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**Academic Board**

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**Meeting date** 29 June 2022

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**Paper reference** AB-22-06-29-02

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**Status** Final

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Meeting of the Academic Board to be held on **Wednesday, 29 June 2022** at 14.00, Great Hall, Strand Campus (with all members invited to stay for a drinks reception following the meeting).

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**Agenda**

<b>1</b>	<b>Welcome, apologies and notices</b> AB election results		Chair
<b>2</b>	<b>Approval of agenda</b>	AB-22-06-29-02	Chair
<b>3</b>	<b>Unanimous Consent Agenda</b> (including Minutes of the Previous Meeting and Actions Log)	AB-22-06-29-03	Chair
<b>4</b>	<b>Matters arising from the minutes</b>		

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**STRATEGIC DISCUSSION**

<b>5.1</b>	<b>The Strategy Refresh</b> (to discuss)	AB-22-06-29-05.1	Principal
<b>5.2</b>	<b>Update on King's People &amp; Culture Strategy</b> (to discuss)	AB-22-06-29-05.2	SVP (SPP)

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**REGULAR BUSINESS ITEMS**

<b>6</b>	<b>Report of the President &amp; Principal</b>		
6.1	Summary Report on Key Issues (to note)	AB-22-06-29-06.1	Chair
6.2	Celebrating Cultural competency (to discuss)	AB-22-06-29-06.2	M. Thain; 'F. Olonosakin
6.3	Student Terms & Conditions 2023/2024 (to approve)	AB-22-06-29-06.3	Executive Director, SED
<b>7</b>	<b>Report of the President of KCLSU</b> (to discuss) KCLSU President report	AB-22-06-29-07	KCLSU President
<b>8</b>	<b>Reports of Committees</b>		
8.1	Report of the Academic Board Operations Committee (i) PACE Membership on the Academic Board (to approve) (ii) Disposition of proposed agenda items (to discuss) <i>See Consent Agenda for remaining items from ABOC</i>	AB-22-04-20-08.1	Chair, ABOC
8.2a	Report of College Education Committee (i) TEF Update (to note) <i>See Consent Agenda for remaining items from CEC</i>	AB-22-04-20-08.2a Verbal Update	Chair, CEC
8.2b	Report of ASSC (i) Delegation of authority to CEC to approve the academic regulations 2022/2023 (to approve)	AB-22-06-29-08.2b	Executive Director, SED

8.3	Report of the College Research Committee (i) REF Results and Preparation <i>See Consent Agenda for remaining items from CRC</i>	AB-22-06-29-08.3	Chair, CRC
8.4	Report of the College International Committee <i>See Consent Agenda for items from CiC</i>	AB-22-06-29-08.4	Chair, CIC
8.5	Report of the College Service Committee <i>See Consent Agenda for items from CSC</i>	AB-22-06-29-08.5	Chair, CSC
8.6	Report of the College London Committee <i>See Consent Agenda for items from CLC</i>	AB-22-06-29-08.6	Chair, CLC
<b>9</b>	<b>The Dean</b> <i>Items for Consideration</i>		
9.1	Report of The Dean (to note)	AB-22-06-29-09.1	Dean
	<i>Item on Consent</i>		
9.2	To elect Associates of King's College (to approve)	AB-22-06-29-09.2	Dean
<b>10</b>	<b>Report from Council</b>	AB-22-06-29-10	Council Member
<b>11</b>	<b>Any Other Business</b>		

Irene Birrell  
College Secretary  
June 2022

## Unanimous Consent Agenda

A consent agenda is a tool often used by organizations to deal expeditiously with routine matters and reports, leaving more time for more strategic discussions. The items on a consent agenda are expected to be non-controversial and unlikely to engender questions. The items on the consent agenda, whether for approval or information, are dealt with by a single motion to accept/receive for information all items contained in the consent agenda. Before taking the vote, however, the Chair will ask whether any member wishes to have any item removed from consent in order to ask a question or make a comment about it. In such a case, the item is automatically removed from the consent agenda and will be dealt with at the end of the meeting or within the report of the Committee under which it sits. The remaining items are then unanimously approved/received for information en bloc without discussion.

