

KIHA

Kepler International Hospitality Academy Limited Senior Executive Leadership Programme – Terms & Conditions

ENROLMENT, CONFIRMATION & FEES

A Participant's place is confirmed only when:

- the Participant has completed and signed the Participation Confirmation; and
- KIHA has acknowledged or countersigned the Participation Confirmation in writing.

The Programme fee for the 2026/2027 Programme is £9,750 (GBP), no VAT will be charged or any other applicable sales taxes.

No deposit is required when a Participant submits the Participation Confirmation. The Programme fee will be invoiced and is payable in accordance with the due dates on the invoice, or a separate written payment schedule agreed between KIHA and the Participant or Payer, which may include a deposit where agreed. A written payment schedule takes priority over the general invoicing terms in these Terms & Conditions.

If an invoice remains unpaid after its due date, KIHA will give the Payer written notice and a reasonable opportunity to make payment. If payment remains outstanding, KIHA may suspend or withdraw the Participant's place.

Payment should be made via KIHA's approved payment provider; details will be provided at the time of registration.

The Programme fee covers all activities within the curriculum, including tuition, coaching, in-module breaks, local travel, one special dinner event per module, and course documentation. Optional activities with additional costs may be offered outside the curriculum. Unless stated otherwise, the fee does not include travel to and from the host cities, meals outside the Programme, accommodation, personal incidentals, health insurance, or other costs arising before or during the course. Any additional costs KIHA incurs on a Participant's behalf will be passed on and must be reimbursed in full.

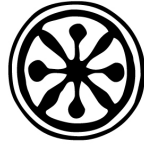
KIHA does not provide travel, health, or personal injury insurance to participants. We recommend that participants arrange suitable insurance at their own initiative and cost.

CANCELLATION & WITHDRAWAL

Cancellation by You During the Cooling-Off Period

You have the right to cancel your enrolment for any reason within fourteen (14) days starting the day after your registration date (the "Cooling-Off Period"). If your Participation Confirmation is signed within 14 days of the course start date, there is no Cooling-Off Period.

To cancel, let us know before the end of the Cooling-Off Period by emailing sh@learnkepler.com with a clear statement of your decision. Where the Cooling-Off Period would otherwise end on a Saturday, Sunday or UK public holiday, it will be extended to our next working day.



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We will refund any fees paid without undue delay, and in any event within fourteen (14) days of being informed of your cancellation, using the same payment method you used, unless we agree otherwise. You will not incur any fee as a result of the refund.

Cancellation by You (Other than During the Cooling-Off Period)

If you cancel after the Cooling-Off Period has expired, we are not obliged to offer you an alternative course, but may choose to do so at our discretion (in line with the Equality Act 2010), on terms we specify, for example a response deadline or a different fee.

KIHA may, at its discretion, refund course fees in serious, unforeseen circumstances such as serious illness or bereavement. Any such refund will use the same payment method as the original transaction, unless we agree otherwise.

All cancellation requests must be made in writing to sh@learnkepler.com. You may be able to defer your enrolment instead of cancelling. Where appropriate, Kepler Academy may consider a deferral of enrolment as an alternative to cancellation. Any deferral request will be considered on an individual, case-by-case basis and is subject to approval.

INVOLUNTARY WITHDRAWAL

If you are asked to leave a course as a result of disciplinary issues, non-payment of fees, or non-attendance, KIHA will not refund any fees.

EVENTS OUTSIDE OF OUR CONTROL

KIHA is not liable to you for delays or cancellations caused by events outside our reasonable control that we could not have foreseen or prevented — for example, strikes, severe weather, fire, civil unrest, war, terrorism, natural disaster, epidemic or pandemic disease, government restrictions, or failure of public utilities or transport.

If such an event happens, KIHA may change or cancel part or all of the Programme, and we will take reasonable, proportionate steps to reduce the impact on you.

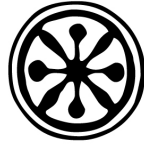
We'll always do our best to deliver your Programme as described in our brochure, but may occasionally need to make significant changes — for example, because of a change in law or regulation, staffing changes, low enrolment, or safety concerns. If a change significantly and adversely affects you and you no longer wish to continue, you may apply for a refund of your course fee, granted at KIHA's discretion. KIHA is not liable for other expenses or losses arising from a course change or cancellation.

MODE OF INSTRUCTION

If face-to-face teaching needs to be modified, reduced or cancelled for health, safety or regulatory reasons, KIHA may deliver the Programme remotely so that learning outcomes are still met. Where we do this, we are not liable for refunds or compensation.

PARTICIPANTS WITH DISABILITIES

KIHA is committed to an inclusive environment and complies with the Equality Act 2010, including making reasonable adjustments for disabled participants.



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If you have any particular requirements arising from a disability, please tell us in writing as soon as possible before the start date so we can consider reasonable adjustments. We may ask for supporting medical evidence. All information you share with us about a disability is handled confidentially, in line with our participant privacy notice.

