

## TERMS & CONDITIONS OF ENROLMENT

### 1. Introduction to and effect of these Terms and Conditions

- 1.1 These terms and conditions ("these Conditions") are the standard terms and conditions for business leaders enrolling at the Shaw & Co Funding Academy ("the Funding Academy"), where you will be taught the syllabus content by a panel of teaching experts ("the Experts"). Together with your offer letter, the other documents and terms and conditions to which they refer, these Conditions form the contract between the Funding Academy and you, the student, with regard to your Programme of study at the Funding Academy ("the Programme"). If there is any inconsistency between these Conditions and any other document generated by or on behalf of the Funding Academy, these Conditions will prevail.
- 1.2 These Conditions together with the matters referred to in any document setting out the offer made to you (whether made directly to you by the Funding Academy in an offer letter or on behalf of Shaw & Co) ("Offer") reflect the entire understanding between you and the Funding Academy with regard to the Programme and replaces any other written or verbal promises, undertakings or representations.
- 1.3 No contract will exist between you and the Funding Academy until you formally notify the Funding Academy of your acceptance of an Offer of a place either in writing or via a Funding Academy approved online offer/acceptance system, whichever is applicable to your application.
- 1.4 These Conditions will commence on the date on which you formally notify the Funding Academy of your acceptance of an Offer in accordance with clause 1.3 above, and shall continue, unless terminated earlier in accordance with its terms until the teaching of the Programme is deemed completed by the Funding Academy ("the Term").
- 1.5 It is a condition of entry onto the Programme, that you formally apply via the Funding Academy's on-line application process. By doing so you are confirming that you understand and accept these Conditions (and any amendment or addition to the same applicable at the date of enrolment in each cohort), the Funding Academy's rules and regulations and undertake to pay all fees due, by the dates specified by the Funding Academy, unless previously agreed otherwise by an authorised manager of the Funding Academy.
- 1.6 You may cancel your acceptance of this Offer within twenty-one calendar days, beginning on the day after you have notified us in writing of your acceptance. In the event that this period ends on a non-working day, it will be extended until the next working day. Subject to clause 1.6, refunds will be subject to the Funding Academy's Cancellation Policy. To cancel your acceptance, please notify the Funding Academy Manager by email [FundingAcademy@shawllp.co.uk](mailto:FundingAcademy@shawllp.co.uk).
- 1.7 Where the Funding Academy has entered into an agreement with a third party in respect of your Programme, refunds will be subject to the Funding Academy's agreement with that third party. Please refer to your offer letter for further information.

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## 2. The Funding Academy's Obligations to You

### 2.1 The Funding Academy will:

- 2.1.1 deliver the Programme to you with all reasonable care and skill and will make available all learning support facilities and other services as it considers appropriate;
- 2.1.2 provide as much notice as reasonably possible of any changes to the Programme including, but not limited to, its structure, fees, syllabus, panel of Experts, campus location;
- 2.1.3 request your permission to use any audio, photographic or video material in which you appear for marketing purposes;
- 2.1.4 issue an invoice for full payment of the Programme fee approximately eight weeks before the start of the first Programme day;
- 2.1.5 ask for your dietary requirements in advance of providing lunch and refreshments during each Programme day;
- 2.1.6 ask for any accessibility requirements in advance of your starting the Programme;
- 2.1.7 reserve the right to take forward business leaders of their choosing and showcase to Shaw & Co's network of investors and lenders;
- 2.1.8 provide a safe and secure learning environment and inform you of emergency procedures as appropriate; and
- 2.1.9 provide a complaints process for any issues pertaining to running of the Funding Academy.

### 2.2 The Funding Academy does not guarantee you will receive funding upon course completion.

## 3. Your Obligations to the Funding Academy

### 3.1 You are required to comply with your obligations under these Conditions and to:

- 3.1.1 allow the Funding Academy to use your personal information for the purposes of sharing Programme related information, promotional content;
- 3.1.2 allow the Funding Academy to share your business profile with the speakers and coaches involved with the Funding Academy;
- 3.1.3 allow employees of Shaw & Co to review your business pitch, financial statements and any other supplied material relating to your business;
- 3.1.4 allow the Funding Academy to share your contact details, social profile details with other students on the same cohort for networking and onboarding purposes;

