Terms and Conditions applicable to the Imperial College Business School Summer School

1. Definitions

1.1 When the following capitalised words are used in these Terms and Conditions, this is what they will mean:

“Application” means your application for a place on the Course as submitted online via the link at https://imperialuk.elluciancrmrecruit.com/Apply/Account/Login?ReturnUrl=/Apply/

“Course” means the Imperial College Business School Summer School in respect of which you have submitted an Application;

“Event Outside Our Control” has the meaning given to it in Clause 12.2;

“Confirmed Place” means your place on the Course in respect of which you have received a confirmation of booking from us;

“Imperial College” means Imperial College of Science, Technology and Medicine of Exhibition Road, London SW7 2AZ, UK;

“Place Offer” means our offer to you of a place on the Course which will be confirmed only when we have received notice of your acceptance of the Place Offer and you have paid the Tuition Fee within the deadlines we have given you to do so;

“Terms and Conditions” means the terms and conditions set out in this document; and

“Tuition Fee” means the tuition fee for the Course only, payment of which will be one of the conditions for your receiving a Confirmed Place.

1.2 When we use the words “writing” or “written” in these Terms and Conditions, this will include e-mail communications unless we say otherwise.

2. Our Contract with you

2.1 These are the terms and conditions on which Imperial College shall deliver the Course to you. The Tuition Fee does not include any accommodation or social activities that you might arrange with Imperial College in connection with the Course. Any such accommodation or social activities will be subject to separate terms and conditions.
2.2 Please ensure that you read these Terms and Conditions carefully and check that the details on your Application are complete and accurate before you submit your Application.

2.3 Your Course and your place on it will be subject to Imperial College’s Short Course Regulations (www.imperial.ac.uk/about/governance/academic-governance/regulations). In the event of any conflict between Imperial College’s Short Course Regulations and these Terms and Conditions, Imperial College’s Short Course Regulations shall take precedence to the extent of such conflict.

2.4 After submitting your Application, you will receive an email from us acknowledging receipt of your Application and (either at the same time or separately) confirming that you have either received a Place Offer or that we have rejected your Application.

2.5 If we confirm that you have a Place Offer, you will have seven days from the day we confirm your Place Offer to pay the Tuition Fee and indicate your acceptance of these Terms and Conditions, or your Place Offer will lapse. When you have paid the Tuition Fee and indicated your acceptance of these Terms and Conditions, you will have accepted the Place Offer and we will confirm that you have a Confirmed Place. The contract between you and Imperial College shall come into force when you have paid the Tuition Fee and have indicated your acceptance of these Terms and Conditions before the deadline set out in this clause. Receipt of a Place Offer does not therefore indicate the existence of a contract between you and Imperial College.

2.6 This contract shall terminate at the end of the Course unless it is terminated early by you or us.

3. Details of the Course

3.1 The details for the Course are set out on our website and in any materials we have sent you.

3.2 By signing up for the Course, you are not a “student” within the meaning of our regulations. Such documents do not apply to this contract and you are not enrolled or registered with Imperial College as a student.

4. Your Obligations and Responsibilities to us

4.1 In addition to (and without limiting) your other obligations under this contract, you must:

(a) ensure that the Course is appropriate and suitable for you, taking into account your objectives and your competencies;
(b) be competent in the language of instruction for the Course (which will be English);

(c) obtain required materials for the Course (for which there may be an additional charge);

(d) have a laptop or tablet including a functioning webcam and microphone through which to access Course content, materials and online assessments; and

(e) have the right to enter, live and study in the United Kingdom and comply with all necessary visa requirements in relation thereto.

4.2 We are not responsible for (and do not accept any liability for) any losses, costs, expenses, refunds or wasted fees if you fail to meet your obligations under this Clause 4.

5. Tuition Fee and Payment

Payment of the Tuition Fee must be made in GB Pounds Sterling. Subject to Clause 6.4, any currency conversion costs or other charges that you or we incur in making a payment or in processing a refund shall be borne by you, and shall not be deductible from the Tuition Fee due to Imperial College. We accept payment of the Tuition Fee by a third party or sponsor, but you will remain personally responsible and liable for all your obligations under these Terms and Conditions. Payment of the Tuition Fee by a third party or sponsor does not constitute a contract between Imperial College and that third party or sponsor. You will remain liable to us directly even if the third party or sponsor fails to pay the Tuition Fee.