VISAS

You are responsible for obtaining any visa needed to take part in the Programme; a visa being refused doesn't affect these Terms & Conditions. We recommend checking your visa requirements before applying.

The cancellation and refund terms above (under "Cancellation by You (Other than During the Cooling-Off Period)") apply whether your cancellation is due to a visa issue or any other reason.

PROGRAMME LANGUAGE

The Programme is taught in English. If English isn't your first language, you'll need to be proficient enough in written and spoken English to take part in group discussions and presentations. We don't accept liability for any inconvenience arising from insufficient English proficiency.

CODE OF CONDUCT

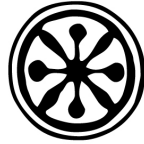
Participants are expected to:

- act professionally and respectfully;
- respect differences in background, experience and opinion;
- comply with the cohort confidentiality obligations set out below;
- refrain from harassment, discrimination, intimidation or threatening behaviour;
- respect the privacy and personal boundaries of others;
- comply with reasonable health, safety and venue requirements;
- avoid attending while affected by alcohol or another substance in a way that disrupts or endangers the Programme; and
- refrain from unauthorised recording, publication or disclosure.

Where a concern arises, KIHA will normally:

- explain the concern to the Participant;
- give the Participant a reasonable opportunity to respond;
- consider the seriousness and circumstances of the conduct; and
- take proportionate action.

KIHA may immediately suspend a Participant where it reasonably believes this is necessary to protect safety, well-being, confidentiality or the integrity of the Programme. Permanent removal without refund is reserved for serious misconduct, repeated material breaches, or conduct that creates a significant safety, legal, confidentiality or reputational risk. A Participant may request an internal review of a decision to remove them from the Programme.



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COACHING ATTENDANCE AND SCHEDULING

Coaching forms an integral part of the Programme. Sessions are scheduled by mutual agreement between the Participant and the coach, taking account of reasonable availability and time-zone differences.

A Participant who needs to reschedule a coaching session should give at least 48 hours' notice where reasonably possible. Where a Participant doesn't attend a scheduled session and hasn't given reasonable notice, KIHA may treat the session as delivered, though we'll consider exceptions for emergencies and other serious, unforeseen circumstances. Where KIHA or the coach needs to reschedule a session, an alternative session will be offered at no extra charge.

COACHING CONFIDENTIALITY AND NOTES

Coaching discussions are confidential between the Participant and the coach. KIHA may receive administrative information confirming:

- that a coaching session has been scheduled;
- whether the Participant attended;
- whether the required coaching stage has been completed; and
- whether further scheduling support is required.

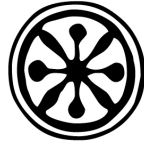
The substantive content of coaching discussions won't be shared with KIHA, the Participant's employer, a Payer, another Participant, or any other third party without the Participant's consent. Limited disclosure may be made where the coach reasonably believes it's necessary to protect someone from a serious and immediate risk of harm, to address a safeguarding concern, to comply with a legal or regulatory obligation, or to obtain confidential professional or legal advice.

Personal notes created by the Participant belong to the Participant. Any confidential working notes created by a coach remain the coach's own working records; they are not KIHA Programme materials and are handled confidentially, in line with the Participant Privacy Notice and any applicable professional obligations. Where an external coach is independently responsible for their own coaching records, they will provide additional privacy information where required.

COHORT CONFIDENTIALITY

The quality of the Programme depends on Participants being able to speak openly and honestly. KIHA, its facilitators and each Participant must respect the confidentiality of information shared during the Programme, including:

- personal experiences, reflections and disclosures;
- information about a Participant's employer, hotel, organisation or colleagues;
- commercial, operational, financial or strategic information;
- case studies, assignments and presentations;
- coaching discussions and comments made during group discussions;
- information shared in confidence by guest speakers; and
- anything else identified as confidential, or that a reasonable person would understand to be confidential given its nature and the circumstances in which it was shared.



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Participants may apply general ideas and learning from the Programme in their own professional work, but must not identify or attribute a comment, experience, opinion, case study or disclosure to another Participant, employer, hotel, guest speaker or organisation without prior consent. Participants must not photograph, record, transcribe, or use an automated transcription or recording service during a session without the prior permission of KIHA and everyone who may be recorded.

These confidentiality obligations don't apply where the information is already lawfully public, was already lawfully known to the recipient, the relevant person or organisation has consented to disclosure, disclosure is required by law or a competent authority, or disclosure is reasonably necessary to obtain confidential legal or professional advice or to address an immediate safety, welfare or safeguarding concern. These obligations continue after the Programme has ended.

GUEST SPEAKERS

Guest speakers may share personal, professional or commercially sensitive information as part of the Programme. Participants must respect any confidentiality request a guest speaker makes, and must not publish, record, quote or attribute a guest speaker's comments without their prior permission. Guest speaker materials remain the intellectual property of the guest speaker or other identified owner, and taking part in a session doesn't give a Participant permission to reproduce, distribute or commercially use them.

