



→ Terms and conditions of open programmes

The client's attention is particularly drawn to the provisions of paragraph 10.

1. Definitions

1.1 'Booking' means the contract made between the Company and the Client in relation to the Delegate(s)'s participation in the Programme, comprising the Company's booking form, and these Terms and Conditions;

1.2 'Client' means the person named as 'the invoicee' on the Delegate(s)'s booking form for the Programme;

1.3 'Commencement Date' means the date on which the Programme to which the Client's booking relates is due to commence;

1.4 'the Company' means Møller Institute Limited, a limited liability company registered in England and Wales with registered number 2746545, with its registered office at Møller Institute, Churchill College, Storey's Way, Cambridge CB3 0DE.

1.5 'Delegate(s)' means the individual(s) named in the Booking who has/have applied to participate on the Programme and the Company has agreed to admit on the Programme;

1.6 'Notice Period' means the time between which notice of transfer or cancellation is received by the Company, and the Commencement Date;

1.7 'the Programme' means the programme, which the Delegate(s) wishes/wish to attend;

1.8 'Programme Fee' means the fee payable by the Client to the Company in relation to the Delegate(s)'s participation on the Programme.

2. Booking and Payment

2.1. The Booking will be binding from the point that the Client confirms the booking for the Delegate(s) to attend the Programme, either by emailing, faxing or posting a signed copy (with a signature or electronic signature) of the Company's booking form back to the Company, or otherwise confirming in writing that it wishes to book a place for the Delegate(s) on the Programme.

2.2. Payment of the Programme Fee to the Company must be made by the Client in full no later than 2 weeks prior to the Commencement Date.

2.3. The Company reserves the right to re-allocate the Programme place to another delegate (without further liability to the Client) if the Programme Fee is not paid in time.



2.4. The Delegate(s) shall have no right to participate in the Programme until the Programme Fee has been paid and (until paid in full) the Company may suspend the Delegate(s) from participation in all or any part of the Programme, without liability to the Client, in the event that the Programme Fee remains unpaid.

2.5. Failure by the Client to pay the Programme Fee by the relevant deadline may be treated as a cancellation by the Client.

2.6 VAT will be charged at the current rate of 20%

3. Transfers

3.1. The Client may transfer a Delegate from the Programme scheduled to a later Programme provided the Client notifies the Company in writing of its wish to do so more than 1 week before the Commencement Date of the original Programme, subject to paragraphs 3.3 – 3.4 (inclusive) below.

3.2. If written notice of transfer is received not more than 1 week before the Commencement Date the Client shall pay the Company (in addition to the Programme Fee) a transfer fee (“Transfer Fee”) in proportion to the notice period given;

Notice Period Transfer Fee

7 days or less 15% of Programme Fee

8 days + Transfer free of charge (subject to availability)

3.3. The Client may only facilitate a transfer pursuant to paragraph 3 if the Client has already paid the Company the Programme Fee.

3.4. The Transfer Fees laid out in paragraph 3.2. above must be paid within 1 week of the Client’s receipt of the Company’s invoice.

4. Cancellation by the Company

4.1. The Company may cancel the Booking by giving the Client notice in writing for any reason at any time up to 3 weeks prior to the Commencement Date. If the Company cancels the Booking pursuant to this paragraph 4.1 it shall refund any fees already paid by the Client in connection with the attendance on the Programme of the Delegate(s).

4.2. The Company may also cancel the Booking at any time, without liability to the Client if:

- a. The Client fails to pay any sum owing to the Company in connection with the Programme in accordance with the payment terms laid out above; or
- b. The Client or the Delegate(s) commits/commit a breach of these Terms and Conditions; or
- c. There are insufficient applicants to ensure a rewarding and beneficial experience for all participants; or
- d. The Company is unable to provide the Programme due to a reason beyond its control.

4.3. In the event of cancellation of the Booking by the Company under paragraphs 4.2 (a) – (b) inclusive the Company shall be entitled to retain (or be paid the balance of, as the case may be) the Programme Fee, in full.

4.4. In the event of a cancellation of the Booking by the Company under paragraph 4.2 (c) – (d) the Client shall be entitled to elect either to receive a full refund of the Programme Fee or (subject to availability) to have the Delegate(s) attend another Programme.

5. Cancellation by the Client

5.1. The Client may cancel the Booking by giving the Company written notice of cancellation up to 14 days after enrolment for full reimbursement minus processing fees.



