



STUDENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. This agreement sets out the terms and conditions between the International Institute of MBA Studies (**IIMBAS**) and students on postgraduate taught, postgraduate research, and continuing professional development programmes leading to the award of a degree, diploma, or certificate until further notice. The terms and conditions which will apply to students commencing programmes in the future may differ from those included in this agreement.
- 1.2. It is important that you review these terms and conditions and the documents detailed within them carefully before accepting any offer made by IIMBAS.

2. Definitions

- 2.1. "we/us/our" and "IIMBAS" refers to GLK Knowledge Ltd trading as the International Institute of MBA Studies, 1 Malcolm's Place, Wrea Green, Preston PR4 0LT, United Kingdom.
- 2.2. "partner" refers to professional bodies and universities with which IIMBAS has licensing or other agreements relating to programmes in which IIMBAS's students are enrolled.
- 2.3. "you/your" refers to a prospective or registered student of IIMBAS.
- 2.4. "Admissions Process" means that process in which applications are handled by us.
- 2.5. "Contract" means the legally binding agreement between you and us in relation to your enrolment on a Programme and the provision of an educational service by us.
- 2.6. "Offer" means the offer by us to you of a place on a Programme subject to the terms and conditions set out below and any conditions attached to the Offer.
- 2.7. "Programme/Course" means your prospective or registered programme of study or research with us.
- 2.8. "Prospectus" refers to the printed booklet advertising our programmes to potential students and which is usually published 18 months prior to the start of a programme. Information may be liable to change and further reference to the website is recommended prior to application.
- 2.9. "Regulations" means those IIMBAS and partner regulations which apply to your registration as a student at IIMBAS.
- 2.10. "Student" means a prospective or registered student, previously an applicant.
- 2.11. "Tuition Fees" means the fees charged by IIMBAS for the provision of Programmes to students.
- 2.12. "Website" means IIMBAS'S website at www.iimbas.com.

3. Our Contract with you and its formation

- 3.1. These terms and conditions record the terms of the Contract which will be formed between you and us when you accept our offer. You are asked to indicate that you have read, understood and accept these terms and conditions by using the acceptance link which you will receive via email. If you have any questions or concerns about these terms and conditions, you should contact us by email at info@iimbass.com before accepting the Offer.
- 3.2. In addition to these terms and conditions, there are policies and regulations which apply to your registration at IIMBAS and your Programme. You can find the list of key policies and regulations in section 18. Please take the time to read these carefully as these policies and regulations (as amended from time to time), together with these terms and conditions and the terms of the Offer form the Contract between you and us.
- 3.3. The Contract continues to apply throughout your registration on the Programme but may be terminated in accordance with section 9 below.

4. Application and admission to IIMBAS

- 4.1. Your application
 - 4.1.1. All offers for entry will be made directly to you.
 - 4.1.2. The Offer we make to you will be subject to you satisfying the academic requirements for admission prescribed by IIMBAS. While there is no right of appeal against an academic decision, the Appeals and Complaints Policy lays out your right to complain or appeal against a procedural error or if there has been evidence of bias.
 - 4.1.3. The Offer may be conditional or unconditional. This will be set out in the Offer letter sent to you directly. If the Offer is conditional, we will set out the conditions of the Offer which you need to fulfil in order to be admitted on to the Programme.
 - 4.1.4. It is your responsibility to ensure that all of the information you provide to us is true and accurate.
 - 4.1.5. We may withdraw or amend any Offer, without liability to you, if we discover that your application contains incorrect or fraudulent information or omits key information. We also reserve the right to refuse any applications we suspect are fraudulent.
 - 4.1.6. If your first language is not English, the Offer may also be conditional upon you passing an English language test.
- 4.2. Meeting the conditions of your Offer.
 - 4.2.1. If you have been issued with an Offer which is conditional on the achievement of a qualification or fulfilment of another requirement, you will need to fulfil the conditions as stated in the Offer to become eligible for admission to IIMBAS.
 - 4.2.2. If you have not fulfilled all the conditions of your Offer by the dates set out in your Offer.
 - 4.2.3. There may be additional dates specified in your conditions of Offer by which you must meet specific components of the Offer – should you fail to meet them as set we reserve the right to withdraw your Offer.