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- 3.1.5 attend lectures, training, tutorials, assignments and other activities which form part of the Programme (subject to absence for genuine medical reasons or other special circumstances). Failure to do so may result in you being withdrawn from the Programme;
- 3.1.6 acknowledge and agree that there shall be no disruptive, or abusive behaviour, or discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, colour, creed, religion, age, sex, marital status, national origin, or ancestry;
- 3.1.7 take no action which is intended, or would reasonably be expected, to harm the reputation of the Funding Academy which would reasonably be expected to lead to unwanted or unfavourable publicity to the Funding Academy or its affiliates;
- 3.1.8 share experiences and non-public information with the cohort of students and Experts conducted under 'Chatham House Rules';
- 3.1.9 participate in WhatsApp and Microsoft Teams forums with other students and Experts for sharing content and programme information;
- 3.1.10 complete and submit all assignment work required for the Programme of study by published deadlines or inform teaching staff where a situation arises that prevents you from doing so;
- 3.1.11 carry out adequate preparation for any activity which you are required to undertake in connection with your studies outside the Funding Academy ensuring that at all times you are conducting yourself in an appropriate manner in accordance with the Funding Academy's Regulations;
- 3.1.12 support the positive promotion of the Funding Academy by the transmission of content across social media channels
- 3.1.13 gain the permission of other students or Experts if using direct quotes in social media posts;
- 3.1.14 not share social media content without the appropriate permissions;
- 3.1.15 not share any Confidential Information of the Funding Academy in line with clause 11 below;
- 3.1.16 participate in the curation of testimonials for the purposes of marketing the Funding Academy to future students of the Programme;
- 3.1.17 provide the Funding Academy with an emergency contact name and details which may be used by the Funding Academy at its discretion and notify the Funding Academy promptly of any changes to the information which you submitted on application or enrolment; for example, if you change your home/business correspondence address;

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- 3.1.18 in addition to clause 12, not plagiarise or distribute the content of the syllabus beyond the programme participants;
  - 3.1.19 comply with any professional standards that may be applicable to the Programme;
  - 3.1.20 familiarise yourself with and agree to abide by the Funding Academy's Regulations which are set out in more detail in Condition 5; and
  - 3.1.21 notify the Funding Academy promptly in the event that you choose to withdraw from your Programme for any reason. If you do choose to withdraw from your Programme, the Funding Academy will be entitled to consider you as being still enrolled until the date when the Funding Academy has received written notification that you wish to withdraw from your Programme or the Funding Academy has notified you in writing that your place on your Programme has been terminated.
- 3.2 If you do withdraw from your Programme for any reason you must cease attending lectures and/or accessing the group portals including WhatsApp and Microsoft Teams, and return all items and materials issued to you but owned by the Funding Academy.
- 3.3 If you fail to participate in your Programme of study to an extent that your Experts believe that you will be unable to successfully progress or complete the Programme, or you fail to respond adequately to the Funding Academy's attempts to seek your re-engagement with your Programme of study, the Funding Academy will be entitled to consider you withdrawn from your Programme and take steps to terminate your place on the Programme.
- 4. Fees and Payment**
- 4.1 Payment of the programme fee must be made in full within twenty-one days of receiving an offer of acceptance from the Funding Academy. An invoice will be issued with your offer letter. Payment outside of this will mean your withdrawal from the Programme, unless you have made arrangements with the Funding Academy Manager to make a delayed payment.
- 4.2 Once you have paid the programme fee, if for any reason you decide to withdraw from the Programme, your fee will not be refunded.
- 5. Funding Academy Rules and Regulations**
- 5.1 As a condition of accepting an Offer, you agree to familiarise yourself with and abide by all of the Funding Academy's rules and regulations including but not limited to the Funding Academy's Privacy Policy which can be found [here](#). The Funding Academy reserves the right to update its policies, procedures and regulations from time to time.
- 5.2 If your studies with the Funding Academy are terminated as a result of disciplinary action taken against you in accordance with the disciplinary procedures of the Funding Academy these Conditions will end automatically without the need for any notice, unless the Funding Academy confirms otherwise in writing.

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## 6. Membership of the Alumni Programme

- 6.1 As a student of the Funding Academy you will have the opportunity to become a member of the Alumni Programme. To do so, you will be required to opt-in during the Funding Academy's enrolment process. Those students who fail or choose not to opt-in will not be unfairly disadvantaged with regards to the provision of services. More details can be found on the Shaw & Co website.

## 7. Change of Circumstances

- 7.1 In addition to the Funding Academy's rights to terminate these Conditions in accordance with Conditions 5.2, the Funding Academy will be entitled to terminate these Conditions immediately by notice in writing to you in the following circumstances:
- 7.1.1 if between the acceptance of an Offer by you and the beginning of the Programme there is a change in your circumstances or if the Funding Academy becomes aware of information relating to you not previously known to it which in the reasonable opinion of the Funding Academy makes it inappropriate for you to study on the Programme; or
- 7.1.2 if, in the reasonable opinion of the Funding Academy, you have failed to provide the Funding Academy with all relevant information or have supplied false or misleading information relating to your application for the Programme.

## 8. Provision of the Programme

- 8.1 The Funding Academy will deliver the Programme in accordance with the programme specification provided with your Offer.

## 9. Termination

- 9.1 Without affecting any other right or remedy available to the Funding Academy, the Funding Academy may terminate these Conditions, at any time, with immediate effect by giving written notice to you.
- 9.2 You may terminate these Conditions if we commit a material breach of these Conditions and the Funding Academy has not remedied that material breach (if it can be remedied) within 60 days of you giving written notice to the Funding Academy of the breach.

