

## **Terms and Conditions**

Please read these terms and conditions carefully before participating in the Business School Experience program. These terms and conditions (« Agreement ») govern your use of the website located at <https://www.mybusinessschoolexperience.com> (« the Website »). Please read these terms carefully before using the Website. By accessing or using the Website, you agree to be bound by this Agreement. By enrolling in the program, you agree to be bound by the following terms and conditions:

## **Application and Student Information Form**

By making an Application, the Student acknowledges he has read this Contract and that he will be bound by this Contract if he is notified of his Acceptance by BSE

The Student must be aged between 15-18 at the start of the program unless otherwise agreed in writing

The Student must be able to speak, understand and read English to an Intermediate/Upper Intermediate/Advanced English level.

If BSE determines at its sole discretion that the Student's English proficiency is not at this level, BSE reserves the right to either remove the Student from the program without refund

The Student must provide information on his medical/dietary/educational /special needs requirements on his Application form or Student Information Form, so that BSE can consider and make reasonable arrangements.

If the Student does not fill in the Student Information Form BSE can't be responsible for any acts or omissions BSE makes related to any information that would otherwise have been expected to have been written on the Student Information Form.

## **Acceptance**

Acceptance on BSE is solely at the discretion of BSE subject to reviewing the Student's Application, including his personal statement. BSE may request further information from the Student before making a decision regarding Acceptance.

The Student's place is not confirmed until he has paid the non-refundable deposit.

## **Payment**

Fees are inclusive of VAT where appropriate and when outlined on the invoice.

Program fees must be paid in full before the program start date.

Upon order, a payment of 50% of the total amount will be requested (our bank details will be specified in the contract). The balance will be settled 30 days before the departure, using the same method.

The exact amount must be paid. The Student should bear in mind that some banks will charge a fee for transferring the money, or the exchange rate may fluctuate, and it is the Student's responsibility to cover these payments and ensure that the exact amount is received by BSE.

All payments made or to be made under this Contract shall be made in full, without any deduction, withholding, set-off or counterclaim on account of any taxes or otherwise.

## **Cancellations by Student**

The Student has the right to cancel this Contract .

#### Period Before Start Date Total Refunded

120+ days 100%

90-119 days 50%

45-89 days 10%

0-44 days 0%

Cancellations made after the commencement date of the course will not receive any refund..

#### **Insurance**

The Student is required to take out comprehensive insurance to cover itself, including, for the program, health, contents and travel insurance, which will insure the Student against, but not limited to, issues such as flight costs and course fees incurred in the event of cancellations, theft of personal items, medical treatment, repatriation, personal accident, the occurrence of a Force Majeure Event, public liability, legal expenses etc, and to bring along proof of these insurance policies. The Student must also cover any additional expenses BSE incurs in the event of any of these circumstances or similar circumstances.

It is the Student's responsibility to follow the relevant requirements of their insurer, for example in informing the insurer promptly after any accident and claiming from the insurer.

#### **Medication**

BSE will require the Student to provide an accurate record of their medical history before the program. The Student agrees to keep BSE updated immediately with any changes to his medical records or information.

BSE has the right to request for a qualified medical practitioner to assess the Student's health or need for any medication and to provide a written record of this to BSE. Any medical expenses incurred are the responsibility of the Student. Where BSE pays for the Student's medical expenses, the amount must be reimbursed within five days by the Student.

In the case of sickness, accident or injury, BSE has the right to administer first aid and/or medication to the Student, including but not limited to paracetamol. The Student may opt out of this by informing BSE in writing.

BSE will not administer or store any non-basic medication. The Student must notify BSE on his Student Information Form if he needs any prescribed or non-basic medication, including injections. The Student is fully responsible for the administration and storage of any prescribed or non-basic medication, including injections (by agreeing to these Terms & Conditions, any Student administering their own medication agrees they have been assessed as sufficiently responsible to self medicate by their parents).

In the case of any medical emergency, BSE will arrange for the emergency services to take the Student to hospital.

BSE has the right to confine the Student to their room if they are unwell, contagious or isolating.

#### **Limitation of Liability**

BSE will not be liable to the Student or any connected persons for any claims, costs, expenses or damages (including but not limited to property, personal belongings or

money) losses (including but not limited to loss of profits, revenue, data, contracts or opportunities) or any liabilities of any kind (whether direct or indirect).

Without limiting the generality of this clause, BSE will not accept liability in the following circumstances:

Loss of or damage to personal belongings whether or not caused by BSE's negligence.

Students are advised to arrange insurance to cover such eventualities.

If the failure or improper performance of this Contract is the fault or part-fault of the Student, or is the fault of someone else not connected with BSE or third parties involved in the provision of the Program

If the failure or breach of this Contract is in whole or in part attributable to the occurrence of any event that BSE could, even with reasonable care, not have foreseen.

The Student is advised to lock their room doors and windows. BSE is not liable for any theft, loss or damage to these belongings and it is recommended that the Student takes out insurance to cover these. Where the Student uses the BSE safe to lock away their belongings, BSE is not liable for any theft, loss or damage to these belongings and it is recommended that the Student takes out insurance to cover these.