- 4.2.4.
- 4.2.5. We reserve the right to withdraw your Offer or to defer your application to the next year of entry should you fail to meet the specified fulfilment date.
- 4.3. Conditions of admission
 - 4.3.1. Your admission to IIMBAS is subject to you complying with the terms of the Contract and our registration procedures and subject to you agreeing to observe our regulations and policies as per section 6 below.
 - 4.3.2. You will be required to make a declaration as part of your enrolment process that you undertake to comply with our regulations and policies.
 - 4.3.3. We require evidence of your qualifications as stated on your application (including English language qualifications if required) before admission. You will be required to provide an original transcript/certificate, or a clear and legible copy authenticated by the issuing organisation.
- 5. Changes to our Contract with you.**
 - 5.1. Changes to your Offer
 - 5.1.1. We reserve the right to make change to your Offer at any time before you accept it: i. to comply with external, professional, accrediting or other regulatory body requirements; or ii. to comply with a change to the law.
 - 5.1.2. In the unlikely event of there being a requirement to make a material change to the Offer before you have accepted it, you will be informed prior to the change.
 - 5.1.3. If we wish to make any changes to an Offer after you have accepted the Offer, we will enter into a dialogue with you to explain the situation and to obtain your consent for any changes.
 - 5.2. Changes to the Programme prior to your enrolment.
 - 5.2.1. We reserve the right to make variations to Programmes prior to enrolment (including after you have accepted our Offer) for one or more of the following reasons: iii. to comply with external, professional, accrediting or other regulatory body requirements; iv. to comply with a change to the law; v. to improve course quality; vi. to ensure that the curriculum is current and relevant to the intended learning outcomes and/or standards set by relevant professional bodies; vii. to implement external examiner and academic adviser feedback; viii. to implement student feedback, for the benefit of students; or ix. to otherwise ensure the quality of the programmes we deliver.
 - 5.2.2. In the event of such changes happening, we will inform you by email as soon as reasonably practicable.
 - 5.2.3. In informing you of the imminent changes with regard to content, method of delivery of Programmes or the merging or combining of Programmes we will provide a full breakdown of the amendments and an outline of the reason for the changes.
 - 5.2.4. You are reminded that you are responsible for reviewing, prior to applying or accepting an Offer to study at IIMBAS, up-to-date Programme information by searching for the relevant Programme

information on the website. Programme information can be found at:
<https://www.iimbias.com>

- 5.3. Suspension or withdrawal of the Programme prior to your enrolment.
 - 5.3.1. We reserve the right to withdraw or suspend a Programme prior to enrolment (including after you have accepted our Offer) up to one month prior to the published start date of the Programme: i. due to withdrawal of relevant accreditation; ii. to address concerns about the quality of the experience we will be able to deliver; or iii. if, despite our best endeavours, there are insufficient numbers of suitable applicants or enrolled students.
- 5.4. Your rights in the event changes to the Programme, or suspension or withdrawal of the Programme prior to your enrolment.
 - 5.4.1. If you have accepted our Offer and you are unhappy with the changes and you tell us that you wish to withdraw your application to the Programme as a result, or if we suspend or withdraw any Programme, we will use reasonable endeavours to provide a suitable alternative Programme within IIMBAS (for which tuition fees will be payable and relevant conditions must be met) or to assist you in finding a suitable alternative Programme at another higher education provider and will take steps to minimise any disruption which results from such a change.
 - 5.4.2. If you withdraw your application, or if we suspend or withdraw your Programme at this point, we will refund any tuition fees or deposits you have paid subject to the provision set out in the Student Financial Regulations.
- 5.5. Changes to the Programme after your enrolment.
 - 5.5.1. We aim to limit the extent of changes to a Programme once you are enrolled, but we reserve the right to make variations to a Programme after your enrolment.
 - 5.5.2. Any proposed changes are scrutinised carefully by IIMBAS to ensure that the quality of your Programme is maintained. If you decide at this point not to continue as a result of a significant change to your Programme, or if we have been obliged to withdraw a Programme, we will make reasonable endeavours to transfer you to an equivalent Programme for which you are qualified, and which has places available within IIMBAS. We will also support you if you decide to transfer to another higher education provider. Details of tuition fee liability and refunds in the event of withdrawal from a Programme are set out in the Student Financial Regulations.
- 5.6. Changes to regulations and policies.
 - 5.6.1. We have the right to make reasonable adjustments to our regulations and policies from time to time, to: i. make sure the educational services we provide are delivered properly; ii. meet legal or regulatory requirements; iii. reflect current good practice aimed at universities; or iv. put in place the results of feedback from students.
 - 5.6.2. If appropriate, we will consult student representatives, fairly and promptly, about any amendments to the policies and regulations that will