## 10. Requirements on termination of these Conditions

- 10.1 If at any time the Funding Academy terminates these Conditions as a result of its rights under these Conditions, by any other permitted reason or if these Conditions terminate automatically:
- 10.1.1 the Funding Academy will be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already enrolled; and
- 10.1.2 the Funding Academy will be entitled to require you to stop studying on the Programme, and to leave the Funding Academy immediately, if at the date of

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termination you have already enrolled.

## 11. Confidentiality

- 11.1 You undertake that you shall not at any time during the Term of these Conditions, and for a period of 5 years after termination of these Conditions, disclose to any person, any information concerning the business, affairs, customers, clients or suppliers of the Funding Academy or any other information deemed confidential by the Funding Academy ("the Confidential Information"), except where:
- 11.1.1 such disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority; or
- 11.1.2 such disclosure is necessary to your employees, officers, representatives or advisers for the purposes of exercising your rights or carrying out your obligations under or in connection with these Conditions. You shall ensure that your employees, officers, representatives or advisers to whom they disclose the Funding Academy's confidential information comply with this clause 11.
- 11.2 You shall only use the Funding Academy's Confidential Information for the purpose of exercising your rights and performing your obligations under or in connection with these Conditions.

## 12. Intellectual Property

- 12.1 You retain the intellectual property rights in any content that you own prior to agreeing to these Conditions, and you grant us a non-exclusive, worldwide perpetual licence to use such content where necessary for the purposes of providing the Programme.
- 12.2 We own all right, title and interest in the Programme, any associated materials and syllabus content, including without limitation, all intellectual property rights in the Programme, associated materials and syllabus content.
- 12.3 We will own all rights, title and interest in any intellectual property rights arising out of any materials and/or syllabus content that is created as part of the Programme.

## 13. Limitation of Liability

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with these Conditions, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in these Conditions:
- 13.2.1 shall limit or exclude either party's liability for:
- death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - any other liability which cannot be limited or excluded by applicable law.
- 13.3 The Funding Academy shall have no liability to you for any indirect or consequential loss arising under or in connection with these Conditions.

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- 13.4 The Funding Academy's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Conditions, shall be limited to a sum equal to the programme fees paid by you in the 12 months preceding the claim.

## 14. Special Conditions

- 14.1 You agree that you will abide by any special conditions relating to the Programme notified to you by the Funding Academy.

## 15. Data Protection

- 15.1 The Funding Academy adheres to data and privacy law and is transparent about how it processes personal data. The Funding Academy will only process personal data or information about you in accordance with the Privacy Policy referred to at clause 5.1 above.
- 15.2 The Funding Academy may record by audio, photograph or video modules and other teaching sessions by Experts. The Funding Academy permits Shaw & Co employees and/or Experts to photo/audio/video record lectures where it is appropriate to the learning experience and for marketing purposes. In the event that such recording is inappropriate, the reasons why will be made known to you.

## 16. Complaints Procedure

- 16.1 In the event that you wish to make a complaint, you can raise this with the Funding Academy Manager at [FundingAcademy@shawllp.co.uk](mailto:FundingAcademy@shawllp.co.uk).

## 17. General

- 17.1 If any provision of these Conditions is or becomes illegal, invalid, void or unenforceable that will not affect the legality, validity or enforceability of the other provisions.
- 17.2 Any notice or other communication made under these Conditions will be in writing and addressed to you at the last email or postal address notified by you to the Funding Academy, and will be deemed to have been properly served if delivered by email, by hand when left at that postal address or if made by first class post (48 hours after being posted to that address).
- 17.3 If you breach these Conditions and the Funding Academy chooses not to exercise any right which it may have against you as a consequence of that breach, the Funding Academy will not be prevented from taking action against you in the future in respect of any other breaches by you.
- 17.4 We shall not be in breach of these Conditions nor liable for any delay in performing, or failure to perform, any of our obligations under these Conditions if such delay or failure results from events, circumstances or causes beyond our reasonable control.
- 17.5 A failure or delay by us to exercise any right or remedy provided under these Conditions or by law shall not constitute a waiver of that or any other right or remedy.

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- 17.6 These Conditions are only enforceable by you and the Funding Academy. No other person will have any rights in connection with these Conditions.
- 17.7 These Conditions will be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

## 18. Additional Conditions

- 18.1 The Funding Academy may contact you during the Programme, or after Programme completion to collect user experience information. If you wish to opt out of the processing of your personal data for this purpose, please contact the Funding Academy Manager at [FundingAcademy@shawlp.co.uk](mailto:FundingAcademy@shawlp.co.uk).

## 19. Personal Declaration

I acknowledge that I have read and understood these Conditions.

Your name \_\_\_\_\_

Signing on behalf of [Your company] \_\_\_\_\_

Date \_\_\_\_\_