

**TERMS AND CONDITIONS FOR ALLIANCE MANCHESTER BUSINESS SCHOOL  
EXECUTIVE EDUCATION PROGRAMMES**

1. In these terms and conditions the following expressions have the following meanings:

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| <b>“MBS”</b>                 | Alliance Manchester Business School (Alliance MBS), The University of Manchester   |
| <b>“client”</b>              | The person, organisation or company responsible for booking and payment of the programme   |
| <b>“organisation”</b>        | The organisation which books a place on an Alliance MBS programme for one or more of its employees. Where the place(s) are paid for by an organisation, the organisation is the “client” |
| <b>“programme”</b>           | The programme, event or conference referred to in Alliance MBS’ booking confirmation   |
| <b>“programme fee”</b>       | The fee for the programme which the client accepts when booking  |
| <b>“terms”</b>               | These terms and conditions   |
| <b>“working day”</b>         | Monday to Friday excluding bank and public holidays in England   |
| <b>“cancellation period”</b> | 14 working days starting on the day after Alliance MBS send the client a booking confirmation  |

**Booking**

2. Bookings for Alliance MBS programmes must be made online. Where an organisation makes a booking for one or more employees, then: (a) this contract is between Alliance MBS and the organisation; (b) the organisation must require each employee to observe and comply with these terms; and (c) if any employee of the organisation breaches these terms then it will be treated as a breach by the organisation. Each booking is subject to availability and is only binding once Alliance MBS sends an email confirmation that the booking is accepted. Please note that the booking will remain provisional until Alliance MBS receives payment.

**Statutory right to cancel**

3. The client has a statutory right to cancel the booking within 14 working days starting on the day after Alliance MBS send the client a booking confirmation (‘cancellation period’). To cancel, the client must send Alliance MBS a clear statement in writing, preferably via email. Alliance MBS will refund any programme fees already paid by the client within 60 days after the day on which Alliance MBS receives notice of the client’s decision to cancel the booking. If the client cancels within the cancellation period and before the programme starts Alliance MBS will pay a full refund. If the client cancels within the cancellation period and during the programme, Alliance MBS will only refund the difference between the full programme fee and the amount Alliance MBS calculates to reflect the proportion of the programme which has taken place.

**Cancellation of booking**

4. Should the client decide to cancel their booking, the table below sets out the percentage of the programme fee which is payable. Where the client has already paid Alliance MBS more than the payable programme fees set out in the below table, the amount overpaid will be refunded to the client.

If the client has transferred (see clause 6.) to the programme which they are cancelling then no refund will be payable.

#### Percentage of programme fee payable on cancellation

- 0% of the programme fee where Alliance MBS receives notice of cancellation (a) before the programme starts and (b) within the cancellation period
  - Where Alliance MBS receives notice of cancellation (a) during the programme and (b) within the cancellation period, Alliance MBS will calculate the percentage of the programme fee which is payable based on the proportion of the programme which has taken place.
  - 50% of the programme fee for the programme where Alliance MBS receives notice of cancellation (a) more than 30 working days before the programme starts and (b) not within the cancellation period
  - 100% of the programme fee where Alliance MBS receives notice of cancellation (a) after the cancellation period and (b) either (i) the programme has already taken place or started; or (ii) 30 or fewer working days before the programme starts; or (iii) the client fails to attend the programme.
5. Notwithstanding the terms in clause 4. the client may cancel their booking on the programme and receive a full refund of the programme fee by giving Alliance MBS written notice if Alliance MBS is in serious breach of any of its obligations to the client and either (i) such breach is incapable of correction; or (ii) where such breach is capable of correction, Alliance MBS fail to correct it within 14 days of the client requesting Alliance MBS in writing to do so.

#### Transfers

6. The client may not request transfer to a later iteration after commencement of the programme. The client may transfer if the following conditions are satisfied:
- (a) The client has settled the original invoice by the due date.
  - (b) The client gives Alliance MBS notice of their request in writing at least 30 days prior to the commencement of the original start date.
  - (c) Places are available on the programme to which the client wishes to transfer.

Transfers will only be permitted on one occasion. Once the client has transferred, they cannot transfer again and will not be refunded the programme fee if they fail to attend the date to which the booking was transferred to.

#### Payment

7. The client must pay each invoice issued by Alliance MBS within 30 days starting on the date of receipt or 7 days before the Programme starts, whichever is earlier.

Alliance MBS reserves the right to exclude delegates if the programme fee remains unpaid. Please note that if the client books space on any programme within 30 days before the programme is due to start, then payment is due immediately.

#### Behaviour and conduct policy

8. Respectful behaviour is expected throughout the length of the programme. Alliance MBS reserves the right to ask groups or individuals to leave the venue if their conduct is deemed unreasonable. We ask that delegates arrive for lectures/seminars at the stated time, and if unable to do so that they make contact with the Programme Administrator as soon as

possible. Alliance MBS reserves the right to withdraw the client from the programme if they are deemed to do anything unlawful, malicious or discriminatory or which causes nuisance, offence or annoyance to us, or any other person or which damages the reputation of Alliance MBS and/or the University of Manchester. No refund of programme fees is payable where the client is withdrawn on such grounds.

9. Alliance MBS reserves the right, without incurring any liability to the client, to alter any or all of the content, lecturers, timing and venue for the programme for any reason beyond our control.
10. Alliance MBS may cancel, suspend or terminate the programme if any circumstances beyond their control prevent or delay its delivery (including but not limited to staff shortage) or if delegate numbers fall below a sustainable/viable level. Apart from the return of the programme fees already paid, Alliance MBS will not have any liability to the client for any loss or damage suffered or incurred as a result of the cancellation, suspension or termination of the programme, including but not limited to any increased costs or expenses or any loss of profit, business, or contracts, or any special, indirect or consequential loss or damage.
11. All intellectual property used or created by or for Alliance MBS in the design and delivery of the programme (including but not limited to methods, techniques and processes) and in programme materials are the property of Alliance MBS, and the client undertakes and warrants that they shall not copy or reproduce the whole or any part of it other than for their own personal study purposes, nor transfer the whole or any part of it to any person.
12. By booking on the programme, the client is deemed to agree these terms. These terms constitute the whole agreement between the client and Alliance MBS regarding the programme and all other terms are excluded. The client has not been induced to make a booking by any statement which is not set out in the booking form, these terms or elsewhere on the Alliance MBS website. The booking will be governed by English law and all disputes relating to the booking will be referred exclusively to the English courts.
13. Notices from the client under these terms must be given in writing by email or post (contact details are accessible on the Alliance MBS website). If any term is held to be invalid in whole or in part, then that will not affect the validity of the remaining part of such term or any of the other terms. No variation to these terms will be effective unless agreed in writing by Alliance MBS. In these terms words in the plural include the singular and vice versa.
14. Views and opinions expressed by lecturers during the programme are the views and opinions of those lecturers and Alliance MBS will not be liable for any loss or damage arising out of such views and opinions.