6. Your Rights to Cancel and Applicable Refund

6.1 Cooling off. You have the right, without giving any reason, to cancel our contract within 14 days following our confirmation of your Confirmed Place in accordance with Clause 2.5, provided that we receive your notice of cancellation before the start date of the Course. This cooling off period will expire after 14 days. To exercise the right to cancel during the cooling-off period, you should inform us by email of your decision to cancel by a clear statement. You will receive a full refund, except where we confirm that you have a Confirmed Place within 14 calendar days of the start date of the Course, in which case you will need to pay our reasonable costs including the costs of dealing with you and the costs of any portion of the Course that has already taken place.

6.2 Your general right to cancel. You have the right to cancel your Confirmed Place at any time after the cooling-off period in Clause 6.1 has expired but you will not receive a refund of the Tuition Fee you paid if you do this.
6.3 To cancel your Confirmed Place, please inform us in writing by emailing the Admissions Coordinator at summerschool@imperial.ac.uk.

6.4 In the event of a cancellation under Clause 6.1 any currency conversion costs or other charges incurred in refunding the Tuition Fee shall be borne by you and shall be deducted from the refund.

7. Our Rights to Cancel and Applicable Refund

7.1 We may cancel the Course (and therefore your Confirmed Place):

(a) due to an Event Outside Our Control; or

(b) if the Course fails to meet the minimum recruitment level by four weeks preceding the start date of the Course. We will contact you promptly if this happens.

7.2 If we have to cancel the Course under Clause 7.1 and you have a Confirmed Place, subject to availability we will offer you a place on an alternative course run by Imperial College Business Summer School (the ‘Replacement Course’). We cannot guarantee that the Replacement Course will be substantially the same as the Course in terms of its content, mode of delivery or duration. If you accept the offer to participate in the Replacement Course, we will not refund any part of the Tuition Fee that you have paid. If you do not accept the offer, we will refund the Tuition Fee. However, we do not accept responsibility for any costs or losses incurred by you which you claim to have arisen as a result of cancellation of the Course. You are strongly advised to take out insurance against cancellation of the Course, for instance if your travel or accommodation costs are likely to be substantial.

7.3 Where we have already started to deliver the Course by the time we have to cancel under Clause 7.1(a), we will refund you a pro-rata amount of the Tuition Fee.

7.4 We may cancel this contract at any time with immediate effect by giving you written notice if you breach these Terms and Conditions or Imperial College’s Short Course Regulations in any way and, if your breach is capable of correction, you do not correct or fix the situation within the deadline we give you for doing so. When this contract is cancelled under this Clause 7.4, your Confirmed Place will be automatically terminated and you will not receive any refund of the Tuition Fee you have paid.

8. Effect of Cancellation

If your participation on the Course is cancelled by us or by you, without restricting our ability to take any other action against you that we have the right to take:
(a) we will be entitled to require you to stop studying on the Course;

(b) you may not be entitled to any certificate or transcript in relation to the Course; and

(c) you will immediately return to us any ID card issued to you at the beginning of the Course and any other Materials owned by us.

9. Academic Credit, Delivery Mode, Attendance and Conduct

9.1 To successfully pass the Course, you must achieve a minimum overall score of at least 40% (this is the average of coursework and examination marks) and have attended over 80% of the Course.

9.2 Subject to relevant government guidance and regulations, we will deliver the Course in-person. However, we reserve the right to change the mode of delivery of the Course in accordance with relevant government guidance and regulations.

9.3 If you successfully complete all Course assessments including the final exam, Imperial College will award you 7.5 ECTS at first cycle/Level 6 FHEQ. The institution with whom you are enrolled will determine whether such credit should count towards any programme they administer. If you do not wish to be eligible for such credit, you will not be obliged to sit the final exam. Please note that you will not receive a degree, academic award or qualification from Imperial College if you successfully complete the Course.

9.4 You shall conduct yourself appropriately at all times during delivery of the Course, and in particular in accordance with Imperial College’s Short Course Regulations. We reserve the right to exclude you from the Course or take such other action as we deem appropriate if you behave in an unacceptable manner. In such cases you will not be entitled to a refund of all or any part of the Tuition Fee.

10. Deferral

You do not have a right to defer or delay from the Course to a later or alternative programme. Any deferrals are entirely at our discretion. If you wish to cancel your place on the Course, please see your right to do so under Clause 6.

11. Liability and Insurance

11.1 Imperial College is not responsible for any loss or damage that is not foreseeable by both parties when we formed this contract nor for any losses that were not caused by any breach by us. We deliver the Course to you for your private use for your personal development and enjoyment. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity arising from any breach of contract or negligence on our part. Except to the extent
that liability may not be excluded under applicable laws, our maximum liability to you (whether or not arising in negligence) is limited to the Tuition Fee. We do not exclude or limit in any way our 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.

