programme Fee shall be payable in full by payment of an invoice in accordance with Clause 5.5 below.
- 5.5. Any invoice shall be payable either:
- 5.5.1. within 30 days of the date of the invoice; or
 - 5.5.2. before the Commencement Date,
- whichever is the earlier.
- 5.6. If the Delegate fails to make any payment due to Henley under this Agreement by the due date for payment in accordance with Clause 5.4 above, Henley may:

5.6.1. Refuse to allow the Delegate to start the Programme until payment has been made in full; and/ or

5.6.2. Terminate this Agreement in accordance with Clause 8.

5.7. The Delegate shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding.

5.8. Any sums due to Henley from the Delegate as a result of Clause 6 below (Transfers to Another Programme) or in accordance with Clause 7 (Termination by the Delegate) shall be paid by the Delegate within thirty (30) days of the date of an invoice from Henley.

6. Transfers to Another Programme

6.1. Subject to Clause 6.2 below, the Delegate may transfer a booking up to 35 calendar days before the Commencement Date at no extra cost. Any request for transfer must be made in writing and any transfer is subject to availability.

6.2. For the avoidance of doubt, any transfer shall be restricted to a period of twelve months from the Commencement Date. Transfers to a Programme with a higher fee than the original Programme (either a different Programme, or a future date where the Programme Fee has been increased), will attract the higher fee and shall be payable in accordance with Clause 5.

6.3. If the Delegate wishes to transfer after the period specified in Clause 6.1 above, and at any time up to the Commencement Date, then, in addition to the fee for the Programme transferred on to:

6.3.1. If the Delegate has not paid the original Programme Fee at the point of making the transfer, the Delegate shall be liable to pay to Henley the following percentage of the original Programme Fee in accordance with Clause 5 above:

Notice period prior to the Commencement Date	% Programme Fee charged
35 days or more	0%
34 – 29 days	20%
28 – 15 days	35%
14 days or less	50%

6.3.1. If the Delegate has already paid the original Programme Fee in full, Henley shall refund the Delegate the following percentage of the

Programme Fee:

Notice period prior to the Commencement Date	% Programme Fee refunded
35 days or more	100%
34 – 29 days	80%
28 – 15 days	65%
14 days or less	50%

6.4. The Delegate may transfer their booking on one occasion only. If the Delegate wishes to make a transfer more than once, the Delegate shall be liable to pay Henley 100% of the original Programme Fee (in addition to the programme fee for the Programme the Delegate has transferred to). For the avoidance of doubt, the terms of this Clause 6 apply to each subsequent transfer the Delegate makes following the first transfer.

7. Termination by the Delegate

7.1. The Delegate may terminate this Agreement by providing Henley with no less than 35 days' written notice prior to the Commencement Date. Such termination shall not attract any cost to the Delegate and any Programme Fee already paid to Henley by the Delegate in connection with the Programme will be refunded.

7.2. Should the Delegate terminate this Agreement later than 35 days of the Commencement Date:

7.2.1. If the Delegate has not paid the Programme Fee due at the point of termination, the Delegate shall be liable to pay to Henley the following percentage of the Programme Fee in accordance with Clause 5 above:

Notice period prior to the Commencement Date	% Programme Fee charged
35 days or more	0%
34 – 29 days	25%
28 – 15 days	50%

14 days or less	100%
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7.2.2. If the Delegate has already paid the Programme Fee in full, Henley shall refund the Delegate the following percentage of the Programme Fee:

Notice period prior to the Commencement Date	% Programme Fee refunded
35 days or more	100%
34 – 29 days	75%
28 – 15 days	50%
14 days or less	0%

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

8. Termination by Henley

8.1. Henley may terminate this Agreement by providing the Delegate with no less than thirty five (35) calendar days' written notice prior to the Commencement Date.