While approval of an omnibus motion saves time at meetings, members will want to review the consent agenda materials carefully in order that they properly discharge their responsibilities. Members may ask to have an item removed from the consent agenda by so informing the Secretary or Chair at any time up until the motion is put.

**Recommended:** That the Academic Board approve or note for information the items contained in the Unanimous Consent Agenda, listed below.

Item	Title	Paper	Action
3.2	Minutes of April 2022 meeting	AB-22-06-29-03.1	Approve
3.3	Actions Log	AB-22-06-29-03.2	Note
<b>Report of the Academic Board Operations Committee (ABOC)</b>		AB-22-06-29-08.1	
8.1	(i) College International Committee Terms of Reference		Approve
	(ii) ABOC membership		Note
	(iii) Academic Board minutes style		Note
	(iv) Academic Board agenda plan		Note
<b>Report of the College Education Committee (CEC)</b>		AB-22-06-29-08.2a	
8.2a	(i) Flex, King's First Year and the Credit Framework	Annex 1	Approve
	(ii) King's First Year: Gateway to King's	Annex 2	Approve
	(iii) Programme Enhancement Process 2022/23	Annex 3	Approve
	(iv) Policy and Working Group for Module & Teaching Evaluations – update	Annex 4	Approve
	(v) The Inns of Court College of Advocacy (The ICCA) Academic Regulations for 2022/23	Annex 5	Approve
	(vi) Academic Appeals Period 2 & 3 Examinations: Impact of War in Ukraine	Annex 6	Approve
	(vii) Misconduct Policy & Procedures	Annex 7	Approve
	(viii) Fitness to Study	Annex 8	Approve
	(ix) Applicant Complaints Policy (Student Admissions)	Annex 9	Approve
	(x) Fee Status Policy (Student Admissions)	Annex 10	Approve
	(xi) TEF Update		Note
	(xii) Student Deaths: Procedure, data and context		Note

	(xiii)	Postgraduate External Examiners Overview Report 2020/2021	Note
	(xiv)	Programme Enhancement Plans 2020/21 – overview report	Note
	(xv)	PGT Assessment Boards Annual Report 2020/21	Note
	(xvi)	Royal Academy of Dramatic Arts (RADA) Academic Regulations 2022/23	Note
<b>Report of the College Research Committee (CRC)</b>			AB-22-06-29-08.3
8.3	(i)	King's Research Strategy Refresh	Note
	(ii)	Update from Libraries and Collections	Note
	(iii)	King's Inspired Science	Note
	(iv)	Public and Community Engagement	Note
<b>Report of the College International Committee (CIC)</b>			AB-22-06-29-08.4
8.4	(i)	Review of the CIC ToR	Note
	(ii)	Circle U	Note
	(iii)	Staff Global Mobility	Note
<b>Report of the College Service Committee (CSC)</b>			AB-22-06-29-08.5
8.5	(i)	Progress on Sanctuary Programme	Note
	(ii)	King's Volunteering Launch	Note
<b>Report of the College London Committee (CLC)</b>			AB-22-06-29-08.6
8.6	(i)	Chair's report	Note
	(ii)	Entrepreneurship Institute: London update	Note
	(iii)	One King's Impact Challenges: Update	
	(iv)	King's London Highlights	
<b>Report of the Dean</b>			
9.2	To elect Associates of King's College		AB-22-06-29-09.2 Approve

Irene Birrell  
College Secretary  
June 2022



See published minutes following meeting approval

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**Academic Board**

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**Meeting date** 29 June 2022

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**Paper reference** AB-22-06-29-03.3

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**Status** Final

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## Actions Log

### Action required

- ☐ For approval
- ☐ For discussion
- ☒ To note

### Executive summary

The Board is asked to note the updated Actions Log.

