

## LSE Open Enrolment Executive Programmes

### Terms and Conditions

#### 1. Definitions

1.1 In these terms and conditions, the following definitions apply:

**Commencement Date:**

the date on which we begin to run events, teaching or otherwise, for Your Programme.

**Contract:**

the legally binding arrangement that You and We enter into when You accept a place on one of Our Programmes. The terms of the Contract are set out in these terms and conditions, as well as the other relevant documents to which they refer.

**Intellectual Property Rights**

patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill, and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information.

(Including know-how), 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.

**Programme:**

The taught or research-based programme of study on which You will be registered and to which these terms and conditions below apply.

**Sponsor:**

any third party which may pay Your Tuition Fees.

**The Executive Programme Office:**

the office at the London School of Economics and Political Science which is responsible for the running of Your Programme.

**Tuition Fees:**

the Tuition Fees that You owe Us for the teaching, administration and other academic services related to Your Programme.

**'We', 'Us' and 'Our':**

the London School of Economics and Political Science, with whom You will be entering the Contract.

**'You' and 'Your':**

You, the student, who will be attending the Programme.

## **2. Admissions**

2.1. You will be given an Offer email and Your Offer of a place on our Programme will be accepted once You pay the tuition fees whereby You will be sent an acceptance email to confirm tuition fees have been paid. On acceptance You enter in to a legally- binding contract with Us. This Contract requires You to abide by these terms and conditions set out below, as well as any of Our policies, procedures, rules and regulations and academic requirements that are relevant to Your Programme. In the event that the provisions of these terms and conditions conflict with the provisions of any other documents forming part of the Contract, then these terms and conditions will take precedence.

2.2. Your acceptance of the offer of a place on the Programme will indicate to Us that You have sufficient funds to pay the required Tuition Fees, as well as Your living expenses for the duration of the Programme. We will hold You liable for Your Tuition and any other Fees which You may owe Us.

2.3. We reserve the right to withdraw any offer that We have made to You, or terminate the Contract You have accepted, if it becomes apparent that Your application is inaccurate or incomplete.

## **3. Tuition Fees**

3.1. Tuition Fees and information in relation to how to pay for Your Programme can be found at [www.lse.ac.uk/exec](http://www.lse.ac.uk/exec). We will send You an invoice for Your Tuition Fees which You must pay within twenty-eight (28) calendar days of Your receiving it or, if such invoice is issued less than 8 (eight) weeks prior to the commencement of the Programme, You agree to pay such invoice immediately upon receipt.

3.2. We accept payment of Your Tuition Fees by a Sponsor, but will consider You to be responsible, and therefore liable, for Your Tuition Fees. We will withdraw Your place and terminate the contract between You and Us if Your Sponsor fails to pay Your Tuition Fees by the required deadline.

## **4. Cancellation Period**

4.1. As You have agreed and entered into the Contract with Us by means of distance communication, You may terminate the Contract and withdraw from the Programme within fourteen (14) calendar days which begins the day after You receive an acceptance email confirming that We have received Your Tuition Fees and the Contract has formed, from the date on which You accepted the offer of a place (in accordance with Section 3.1) and formed the Contract. This fourteen (14) day period is known as 'the Cancellation Period'. If You wish to terminate the Contract, You must notify Us by writing to [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk) within the Cancellation Period. We will issue a refund for Tuition Fees which You have paid to Us within sixty (60) calendar days of such notice of cancellation being received.

4.2. Except in the case of deferral from a previous year (Section 6), We operate the following policy on refunds after the Cancellation Period:

4.2.1. We will refund one hundred per cent (100%) of Your Tuition Fees, save for a one hundred pounds (£100) application fee, if You decide to cancel Your place after the Cancellation Period, by writing to Us at [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk) no later than forty-six (46) calendar days before the Commencement Date;

4.2.2. We will refund seventy-five per cent (75%) of Your Tuition Fees if You write to Us within forty-five (45), but no later than thirty (30) calendar days, before the Commencement Date; and

4.2.3. We will refund fifty per cent (50%) of Your Tuition Fees if You write to Us within twenty-nine (29), but no later than fifteen (15), calendar days, before the Commencement Date; and

4.2.4. We will not refund Your Tuition Fee if you provide notice of cancellation less than fifteen (15), calendar days, prior to the Commencement Date.

4.2.5. All fees will be refunded to the source account in GBP.

4.3. If a Sponsor is paying Your Tuition Fees and You have to withdraw, Your Sponsor may nominate another person to take Your place. We will assess this person's application against Our normal entry requirements. You will be bound by these terms and conditions until We have offered, and the other person has accepted, what would have been Your place on a Programme.

## **5. Delivery of the Programme**

5.1. In exceptional circumstances, We may consider it appropriate to cancel or significantly change the Programme. We will not refund any Tuition Fees which You may have paid to Us if such cancellation or variation of the Programme is as a result of a Force Majeure event i.e. the occurrence of extraordinary events or circumstances beyond Our reasonable control, including but not limited to the unavailability of key academic staff, unavailability of key resources, withdrawal of third party grant of funding, acts of God, terrorism, industrial disputes (including industrial disputes from Our employees), fire, flood, tempest, epidemics, pandemics and national emergencies. However, we will instead use our reasonable endeavours to re-schedule Your Programme or defer Your completion of it, in accordance with Section 7.1.