11.2 Imperial College does not provide insurance for its students. Consequently, Imperial College recommends that you investigate personal insurance coverage, particularly in respect of your personal possessions and medical expenses. The following link may assist you in understanding medical services in London: https://www.nhs.uk/nhs-services/visiting-or-moving-to-england/how-to-access-nhs-services-in-england-if-you-are-visiting-from-abroad/

11.3 You will be responsible for any damage you cause to us (including but not limited to furniture, fixtures, fittings and equipment).

12. Events Outside Our Control

12.1 We will not be in breach of this agreement, liable or responsible for any failure to perform, or delay in performance of, any or any part, of our obligations under these Terms and Conditions that is caused by an Event Outside Our Control.

12.2 An Event Outside Our Control means any act or event beyond our reasonable control, including but not limited to strikes, riot, invasion, terrorist attack or threat or terrorist attack, war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, failure of public or private telecommunication networks, lack of availability of Imperial College faculty members, or Government-imposed restriction, guidance or legal requirement.

12.3 If an Event Outside Our Control arises that prevents or delays our performance of any of our obligations under this contract, we shall either cancel the Course under Clause 7.1 and provide you with a refund under Clause 7.2 or part refund under Clause 7.3 or, to the extent reasonably practicable in the circumstances, continue to deliver the Course (including by providing the Course remotely) during the continuance of the Event Outside Our Control. Provided that we have acted reasonably and prudently to prevent and/or minimise the effect of the Event Outside Our Control, we will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the Event Outside Our Control.

13. Changes to the Terms and Conditions and Changes to the Course

13.1 We may at our 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.
13.2 If we have to vary these Terms and Conditions under Clause 13.1, we will give you at least one month’s written notice of any significant changes.

13.3 All reasonable efforts will be made to deliver the Course as outlined in the Course Specification and on the website. However, in accordance with Clause 9.2, Imperial College reserves the right to make reasonable changes to the specifications of the Course, including but not limited to mode of delivery, the Course structure, content, academic or other staff delivering, organising or assessing the Course, and the keynote speakers.

14. Visual and/or Audio Recordings

Except where we agree otherwise, visual and/or audio recordings of lectures and other learning and teaching activities by participants of the Course are prohibited and may be destroyed.

15. How we may use your Personal Information

15.1 We will use your personal data:

(a) for standard administrative processes. More information about these administrative purposes can be found on the following Our webpage: ICL Guide 10 - Use of data for College purposes.

(b) to process your Tuition Fee payment; and

(c) to inform you about similar products or services that we provide (where you consent to us doing so), but you may stop receiving these at any time by contacting us.

For a full breakdown about the data that will be collected and how it will be used by Imperial College please see our Students and prospective students - Privacy Notice.

15.2 Any processing of personal data or special category data by us will be done so in accordance with the principles laid down in the Data Protection Act 2018, UK GDPR and related legislation, as described in our Data Protection Policy and supporting documentation. Further information on Data Protection is available on our webpage at: https://www.imperial.ac.uk/data-protection/.

15.3 Under data protection legislation you have a right to access a copy of the data held about you by us by contacting Imperial College via the Subject Access Team, Level 4 Faculty Building, Imperial College London, South Kensington, London, SW7 2AZ, UK. Further information about how to go about submitting such an application, as well as Our Data Protection Policy and related Codes of Practice and Guidance,
can be accessed on Our webpages at: Subject Access Requests | Administration and support services | Imperial College London.

15.4 Our registration with the Information Commissioner's Office can be found at: https://ico.org.uk/ESDWebPages/Entry/Z5940050.

15.5 If you have any questions about your rights or how your personal data is used by us, you should contact the Data Protection Officer, Level 4 Faculty Building, Imperial College London, South Kensington, London, SW7 2AZ, UK.

16. Intellectual Property

All intellectual property rights in works or materials provided by Imperial College to you as part of the Course ("the Materials") shall remain the property of Imperial College, its staff, its tutors or its licensors as appropriate. You are only permitted to use the Materials for your own personal use and are not permitted to copy, circulate or make them available to anyone without our consent. We grant you permission to use the Materials for the purposes of your personal private study but not for any other purpose.

17. Complaints

If you have any complaints in relation to the Course, please contact us by emailing the Summer School Programme Team at ib.summer@imperial.ac.uk.

18. Assignment

This contract is personal to you and you may not assign or transfer your rights and obligations under it to any other person. Your Confirmed Place on the Course is non-transferable.

19. Third Parties

This contract is between you and us. Neither party intends any of these Terms and Conditions to be enforceable by any person who is not a party to this contract.

20. Governing Law and Jurisdiction

20.1 This contract is governed by English Law and either you or us must bring legal proceedings in respect of this contract in the English courts.

20.2 If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect
our right to enforce the rest of this contract.