OUR RESPONSIBILITIES

Save as set out under Events Outside of Our Control, we will use all reasonable efforts to deliver the Programme as set out in the course information, and will do our best to resolve efficiently and thoroughly any issues, concerns or complaints you bring to our attention.

PHOTOGRAPHY, VIDEO AND TESTIMONIALS

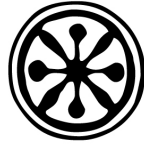
Taking part in the Programme doesn't automatically mean you've consented to marketing photography, video, audio recording, testimonials or case studies. KIHA will ask for consent before using a Participant's photograph, image or likeness, voice, recorded comments, testimonial, case study, or identifiable assignment content for marketing, publicity or promotional purposes.

You can decline this consent without it affecting your place in the Programme, and you can withdraw consent for future use at any time by contacting us. Withdrawing consent won't necessarily require us to recall printed materials or remove material lawfully published before your request, but we will stop any new use where reasonably practicable.

INTELLECTUAL PROPERTY AND PERMITTED USE

KIHA and its licensors retain ownership of the Programme materials we provide. We grant each Participant a personal, non-exclusive, non-transferable licence to use these materials for their own learning and professional development, for applying Programme tools and principles in their own role, and for sharing limited extracts internally within their organisation where reasonably necessary to apply the learning.

Participants must not sell or commercially distribute the materials, publish substantial parts of them, use them to create or deliver a competing commercial programme, remove ownership or copyright notices, or share access credentials or restricted digital materials.



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Participants keep ownership of anything they owned before joining the Programme, their Leadership Assignment, their personal reflections and notes, and any original materials they create during the Programme. Participants give KIHA a limited licence to access and review the Leadership Assignment for coaching, facilitation, Programme completion and administration purposes. We will not publish, promote or reuse a Participant's assignment, testimonial, case study or identifiable contribution without their separate written consent.

Use of KIHA's brand, name or logo for any reason other than in connection with a Participant's participation in the Programme is not permitted without KIHA's prior written agreement.

ASSUMPTION OF RISK

Unless we say otherwise, the Programme is not formally accredited and cannot be used to satisfy the requirements of a degree or diploma.

Programme activities may involve some risk to you and your belongings. By taking part, you accept that KIHA can't guarantee your safety or the safety of your belongings, and that any activity you choose to take part in is undertaken with your own understanding and acceptance of the risks involved.

PARTICIPANT RESPONSIBILITY AND LIABILITY

Nothing in these Terms & Conditions limits or excludes KIHA's liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

Otherwise, KIHA's liability to you in connection with the Programme is limited to the total fees you (or your Payer) have paid for it, and doesn't extend to indirect losses, loss of profits, or costs relating to your own travel, accommodation or other arrangements.

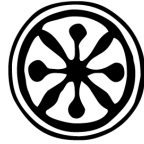
A Participant will be responsible for direct loss reasonably incurred by KIHA as a result of the Participant's fraud, wilful misconduct, deliberate damage to property, or a serious and deliberate breach of these Terms & Conditions. You will not be responsible for losses caused by KIHA, its employees, contractors, venues or other Participants, and you won't be asked to accept unlimited liability, or to defend KIHA against claims for indirect, remote or unforeseeable losses.

We don't accept responsibility for loss of or damage to personal belongings brought onto KIHA's premises; please take care of your belongings and consider your own insurance.

By taking part, you confirm you are well enough, physically and mentally, to participate in the Programme. If you've been unwell beforehand, please let us know before you arrive so we can support you appropriately; we will make reasonable adjustments for participants with disabilities (see Participants with Disabilities above). You consent to receive first aid from a trained First Aider and/or for KIHA to arrange medical treatment if needed, and you're responsible for the cost of any medical care you receive.

COMPLAINTS

If there's a problem with the enrolment process, or you have any questions or complaints about our services, please get in touch at sh@learnkepler.com.



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DATA PROTECTION – HOW WE MAY USE YOUR PERSONAL INFORMATION

KIHA may use your personal information in accordance with our Participant Privacy Notice.

OTHER IMPORTANT TERMS

This agreement is between you and KIHA; no other party has rights under it. If a court finds part of it unenforceable, the rest continues to apply. If we don't act on a breach straight away, we can still act on it later. We may end your place if you seriously or persistently breach these terms — but as a small team who gets to know every participant, we'll always try to talk things through with you first.

GOVERNING LAW

These Terms & Conditions, and any dispute arising from them, are governed by the laws of England and Wales, and you irrevocably submit to the non-exclusive jurisdiction of the English courts. If you're a consumer based outside England, you may also bring proceedings in your local courts.

This Agreement is the entire agreement between you and KIHA. No statements, promises or representations other than those in this Agreement have been made by us to you, and this Agreement supersedes any earlier written or oral understandings between us.