5.2. We will notify You of a cancellation or significant change to Your Programme, and the options which are available to You, by writing to Your contact email address by no later than three weeks prior to when Your Programme is due to begin. You must notify Us of the option (from the following list) that You wish to take by writing to Us at [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk) within five (5) working days of Your receiving Our notification. The options will normally include the following:

- continuing with Programme in spite of significant changes to it and provided We deem You to be suitably qualified;
- deferring to the next presentation of the Programme, if the dates for this are confirmed;
- transferring to another Programme for which we deem You to be suitably qualified; or
- cancelling Your application and refunding Your Tuition Fees if the cause has been due to low enrolments.

5.3. We strongly advise You to take out an appropriate level of travel and health insurance to cover the cost of Your accommodation and travel, as well as any other expenses, included treatment for ill-health and personal injury, for which We will not be liable.

5.4. If You are dissatisfied with any aspect of Your Programme and believe that You are unable to resolve the matter informally with a relevant member of staff, then You should use the [LSE Complaints Procedure](#).

## **6. Deferral or Transfer of Programme**

6.1. You may, at any point before, but not on or later than the last working day prior to the Commencement Date of Your Programme, notify Us in writing that You wish to transfer to a different Programme or to defer Your entry to the Programme to the following year.

6.1.1. You will not be charged, if You decide to defer Your place after the Cancellation Period, by writing to Us at [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk) no later than forty-six (46) calendar days before the Commencement Date;

6.1.2. You will be charged ten per cent (10%) of Your Tuition Fees if You write to Us within forty-five (45), but no later than thirty (30) calendar days, before the Commencement Date; and

6.1.3. You will be charged twenty-five per cent (25%) of Your Tuition Fees if You write to Us within twenty-nine (29), but no later than fifteen (15), calendar days, before the Commencement Date; and

6.1.4. You will be charged fifty per cent (50%) of Your Tuition Fees if you notify us less than fifteen (15), calendar days, prior to the Commencement Date.

6.1.5 For all course deferrals to the next calendar year, in addition to any deferral fees, You will be required to pay the difference between the Programme fees for the two years.

6.2 We will consider Your request to transfer in light of Your application and the numbers of students on the Programme from, and to which You wish to transfer. In some cases, it may not be possible to defer Your Programme, for example if We do not intend to run it the following year. We will endeavour to notify You of Our decision within five (5) working days of receiving Your request. If we are unable to transfer your registration, then you will be considered to have cancelled your place on the programme and our cancellation clause will apply (as in Clause 4).

6.3 By accepting such deferral of Your entry to the Programme, you accept that the refund policy (Section 4.2) will not be applicable during the year which You transfer entry to. All other conditions of Our Terms & Conditions would still apply during the year which you transfer entry to including your compliance with Our Ethics Code, Data Protection Policy, Conditions of Use of IT Facilities, Discrimination, Harassment and Bullying Policy, and Disciplinary Procedure (Section 7.1.2).

## **7. Your Responsibilities**

7.1. By accepting the offer of a place on the Programme, You agree to:

7.1.1. make Your Sponsor (if You have a Sponsor) aware of these terms and conditions, particularly those in Sections 4, 5 and 6.

7.1.2. abide by any of Our relevant rules, regulations, policies, and procedures, which include but are not limited to Our:

- [Ethics Code](#), which requires You to at all times uphold the principles of Responsibility and Accountability, Integrity, Intellectual Freedom, Respect, Collegiality and Sustainability
- [Data Protection Policy](#)
- [Conditions of Use of IT Facilities](#) at LSE
- [Discrimination, Harassment and Bullying policy](#)
- [Disciplinary Procedure](#) for Students

Failure to abide by these policies and regulations, may result in termination of this Agreement and your removal from the programme without your fees being refunded.

7.1.3. abide by any statutory requirements, including those relating to any visa obligations which may be placed upon You;

7.1.4. notify Our Executive Programme Office of any periods of absence from Your Programme;

7.1.5 notify Us of any disabilities which You might have to enable Us to put in place any reasonable adjustments to enable You to access Our services during Your Programme; and

7.1.6 accept that we may record any lectures or classes for promotional purposes or to enable Us to monitor teaching, unless You notify Us otherwise in writing prior to the Commencement Date.

## **8. Our Responsibilities**

8.1. Save for the reasons set out in Section 6 of this document, We will use Our reasonable endeavours to deliver the Programme to you as it is set out in Our prospectus.

8.2. We will grant You access to academic services, including use of Our library and IT facilities. In the event that we are unable to grant you access to LSE's physical IT and library facilities we will endeavour to grant you access the necessary resources via remote access.

8.4. We will endeavour to resolve any issues, concerns or complaints which You bring to Our attention as efficiently and thoroughly as is possible in the circumstances.

8.5. We will comply with all relevant legislation, which includes the Data Protection Act 2018 and The UK General Data Protection Regulation, which is reflected in Our Data Protection Policy (see Section 12).