8.2. Without limiting its other rights or remedies, Henley may terminate this Agreement with immediate effect by giving written notice to the Delegate if:

8.2.1. the Delegate does not pay any sum owed to Henley in connection with the Programme in accordance with this Agreement;

8.2.2. the Delegate commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within twenty (20) days of being notified in writing to do so;

8.2.3. the Delegate does any act or thing or permits any act or thing to be done which brings the standing or reputation of Henley into disrepute or is detrimental to the interests of Henley; or

8.2.4. the number of Delegates on the Programme is such that it is unsustainable in Henley's reasonable opinion.

8.3. If Henley terminates this Agreement pursuant to Clause 3.2, 8.1 or 8.2.4 above, Henley shall refund Programme Fees already paid by the Delegate. No refund shall be paid if Henley terminates this Agreement for any other reason under this

Clause 8.

9. Consequences of Termination

9.1. On termination of this Agreement for any reason:

9.1.1. Henley shall be entitled to require the Delegate to leave Henley's premises immediately and return all Programme Materials and identification, where appropriate;

9.1.2. Any accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected; and

9.1.3. Clauses which expressly or by implication survive termination shall continue in full force and effect.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights in or arising out of or in connection with the Programme shall be owned by Henley.

10.2. All Programme Materials are the exclusive property of Henley. The Delegate shall:

10.2.1. Not copy nor permit the copying of Programme Materials;

10.2.2. Not disclose or permit the disclosure of Programme Materials to third parties; or

10.2.3. Not use the Programme Materials or elements thereof for running programme(s) or training course; and

10.2.4. Comply with the Copyrights, Designs and Patents Act 1988 and give appropriate credit to Henley when citing any Programme Materials.

11. Data Security

11.1. Henley will collect, hold and process Personal Data relating to the Delegate in order to meet its obligations under this Agreement and for the purposes stated in the University's Fair Processing Notice, which Henley has adopted for the purposes of this Agreement and can be found at: www.reading.ac.uk/internal/student/OnlineStudentHandbook/osh-dataprotection.aspx.

11.2. The Delegate agrees to Henley processing his/ her Personal Data for the purposes described above, and in accordance with the DPA and the University's Fair Processing Notice.

11.3. Henley may disclose appropriate Personal Data, including Sensitive Personal Data, to third parties, where there is legitimate need or obligation, during or after the Programme. This may include third parties that are based overseas and

outside the European Economic Area. This includes but is not limited to the disclosure of relevant and appropriate information to external organisations associated with the provision of the Programme; external organisations associated with the provision of the Programme to the Delegate (such as IT or resource providers); government bodies; sponsors and those requesting references. Any such disclosures of the Delegate's Personal Data will be carried out in accordance with the DPA and the Fair Processing Notice.

- 11.4. The University's Data Protection Policy (www.reading.ac.uk/web/FILES/imps/Data-Protection-Policy-CURRENT.pdf) and Data Protection Guidelines which Henley has adopted for the purposes of this Agreement set out guidance for staff, students and others who process Personal Data on behalf of Henley to ensure they understand their rights and responsibilities when processing any Personal Data.

12. Limitation on Liability

- 12.1. This Clause 12 sets out the entire financial liability of Henley (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Delegate in respect of:

- 12.1.1. any breach of the Agreement;
- 12.1.2. any use made by the Delegate of the Programme; and
- 12.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

- 12.2. Henley makes no express or implied warranties or representations in relation to the Programme and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

- 12.3. Nothing in this Contract limits or excludes the liability of Henley:

- 12.3.1. for death or personal injury resulting from negligence; or
- 12.3.2. for any damage or liability incurred by the Delegate as a result of fraud or fraudulent misrepresentation by Henley.

- 12.4. Subject to Clause 12.3 above, Henley shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profit, loss of business, depletion of goodwill or similar losses, loss of goods, loss of contract, loss of anticipated savings, damage to software or hardware, loss or corruption of data or information, special, indirect, consequential or pure economic loss, loss of profits or costs, damages, charges or expenses.

- 12.5. Subject to Clause 12.3 above, Henley's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement or its performance, or

contemplated performance, shall be limited to the Programme Fee paid or payable under this Agreement.

- 12.6. The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 12 (Limitation on Liability) is held to be invalid under any legislation it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 12 (Limitation on Liability).
- 12.7. Nothing in this Clause 12 (Limitation on Liability) shall act to reduce or affect either Party's general duty to mitigate its loss.