The Student will indemnify and keep indemnified BSE from and against any losses, claims, costs, expenses or damages or any liabilities of any kind incurred by it as a direct or indirect result of a breach of this Contract or a violation of BSE's Rules & Regulations by the Student.

Where BSE makes any payment to the Student arising from this Contract, the Student must assign to BSE or its insurers any rights it may have to pursue any other third party. The Student must also provide BSE and its insurers with all assistance required.

**The Student agrees:**

Not to participate in any act or illegal activity that may bring BSE, any of its facilities or software BSE uses into disrepute.

To indemnify BSE from and against any and all damages, losses, expenses, claims, costs and reimbursements arising from any act or omission of the Student or any infringement by the Student of any third party's Intellectual Property Rights.

To behave considerably, responsibly and co-operatively towards anyone involved with BSE, including fellow students, tutors and staff, and to respect the privacy of other residents and neighbours.

To treat all buildings and facilities that BSE uses with care, and not to attach anything to or decorate any property, including the campus.

To permit BSE to enter the Student's room to search the room if BSE suspects any breach of this Contract or its Rules & Regulations. BSE will undergo this search in accordance with its Searching & Confiscation Policy (available on request).

To permit BSE to search the Student's clothing or belongings outside of his room if BSE suspects any breach of the Contract or Rules & Regulations. BSE will undergo this search in accordance with its Searching & Confiscation Policy (available on request).

Not to damage property, premises or persons, and to fully indemnify BSE for any costs incurred in such damage.

To pay BSE the actual replacement cost of any replacement room key, card or fob in the event of damage or loss to the original.

Not to publish any material by any medium relating to BSE, its staff, students, facilities or any other person or body BSE has a relationship with without BSE's written permission.

Not to give interviews or statements to any form of media outlet (including social media) in relation to BSE unless given written permission to do so by BSE.

To immediately withdraw any material given to any form of media outlet (including social media) where permission was not given by BSE.

Not to purchase or consume alcohol, any illegal/recreational drugs or tobacco/cigarettes/e-cigarettes.

Not to smoke in any building or in any grounds of the campus

To take particular care with road safety, including but not limited to always walking on the pavement and not the road and crossing the road at official crossings. BSE is not responsible for any road injury caused to the Student.

To vacate the accommodation on their final day at 9am, or additional charges may be incurred. Luggage may be left, at the Student's risk, in an area designated by BSE.

### **Graduation**

In order to Graduate from the Program, the Student must:

attend all compulsory sessions for the full duration of the Program, including but not limited to classes and Masterclasses (except those for which the student is ill where the illness is certificated by BSE at their entire discretion), and have participated positively and appropriately;

complete to an appropriate level and hand in all work required by the Student's tutor;

not plagiarise any work;

not have had the Contract terminated by BSE

If BSE becomes aware of any breach to these Terms & Conditions, or the Rules & Regulations, after the Program, BSE reserves the right to withdraw the Graduation certificate, tutor report and letter of recommendation which has been conferred onto the Student

### **Lost Property**

BSE can't be held responsible for any items deemed to be lost property. Lost property handed to or found by BSE staff will be kept for 8 weeks before being donated to charity or recycled. Loose, unnamed paperwork will be recycled immediately. BSE staff will endeavour to return property of high value or official hard copy documents containing Student Data where the owner can be easily identified. If it is not possible to do this within the nominated time period, these items will be donated to local registered charities, or if not suitable for donation, the items will be destroyed. Items will be returned in the condition that BSE received them in.

Many students choose to leave property behind in their rooms after they depart the Program, so as not to take it back home (please note, the cleaners may dispose of these items so it is important that students make sure they take home all items which they want to). As such, BSE's policy is not to inform students that they have left property behind. Any lost property recovered from a student room will follow the lost property procedure above

## **General**

Nothing in this Contract shall be construed as creating a partnership with the Student. The Student may not subcontract any rights under this contract to another person or company without the consent of BSE.

BSE may assign all or any of its rights under this Contract to any person or company without any requirement to notify or obtain further consent of the Student.

No amendments of this Contract shall be effective unless confirmed in writing and signed by both BSE and the Student.

**Program Registration:** To participate in the Business School Experience program, you must complete the registration process and provide accurate and complete information. Any false or misleading information may result in the cancellation of your enrollment.

**Program Fees:** The program fees are outlined in the registration form and must be paid in full before the program start date. Refunds are subject to the refund policy stated in the registration form.

**Program Schedule:** The program schedule, including dates, times, and activities, is subject to change at the discretion of Business School Experience. Participants will be notified in advance of any changes.

**Participant Conduct:** Participants are expected to conduct themselves in a professional and respectful manner throughout the program. Any disruptive or inappropriate behavior may result in immediate dismissal from the program.

**Liability:** Business School Experience shall not be held liable for any personal injury, loss, or damage to participants or their belongings during the program. Participants are responsible for their personal safety and belongings at all times.

## **Legal Notice**

This Legal Notice governs the use of the website and services provided by My Business School Experience (« BSE »). By accessing and using our website or participating in our programs, you agree to comply with and be bound by the terms and conditions outlined in this notice.