5.2. If the Client cancels the booking 14 days after enrolment, the Client shall be liable to pay the Company the percentage of the Programme Fee set out below:

Notice Period Percentage of Programme Fee payable

14 days or less 100%

15 – 28 days 75%

6. Delivery of the Programme

6.1. The Company will make all reasonable efforts to deliver the Programme as described in the Programme literature. However, the Company shall be entitled to make reasonable variations to the content, syllabus and delivery of the Programme.

6.2. The Company may subcontract or delegate in any manner to any third party or agent the delivery of the Programme.

7. Delegate Obligations

7.1. The Client must ensure that the Delegate(s) at all times behave with honesty, integrity and show courtesy, consideration and respect to others; prepare for the Programme as required by the Company; attend all sessions including video-sessions and other activities which form part of the Programme (subject to absence for medical or other agreed reasons) and participate fully in group work when required; and respect the confidentiality of all information that the Delegate(s) acquires/acquire during the course of their participation in the Programme.

8. Intellectual Property

8.1. The copyright and all other intellectual property rights in all Programme materials and the specifications shall remain the sole and exclusive property of the Company and its licensors. The Client undertakes that it will not copy or permit the copying of Programme materials, or distribute any materials via internet or intranet, or disclose or permit the disclosure or sell or hire the same to third parties.

8.2. The Company agrees to grant to the Client a non-exclusive royalty free licence to use the Programme materials for the Client's internal purposes but not for external commercial purposes.

9. English Language

9.1. The primary language of the Programme is English, and may include a considerable amount of 'business language'. The Programme is intended to be as interactive as possible and they therefore include much group discussion and syndicate work. All Delegates are expected to participate fully in this process and are therefore required to have sufficient knowledge of both written and spoken English if they are to benefit from the Programme.

10. Disclaimer

10.1. Nothing in these Terms and Conditions shall limit or exclude the Company's liability for death and/or personal injury caused by the negligence of the Company or its employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

10.2. Subject to paragraph 10.1, the Company cannot accept responsibility and expressly excludes liability for any loss or damage to the Client's property or any Delegate's property that occurs whilst the Delegate is on the Programme. The Delegate(s) should take particular care not to leave mobile phones, blackberry/iPhones/iPads or laptops unattended at any time. Furthermore, the Company shall under no circumstances whatever be liable to the Client, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, loss of business, pure economic loss, or any indirect or consequential loss arising under or in connection with the Booking.



10.3. Subject to paragraphs 10.1 and 10.2, the Company's liability under or in connection with this Booking shall be limited to a sum equal to the Programme Fee payable for the Delegate(s)'s attendance on the Programme.

11. Data Protection

11.1. The Client accepts that the Company is registered as data controller under the Data Protection Act 1998 and agrees that personal data about the Client and the Delegate(s) may be processed by the Company for the following purposes: administrative, educational, sales, accounting research and any other reasonable purpose relating to the Company's relationship with its Delegates and Programme alumni.

12. Governing Law and Jurisdiction

12.1. The Booking will be governed by English Law and the parties submit for all purposes connected with the Booking to the exclusive jurisdiction of the English Courts.

13. Waiver

13.1. Failure or neglect by the Company to enforce any provision of the Booking shall not be construed nor shall it be deemed to be a waiver of the Company's rights under the Booking and shall not prejudice the Company's rights to take subsequent action.

14. Entire agreement

14.1. The Booking constitutes the entire agreement between the parties in relation to the Delegate's participation in the Programme. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Booking.

14.2. These Terms and Conditions apply to the Booking to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

15. General

15.1. Any variation to the Booking shall only be binding when agreed in writing and signed by or on behalf of the Company.

15.2. A person who is not a party to the Booking shall have no rights under or in connection with it.

15.3. If a court or any other competent authority finds that any provision of the Booking (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Booking shall not be affected.

16. Notices

16.1. Any notice or other communication required to be given to a party under or in connection with the Booking shall be in writing, in English, and shall be delivered to the other party personally or sent by prepaid first-class post or recorded delivery, fax or email to the postal address, fax number or email address (as appropriate) set out in the Booking and shall be deemed to have been received: (a) if delivered personally, when left at the address referred to above; or (b) if sent by pre-paid first class post or recorded delivery, at 9:00 am on the second business day after posting; or (c) if sent by fax or email, on the day of transmission if sent before 5:00 pm and on the next business day after transmission if sent at or after 5:00 pm (provided in both cases that no "out of office auto-reply" or delivery failure message is received in response by the sending party).

17. Confidentiality

17.1 The Møller Institute agrees that our consultants will not disclose any technical or commercial information, invention or confidential matter in the nature of a trade secret with which they may become familiar during the course of this work with you. Information which is already in the public domain and freely available shall be excluded from this restriction.