13. Force Majeure

- 13.1. Henley shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from a Force Majeure Event, provided it has complied with this Clause 13.
- 13.2. If Henley is subject to a Force Majeure Event, it shall not be in breach of this Agreement provided that:
- 13.2.1. it promptly notifies the Delegate in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 13.2.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 13.2.3. it has used all reasonable endeavors to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.
- 13.3. If the Force Majeure Event prevails for a continuous period in excess of sixty days, Henley may terminate this Agreement on 30 days written notice. Termination under this Clause 13 shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring before such termination.

14. No Partnership or Agency

- 14.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

15. Entire Agreement

- 15.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15.3. Any samples, drawings, descriptive matter or advertising issued by Henley, and any descriptions or illustrations contained in Henley's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Programme. They shall not form part of this Agreement or have any contractual force.

16. Variation

16.1. No variation of this Agreement shall be effective unless it is in writing and signed by each Party.

17. Assignment and Other Dealings

17.1. Henley may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement to any third party or agent.

17.2. The Delegate shall not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

18. Waiver

18.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

19.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Notices

20.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other Party as set out in Clause 20.2 below.

20.2. Notices shall be sent to:

Party: Henley

Contact: Director of Legal Services

Address: Legal Services Department, University of Reading, Whiteknights House, PO Box 217, RG6 6AH

Party: Delegate

Address: The address provided by the Delegate on the Application Form.

20.3. Any notice or communication shall be deemed to have been received:

20.3.1. If delivered by hand, at the time the notice is left at the proper address.

20.3.2. If sent by pre-paid first-class post or other next Business Day delivery service, at 10.00 am on the second Business Day after posting or at the time recorded by the delivery service.

20.4. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause 20, "writing" shall only include email where it is sent to the attention of the Director of Legal Services at the following address: legalservices@reading.ac.uk.

21. Third Party Rights

21.1. No one other than a Party to this Agreement shall have any right to enforce any of its terms.

22. Governing Law

22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

23.1. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Definitions and Interpretations

1. In this Agreement, the following words and expressions shall have the meanings set out below:

Agreement means the contract between Henley and the Delegate for the delivery of the Programme in accordance with these terms and conditions, together with the Application Form and Henley's written acceptance of the Application Form.

Commencement Date means the proposed date on which the Programme is due to commence.

Delegate means the individual named in the Application Form who will participate in the Programme.

DPA means the Data Protection Act 1998 as amended or replaced from time to time.

Force Majeure Event means acts of God, fire, tempest, acts of war, terrorism and related matter which are both beyond the control of either Party and are such that either Party with the application of all due diligence and foresight could not prevent or mitigate which causes the cessation of or substantial interference with the delivery of the Programme under this Agreement.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, performer's rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Party shall mean the parties to this Agreement and "Party" shall mean either one of them unless the context requires otherwise.

Personal Data has the meaning given to it in the DPA.

Programme means the executive education programme to be delivered by Henley and attended by the Delegate.

Programme Brochure means the Henley prospectus for the Programme.

Programme Fee means the fee due from the Delegate to Henley for the Programme as set out in the Order Form.

Programme Materials means any documents, materials or slides in any form (including all materials accessible via Henley's virtual learning environment) provided by Henley to the Delegate for the purposes of delivering the Programme.

Sensitive Personal Data has the meaning given to it in the DPA.

University means the University of Reading (RC 000665) of Whiteknights, PO Box 217, Reading RG41 5PH.

2. In the Agreement, except where the context otherwise requires:
- a) the masculine includes the feminine and vice versa;
 - b) words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or allow infringement of this restriction;
 - c) the headings and titles in this Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation;
 - d) the singular includes the plural and vice versa;
 - e) a reference to any Clause, sub-Clause, paragraph, Schedule, recital or Annex is, except where expressly stated to the contrary, a reference to such Clause, sub-Clause, paragraph, Schedule, recital or Annex of and to this Agreement;
 - f) save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and / or such document;
 - g) any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.