## Actions Log

Meeting	Minute	Topic	Action	Owner	Deadline (and any Revisions)	Notes	Progress
9 March 2022	3	Minutes	That the Academic Board Operations Committee (ABOC) be requested to review the format of minutes, and report back to the Academic Board	College Secretary	June meeting	ABOC's report to Academic Board is on the 29 June Academic Board agenda	Complete
16 June 2021	6.4	Student Terms & Conditions 2022-2023	Student Terms and Conditions: Clause 4.3 to be taken under advisement with a comprehensive response brought back to Academic Board.	VP Education	June 2022	Considered as part of the scheduled consideration of Terms and Conditions for 2023/2024 – see report at item 6.3 on the 29 June Academic Board agenda	Complete

Irene Birrell, College Secretary  
 Xan Kite, Director of Governance Services  
 Joanna Brown, Governance Manager

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-05.1
<b>Status</b>	Final

## The Strategy Refresh

### Action required

- ☐ For approval  
☐ To recommend for approval  
☒ For discussion  
☐ To note

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	This document is the first draft of Strategy 2026 for feedback from Academic Board, following initial feedback received from Council and University Executive.
<b>What are the key points/issues?</b>	<p>This paper provides an overview of the high-level goals, objectives and enablers that currently form our thinking of what our priorities should be to achieve Vision 2029. It follows extensive consultation drawn from workshops and listening exercises with members of our community, including previous discussions at Academic Board.</p> <p>Strategy 2026 sets out our proposals for strategic direction at this stage: it is not an implementation plan which we will develop collectively once our strategic thinking has received formal approval and we have a better sense of available resources later this year.</p> <p>This is an initial draft of the strategy and will be revised based on feedback we receive. Although the paper is not secret, we would therefore ask colleagues not to circulate it at this stage, as we seek to share it with broader audiences in a systematic manner.</p>
<b>What is required from members?</b>	<p>Members of Academic Board are asked to consider the following questions and provide feedback, particularly focused on the following questions:</p> <ul style="list-style-type: none"> <li>• Is there anything major we have missed or need to emphasize more? Is there anything that can be dropped?</li> <li>• What are our critical success factors?</li> <li>• What lessons have we learned from the past that will ensure our future success?</li> </ul> <p>Colleagues who are not able to contribute during the session are invited to provide feedback directly to the project team at <a href="mailto:strategy2026@kcl.ac.uk">strategy2026@kcl.ac.uk</a></p>

### Paper History

Version	Date	Note
1.0	29/4/22	To PST
1.1	3/5/22	To UE and Council – minor wording change to enabler B1
2.0	9/6/22	Revised version following feedback from PST, UE and Council
2.1	13/6/22	Revised following PST

### Paper Submitted by:

Shitij Kapur, President and Principal

These pages have been redacted

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-05.2
<b>Status</b>	Final

## Update on King's People & Culture Strategy

### Action required

- ☐ For approval  
☐ To recommend for approval  
☒ For discussion  
☐ To note

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	This paper provides a short update to Academic Board on the 'People & Culture' work that is being developed as part of the strategy refresh of Vision 2029.
<b>What are the key points/issues?</b>	Strategy refresh, staff well-being, bullying & harassment, Equality, Diversity & Inclusion Oversight & Governance
<b>What is required from members?</b>	To discuss the update and provide feedback on progress

### Paper History

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

### Paper Submitted by:

Professor Evelyn Welch, Senior Vice President, Service, People & Planning  
 Lorraine Kelly, Director of Equality, Diversity & Inclusion and Organisational Development

## Update on King's People & Culture Strategy

Since the last Academic Board meeting, there has been an Away Day of approximately 85+ staff from across King's, including Equality, Diversity & Inclusion (EDI) and other network leaders, to look at the key issues the strategy needs to address in terms of people and culture. In the meantime, we have also taken a number of other actions, including commissioning a review of our provision for well-being and mental health support and a review of our institutional approach to EDI. In addition, there has been significant progress on the infrastructure and monitoring designed to ensure that staff feel able to report bullying & harassment and that positive action is taken.

Finally, further progress has also been made in establishing the two new committees that will provide Council and Executive governance of policies related to our Staff community. However, this will only be finalised in the next academic year as new executive appointments, such as the Senior Vice-President Academic, Professor Rachel Mills, arrive.

### Strategy refresh:

Following feedback, the 'People & Culture' strategic refresh has been lifted out of the group of enabling strategies and given more prominence as Goal 2: 'A Thriving Staff Community' where we will support all our staff to develop their potential within a positive and inclusive community.