## **9. Liability**

9.1. We will be liable for refunds of Tuition Fees paid, as explained in Sections 5 and 6 of these terms and conditions, as well as any costs and expenses relating to death or personal injury that is caused by failure or negligence on Our part.

9.2 For the avoidance of doubt, Our liability to You, if found to be liable in respect to the provision of Your Programme, the cancellation, postponement or amendment of any Programme, any negligence on Our Part or breach of the Contract or total amount of tuition fees paid by You in relation to the Programme arising in any other way in relation to these Terms and Conditions is limited to the full Tuition Fees paid in accordance with Your Contract.

9.3 We will not be liable for any damage, loss, personal injury or other costs or expenses which are incurred because of any unlawful, unreasonable or unwarranted action, behaviour, omission or decision by You or a third party. We will also not be liable for indirect and consequential losses.

9.4. You will be liable for any damage or loss which We incur as a result of any unlawful, negligent, breach of these terms and conditions, unreasonable or unwarranted action, behaviour, omission or decision on Your part.

9.5. You will be liable for the payment of Your Tuition Fees by the specified deadline in Your Tuition Fee invoice.

## **10. Intellectual Property**

10.1. As the 'Creator' of Your academic work, You will normally own the Intellectual Property Rights to it, provided such work has been solely created by You and does not infringe any third party Intellectual Property Rights (We shall have no liability in respect of such Intellectual Property Rights). More information is available on the School's website at:

- [Intellectual property policy](#)

10.2. All Intellectual Property Rights created and/or materials used by LSE in the course of the Programme (including but not limited to learning materials, slides or handouts) shall vest in and remain vested in LSE absolutely.

If You intend to use any of these Materials for a purpose unrelated to that set out under these terms and conditions, then You must seek written consent from LSE.

Otherwise, You must not use any such Materials provided by LSE for any other purpose than the ones set out in these Terms and Conditions. You will not be permitted to use the Materials for any commercial purposes, to present it as Your own intellectual property or on social media without the written consent of LSE.

## **11. Personal Information**

11.1. We will comply with the Data Protection Act 2018 and The UK General Data Protection Regulation. Unless You inform Us otherwise.

11.2. You accept that we may collect and process certain information on students for essential administrative, academic and health and safety reasons.

11.3 Information is collected for the purpose of managing Your contract/registration with the School and to support the School's public task of teaching and learning. Your data will be treated in strict confidence in accordance with legislation stated.

11.4. In particular, We will use Your personal information for its approved purposes only, and will not pass it to unauthorized third parties without Your explicit consent. You will be informed if any of Your personal data is being stored in any new systems and is transferred to any countries without similar data protection laws. You will also be informed if any data is being processed automatically. More information can be read here: [LSE's Privacy Policy](#).

11.5 As mentioned on your application, we will retain Your personal information to contact You with marketing information and other School-related information that We would normally send to Our alumni. If you wish to opt out of this activity, please email [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk)

We will ask You to complete anonymous evaluation surveys at the end of Your Programme, the results of which We will circulate to relevant members in the School and externally for marketing purposes unless You write to Us to tell Us otherwise. We may use video and photographic images of Your Programme for promotional campaigns and to engage with the wider community. If video and photographic images are taken during Your Programme You will be given the option of declining Your participation in these activities.

## **12. Termination**

12.1. This Contract will automatically terminate on expiry when you complete your Programme of Study. We will terminate Your contract and registration with Us if we consider You to be in breach of any of these terms and conditions, which includes You not complying with other relevant rules, policies, procedures, regulations and academic requirements, including those listed below:

12.1.1 You voluntarily withdraw from Your programme;

12.1.2 You are expelled under the Disciplinary Procedure for Students, the Regulations on Assessment Offences: Plagiarism or the Regulations on Assessment Offences: Offences Other Than Plagiarism;

12.1.3 any other good academic cause;

12.1.4 You fail to pay all Tuition Fees and charges due to the School or to have provided guarantees of such payment satisfactory to the School.

12.2 We may also terminate or attempt to re-schedule the Programme if a Force Majeure event arises as set out in clause 5.1

### **13. General**

13.1. Any waiver of, or failure to enforce the terms or conditions of this Contract will not mean a continual waiver or prevent enforcement in future.

13.2 The terms and conditions of the Contract shall not be enforceable by any party who is not a party to it.

13.3 The Contract and any dispute of claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

13.4 The Contract constitutes the entire agreement between You and Us and supersedes all previous agreements between You and Us, whether written or oral.

### **14. COVID-19**

14.1 LSE is committed to giving all participants a full refund of their tuition fees if they are unable to travel to London because of COVID-19 (for example, if you test positive, need to self-isolate or cannot travel due to a travel ban).

14.2 The client may transfer their participation from the scheduled programme to the next available cohort without incurring an extra charge, if the participant decides to defer their place due to COVID-19 restrictions please contact us at [exec.courses@lse.ac.uk](mailto:exec.courses@lse.ac.uk).

Confirmation of enrolment on the new course will be subject to availability.

End