significantly affect enrolled students. We will tell you about any significant amendments and will make the updated regulations available on the Website.

- 5.7. Changes to these Terms and Conditions.
 - 5.7.1. IIMBAS reserves the right to make reasonable changes to these terms and conditions without consultation.
 - 5.7.2. Prior notice of such changes will be communicated to students via email. If we do not have a valid email address for you we will write to you via the postal service.

6. Studying at IIMBAS

- 6.1. In accepting an Offer, you are accepting IIMBAS's regulations and policies which apply to your Programme.
- 6.2. Specifically:
 - 6.2.1. IIMBAS assumes that you have access to technology that permits you to attend class, access learning materials and prepare assessments: usually a laptop or desktop computer, or large tablet, with a camera and microphone, that is connected to the Internet and which has Microsoft Office or similar installed. (Having a mobile phone only may permit you to attend class but will not enable you to properly access course materials or prepare assessments.)
 - 6.2.2. You undertake to normally attend Zoom classes in which you will participate with your camera on. (IIMBAS reserves the right to dismiss students from class where their camera remains off for an extended period when not so instructed by their instructor or where students fail to attend class without providing good reason).
 - 6.2.3. You undertake to regularly engage with the learning materials in the IIMBAS learning management system. (IIMBAS monitors learning analytics in the system. We would expect engagement of no less than two hours per week outside class.)
 - 6.2.4. You undertake to normally submit assessments on their due date unless an extension is agreed or special circumstances apply (agreed with IIMBAS). Failure to submit an assessment is grounds for IIMBAS to recommend to the relevant education partner that they withdraw you from the course.
- 6.3. In line with these terms and conditions (and any further terms set out in your Offer), we will enrol you and deliver your Programme with reasonable skill and care and according to the description set out in the Prospectus/Website/Offer/.
- 6.4. We will assess your academic progress and, if you successfully complete your Programme and comply with the Contract terms and the specific requirements applying to the Programme you are studying, we will confer upon you an award in accordance with our regulations and policies and the specific requirements applying to the Programme you are studying. Failure to meet these requirements may lead to your studies being suspended or terminated or the application of other penalties.
- 6.5. IIMBAS's requirements extend to personal and professional conduct. All students must abide by IIMBAS's Code of Discipline. Serious breaches of the Code of Discipline may result in your being withdrawn, suspended, excluded or expelled

from IIMBAS and the relevant education partner. This Contract will be terminated in the event of your withdrawal or expulsion from IIMBAS.

- 6.6. If IIMBAS believes that you are unfit to study and that you are causing disruption or risk to yourself or to others, IIMBAS may take action, which may result in suspending or terminating your studies.

7. Financial information

7.1. Tuition Fees and additional costs

- 7.1.1. By accepting our Offer, you agree to pay the annual Tuition Fees associated with the Programme set out in your Offer. You may also be charged other costs specified for optional elements of your programme of study however there will be no additional mandatory costs.
- 7.1.2. You are personally responsible for the fees, even if payment will be made by a third party.
- 7.1.3. Failure to pay an invoice or invoice instalment is grounds for IIMBAS to recommend to the relevant education partner that they withdraw you from the course.
- 7.1.4. IIMBAS is an international company and you may be required to pay fees via international transfer from your country of residence. While IIMBAS will attempt to minimise the cost of international transfers fees, you are responsible for paying the transfer fee.
- 7.1.5. In addition to your Tuition Fee, you may be required to pay additional fees to cover non-mandatory elements of your Programme. If this is the case, you will be informed of the expected cost(s) prior to you enrolling on your Programme.
- 7.1.6. Changes to Tuition Fees.
- 7.1.6.1. Tuition Fees are reviewed annually and may be increased in line with inflation, prior to the start of each academic year. Such increases to fees will be at the Retail Price Index (RPI) forecast rate. The only exception to this would be where government legislation deems otherwise.
- 7.1.6.2. If a rise in the Tuition Fee becomes necessary, we will endeavour to inform you as soon as possible and we will explain the reason(s) for the increase.
- 7.1.6.3. Any Tuition Fee increase will only be applied from the start of the next academic year and will not be applied 'in year'.
- 7.1.7. Deferred entry to IIMBAS.
- 7.1.8. If you defer your start date to a new academic year, you will be required to pay the Tuition Fee applicable to that year of entry. You will be sent a new Offer stating that fee.