### **1. Intellectual Property Rights:**

All content on the BSE website, including but not limited to text, graphics, logos, images, videos, and software, is protected by intellectual property laws and is the property of MBSE or its licensors. Unauthorized use, reproduction, or distribution of any content from our website is strictly prohibited.

### **2. Disclaimer:**

The information provided on the BSE website and in our programs is for general informational purposes only. While we strive to keep the information up to date and accurate, we make no representations or warranties of any kind, express or implied,

about the completeness, accuracy, reliability, suitability, or availability of the information. Any reliance you place on such information is strictly at your own risk.

### **3. Limitation of Liability:**

BSE and its directors, employees, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of our website or participation in our programs. This includes any errors or omissions in the content, loss or damage to data, or any other loss or damage incurred as a result of using our services.

By using our website and participating in our programs, you agree to indemnify and hold BSE harmless from any claims or demands made by any third party arising out of your actions or use of our services.

Please read this Legal Notice carefully before using our website or participating in our programs. If you do not agree with any part of this notice, please refrain from accessing our website or using our services.

At Business School Experience , accessible from

<https://www.mybusinessschoolexperience.com> one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Business School Experience and how we use it.

### **Cookie Policy**

This policy sets out the basis on which information about a visitor (“You/Your”) to our website <https://www.mybusinessschoolexperience.com> (“Our Site”) may be stored in the form of a cookie. This policy applies to all users of, and visitors to, Our Site.

Our Site is a site operated by My Business School Experience, a company incorporated in Hong Kong and whose registered address is 1004, 10/F, Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong (“We/Our/Us”).

### **Consent**

By using our website, you hereby consent to our Privacy Policy and agree to its terms.

### **Information we collect**

The personal information that you are asked to provide, and the reasons why you are asked to provide it, will be made clear to you at the point we ask you to provide your personal information.

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an Account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number.

### **How we use your information**

We use the information we collect in various ways, including to:

- Provide, operate, and maintain our website
- Improve, personalize, and expand our website
- Understand and analyze how you use our website
- Develop new products, services, features, and functionality

- Communicate with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- Send you emails
- Find and prevent fraud
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### **Log Files**

Business School Experience follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

### **Advertising Partners Privacy Policies**

You may consult this list to find the Privacy Policy for each of the advertising partners of Business School Experience.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Business School Experience, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Business School Experience has no access to or control over these cookies that are used by third-party advertisers.

### **Third Party Privacy Policies**

Business School Experience's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

### **GDPR Data Protection Rights**

We would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.

The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.

The right to erasure – You have the right to request that we erase your personal data, under certain conditions.

The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.

The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.

The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

### **Children's Information**

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Business School Experience does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

We are required by law to provide you with information about the purposes for which our cookies are stored and accessed and to obtain your consent to use cookies.

Your consent will be obtained by you positively indicating your acceptance of our terms and conditions when you register for a service and / or by you clicking the relevant button confirming that you understand and agree to the use of cookies.

### **Information about our use of cookies**

Our Website uses 'cookies' to distinguish you from other users of our website.

This helps us to provide you with a good experience when you browse our website and also allows us to improve our service. On revisiting our website, we will therefore be able to obtain information about your previous visits and about your computer including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual. For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer.

Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us to:

- Estimate our audience size and usage pattern.
- Store information about your preferences, and so allow us to customise our site according to your individual interests.
- Speed up your searches and to recognise you when you return to our site.
- Generally provide a more convenient browsing experience for you.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to



our site. Please note that our advertisers may also use cookies, over which we have no control.

A cookie is a small amount of data or parcels of text that is sent to your browser from a web server and stored on your computer's hard drive if you agree. Generally, such a 'cookie' being a file in your web browser will enable the Website to recognise your computer when you visit the site.

These cookies contain information about you and your preferences. Generally, we use cookies to record session information such as how you reached our site; which pages you view on our site; your user journey through the site.

You can generally set your browser to not accept cookies or to notify you when you are sent a cookie, giving you the chance to decide whether or not to accept it.

It is not advisable to use cookies if other people share your computer. You should clear 'cookies' stored by the web browser when using another person's computer to avoid your e-mail address or other details being displayed in the login field to a subsequent user of our Website.

You can accept all cookies, reject all cookies, or modify your browser to alert you of any new cookies. To clear the stored cookies, you can normally go to the Tools dropdown menu at the top of the browser window.

Certain parts of the Website may not function without technical problems if you have 'disabled' the cookies file in your browser.

The use of cookies enables the Website to complete in our login fields with the user's details including email addresses following registration and effectively speed up the login to the Website by users. It is used by the Website to help collect information, such as how many people visit and return to the Website, what services are subscribed for or accessed, and to ensure the proper functioning of certain parts of the Website

You can discover independent information about cookies by researching the Internet or carrying out online searches.

If you have any questions, comments, or concerns about our privacy practices or this policy, please contact us at [tsofia@bookmybse.com](mailto:tsofia@bookmybse.com) . We are dedicated to addressing any issues promptly and ensuring your privacy is protected.