It notes that people come to work at King's for many reasons. With over 10,000 staff, we are a very diverse community. To be successful we need to hear the voices of all those who make our university function. Vision 2029 promised to build a high-performance culture at King's by fostering individual and team success and to invest in success through the best possible leadership and staff development programmes. Since 2016, we have put in place many of the building blocks to realise this ambition, introducing our Principles in Action and Community Charter, creating research leadership programmes, an academic education career pathway, staff networks and a university-wide commitment to inclusion, along with efforts and initiatives to improve and protect wellbeing. Our staff have told us that they are proud of working at King's and have a strong sense of purpose and mission, caring about their students, their work and their colleagues. At the same time, we know that many of our staff are concerned about workloads, pay and pensions, equality, diversity and inclusion and opportunities for career development. We also know that there are areas where our support for staff wellbeing and mental health can be improved. We are committed to working with our staff and unions on these and other issues, as we continue to support our people and to continue to develop a strong, inclusive culture.

This strategic goal also aligns with our institutional priority to 'become sector-leading in supporting student mental health and wellbeing' where staff mental health and wellbeing is central in student success. To do so, King's will operationalise the whole university approach as set out in the Universities UK Mentally Healthy Universities Framework and Student Minds University Mental Health Charter. The whole university approach gives King's the opportunity to promote and embed wellbeing in all that we do, taking into account the experience of both students and staff. We will need to evidence our work to support staff wellbeing and development as part of our application to the University Mental Health Charter, which we will be making next academic year.

Focused recommendations include:

- Developing systematic ways of measuring, reporting and improving staff engagement and satisfaction at all levels.
- Developing effective governance for staff wellbeing at the organisational level; equipping senior leaders and managers to better role-model and support wellbeing; ensure staff have access to tools, resources and information to manage and protect their own health and wellbeing.
- Coordinating and providing robust development, training and support for staff members directly or indirectly supporting student and staff mental health and wellbeing.

- Tackling increasing workloads and demands by undertaking a programme of work across the university to understand the drivers of high workload in individual areas and working with teams to identify appropriate interventions.
- Investing in leadership programmes that ensure we create strong communities at every level, with no tolerance for bullying or harassment.
- Continuing our work to monitor and act on reports of bullying or harassment, including microaggressions through, for example, active bystander training.
- Ensuring we have effective progression pathways for research and teaching colleagues on short-term contracts and for Professional Services. This will require us to develop a series of career development and training streams that are suited to our diverse community of employees and role-types.

We look forward to getting further feedback on the strategic goal which is a new addition to Vision 2029.

### **Staff Wellbeing and Wellbeing days**

Following concerns about the withdrawal of wellbeing days in January 2023, the Director of Organisational Development commissioned an external review of our overall provision to support the wellbeing and mental health of staff. Affinity Health spent several months on the exercise, including reviewing survey material, our policies and procedures, and undertaking interviews, to ensure that it was done with an appropriate level of external scrutiny. A summary report will come to University Executive and to the Academic Board.

Initial indications are that we do have significant support for staff wellbeing (both academic and professional services) but that this is often difficult to find and navigate: <https://internal.kcl.ac.uk/staff/experience/index>. It also concluded that the *Employee Assistance Programme*:

<https://internal.kcl.ac.uk/staff/experience/wellbeing/accessing-support-now> is appreciated but used infrequently while the *togetherall* help for mental health support needs to be better highlighted: <https://togetherall.com/en-gb/>. Finally, there is concern over the inconsistency of manager decision-making in terms of, for example, flexible working and responsiveness to personal circumstances such as mental health.

The report notes the very strong feelings about the availability of wellbeing days which were introduced as a temporary measure during the Covid-19 pandemic. While they were never intended to be a permanent feature, they are now an important part of the toolkit that staff use to manage their own wellbeing and mental health. The report has made it clear that a version of this offer needs to be retained. We are looking at how to reintroduce them in September in a manner which recognises that some areas of the university need more certainty about the availability of staff on a daily basis.