7.2. Withdrawal.

- 7.2.1. If you withdraw from the Programme part way through the academic year, IIMBAS will recalculate your Tuition Fee as specified in your Letter of Offer, e.g., in the case of our MBA the Tuition Fee is for the whole 12 months:

Student withdraws:	Student Fee liability:
From when you are first enrolled to the end of the second week of your studies	0%
Following your confirmation as a student of the relevant education partner	33%
From start of month 4 to end of month 6 of your recorded start date	66%
From start of month 7 of your recorded start date	100%

7.3. Late payment or non-payment of Tuition Fees

7.3.1. IIMBAS will try to accommodate the needs of its students wherever reasonable. If you are having problems paying Tuition Fees, or any other monies owing, it is essential that you contact IIMBAS as soon as possible to discuss any alternatives. If you do not pay your fees according the schedule in your offer letter, your enrolment in the course will be suspended and you will be asked to attend a meeting with the Vice President (Academic) to discuss your financial position.

7.3.2. Following that meeting the Vice President (Academic) may

- 7.3.2.1. Offer you more time to pay your fees and remove your suspension; or
- 7.3.2.2. Offer you more time to pay, with your study suspension lifted on payment; or
- 7.3.2.3. Offer to negotiate a payment plan in agreement with a third party; or
- 7.3.2.4. Refuse to release your degree certificate and transcript until any tuition fee debt to IIMBAS has been paid; or
- 7.3.2.5. Recommend that the relevant education partner withdraws you from the course;
- 7.3.2.6. Any combination of the preceding five actions.

7.3.3. If you do not respond to the meeting request or do not attend, IIMBAS will recommend to the relevant education partner that your enrolment in the course be withdrawn.

7.3.4. You will be notified in writing of the outcome and timing of the implementation of the decision.

7.3.5. The decision of the Vice President (Academic) is final in these matters.

7.3.6. IIMBAS reserves the right to engage an external debt collection company to chase outstanding debt and to add associated legal costs once all other avenues for debt collection have been exhausted.

8. Data protection and disclosure of personal information

8.1. Data protection and disclosure of personal information is covered by our Privacy Policy, which is available from our website (at the bottom right of each page).

9. Termination of this agreement

- 9.1. Termination of this agreement by us.
 - 9.1.1. We reserve the right to terminate the Contract with you at any time by written notice and without liability if you have been found to be in material breach of these terms and conditions, including where:
 - 9.1.1.1. You have provided false, incomplete or misleading information in your application;
 - 9.1.1.2. A final decision has been made to expel you on the grounds of misconduct (academic or otherwise, subject to IIMBAS's Code of Discipline for Students and Disciplinary Procedures);
 - 9.1.1.3. You do not pay Tuition Fees by the dates specified;
 - 9.1.1.4. You fail to enrol or reenrol for further academic years of your Programme within set timescales.
 - 9.1.2. If the contract has been terminated under paragraph 9.1.1 you may not be entitled to a refund.
 - 9.1.3. IIMBAS will always explain to you your right to appeal a decision made under any of the above rules.
- 9.2. Termination of this agreement by you.
 - 9.2.1. The Contract will terminate automatically if you cancel or withdraw from the Programme. If you wish to withdraw, you must contact the Vice President (Academic) immediately at info@iimbas.com and they will advise of the process to follow.
 - 9.2.2. Your liability for fees is explained in section 7.2.1 of these term and Conditions.

10. Intellectual Property

- 10.1. The ownership of intellectual property rights is subject to the Intellectual Property Policies of our partner institutions, which set out their rules on the ownership, protection and commercialisation of intellectual property, including that created by students. You are subject to the Intellectual Property Policy whilst you are a student of the partner institution.

11. Liability

- 11.1. If we fail to comply with these terms and conditions, we will be responsible for any loss or damage you suffer that could be foreseen as a result of us breaking this Contract or us failing to use reasonable care and skill, but we will not be responsible for any loss or damage that could not have been foreseen. Loss or damage can be foreseeable if it is an obvious consequence of us breaking this Contract or if you and we considered it at the time we entered into this contract.
- 11.2. We only provide services for domestic and private use and will not be liable to you for any loss of profit, loss of business, interruption to business or loss of commercial opportunity under the terms of this Contract.
- 11.3. We do not in any way exclude or limit our liability for: i. death or personal injury caused by our negligence; ii. fraud or fraudulent misrepresentation; or iii. in any way breaking the terms for which liability cannot be limited or excluded, as under section 57 of the Consumer Rights Act 2015.
- 11.4. Events outside of our control.

- 11.4.1. Neither you nor we will be liable to the other for any failure or delay in complying with your or our obligations under these terms and conditions if the failure or delay is due to any cause outside your or our reasonable control, including government actions, war (whether declared or not), civil disturbance, terrorist attack or threat of terrorist attack, fire, natural disaster, extreme weather conditions, labour disputes, including disputes involving someone else's employees, and significant changes to our funding or government higher education policy.
- 11.4.2. Should any such circumstance arise we will take all reasonable and proportionate steps to mitigate any adverse impact on you.

12. Your cancellation rights

- 12.1. If the Contract between you and us has been concluded off-premises or at a distance you may cancel the Contract under the Consumer Contract (Information, Cancellation and Additional Payments Regulations) 2013 without giving any reason within fourteen days from the day after you accept the Offer. If you do want to cancel, you should email info@iimbias.com. If you cancel the Contract in this way, we will refund any deposit or fees paid by you to us in full as soon as reasonably possible but in any event within 14 days after the day when we received your notice of cancellation. To comply with UK law, including money laundering regulations, any refunds will be made to the payer only, using the original payment method.

13. Third party rights

- 13.1. This agreement is personal between IIMBAS and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your Tuition Fee) does not have any rights under or in connection with this agreement. We may transfer our rights and obligations under this agreement to another organisation. We will provide you with advance notice should such a transfer be proposed.

14. Complaints and appeals

- 14.1. Applicants
 - 14.1.1. Should you wish to raise a complaint in relation to your application process please first consult the relevant information on the website: [Complaints Policy](#).
- 14.2. Current students
 - 14.2.1. Should you wish to raise a complaint whilst on your Programme you should first consult the relevant process information on our website: [Complaints Policy](#).

15. Your other consumer rights

- 15.1. As a consumer, you have legal rights in relation to services that we do not carry out with reasonable skill and care, or if the materials we use are faulty or not as described.
- 15.2. For more details of your legal rights, visit your local citizens' advice bureau or trading standards office, of the Competition and Markets Authority website.

15.3. The alternative dispute resolution (ADR) body for registered students at universities is: The Office for the Independent Adjudicator Second Floor, Abbey Gate, 57-75 King's Road, Reading, RG1 3AB.

16. Law and jurisdiction

16.1. The Contract shall be governed by and interpreted under the laws of England and Wales. By clicking the confirmation link (which you will receive via email) in relation to these terms and conditions you agree that any disputes which may arise out of or in connection with the Contract, including its subject matter or formation, will be decided by the courts of England and Wales.

17. General

17.1. If any of these terms and conditions is found to be invalid or cannot be enforced, we will remove that term or condition from the Contract. This will not affect the remaining terms and conditions, which will continue to be valid and able to be enforced.

18. Related policies

18.1. Code of Discipline and Disciplinary Procedures

18.2. Appeals and Complaints Policy

19. Version control

Version	Approved by	Approval Date	Details
1.0	Executive Team	13 October 2020	Initial version
2.0	Board of Directors	24 January 2022	Revised sections 5.3.1, 6, 7.2.1 and 7.3.