### **Bullying & Harassment**

King's is committed to creating an inclusive, respectful and safe environment for every member of our community. As such, bullying and harassment have no place at King's, and we take reports of such behaviours very seriously. As with well-being we have numerous policies, procedures and toolkits in place which are available on our '[Dignity at King's](#)' website. We have put in place a number of actions underway to ensure that all our staff and students are able to call out unacceptable behaviours in the knowledge that they will be dealt with swiftly and fairly. This information is sobering for as the data below shows, it indicates that bullying and harassment does still take place, with particular pockets of concern.

For example, the EDI team have revised the current anonymous disclosure form (ADF). The College data indicates that:

- There were 101 disclosures overall during the 5.5 month period. This compares to 80 disclosures received throughout the whole of 2021 via the old ADF. If disclosures continued at this rate, this would mean more than a two-fold increase in disclosures.
- In terms of the updated form, 75% of those that used the ADF had experienced an incident, 21% had witnessed an incident, and 4% were told about an incident.



- The most common behaviour disclosed was microaggressions (37). This was closely followed by bullying (33)<sup>1</sup>. The general category of harassment was also commonly disclosed (23) with harassment or discrimination on the grounds of religion or belief also disclosed (5) along with harassment or discrimination on the grounds of sexual orientation (4) and sexual harassment or sexual misconduct (13). Common behaviours identified were also controlling or coercive behaviour (23) and intrusive questions, remarks, or comments (22).
- Where incidents were perceived to be related to protected or other characteristics, the highest number related to the category 'gender or sex' (29) and 'ethnicity or race' (22).
- Disclosures during this time period showed that 53 staff, 45 students and 3 visitors/members of the public shared an experience of an incident. The largest cohort of those experiencing the inappropriate behaviour by specific role type appeared to be Undergraduate Students (26), followed by Professional Services Staff (24).
- From those experiencing the inappropriate behaviour the highest number were in IoPPN (15) followed by FoLSM (11). When we compare these figures to the population of staff and students in different areas<sup>2</sup>, the proportion of disclosures coming from IoPPN (19.7%) is higher than might be expected given the size of the population as a percentage of the total King's population (10.6%). The proportion of disclosures from FoLSM (14.5%) is slightly lower than might be expected given the size of the population as a percentage of the total King's population (17.3%)<sup>3</sup>. Other areas which appear to have an elevated rate of disclosures relative to their population are FoDOCS (6.6% vs 3%), SED (5.3% vs 1%), E&F (3.9% vs 1.1%) and Estates Trading (2.6% vs 0.3%).
- Disclosures during this time period reported that 80 staff, 44 students and two visitors/members of the public perpetrated incidents. The largest cohort of those who were said to be perpetrating the inappropriate behaviour by specific role type appeared to be Academic Staff (31).
- The largest cohort by area worked in of those who were said to be perpetrating the inappropriate behaviour was also in FoLSM (22). A large number of disclosures were about those in 'other' areas or the respondent was not sure of the area. When we compare these figures to the population of staff and students in different areas, the proportion of disclosures about those in FoLSM (21.6%) is higher than might be expected given the size of the population as a percentage of the total King's population (17.3%). Other areas which appear to have an elevated rate of disclosures about them, relative to their population are FoDOCS (5.9% vs 3%), E&F (4.9% vs 1.1%), Estates Trading (3.9% vs 0.3%), IT 3.9% vs 0.3%, and SED (2.9% vs 1.5%).
- The incidents disclosed happened mainly online (45), with 23 on Guy's Campus, 18 off-campus and 15 on Strand Campus and 10 on both Denmark Hill and Waterloo Campus.

In disseminating the data EDI are seeking to balance maintaining the anonymity of individuals whilst making sure that managers and leaders have timely information that can be used to make a difference.

In addition, the IoPPN has recognised its specific challenges. Under the EDI leadership of Zoe Kennedy and Ann McNeil, the IoPPN have piloted their own anonymous reporting tool as well as undertaking a cultural audit commissioned from an external provider: 4oC on how to create an inclusive, high-performing environment:

<https://www.kcl.ac.uk/ioppn/diversity-inclusion>

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<sup>1</sup> Most questions allow the respondent to select multiple options. Therefore, the number or percentage will not add up to 101/100.

<sup>2</sup> The population of staff in local areas was provided by People, Data and Analytics on 20.4.22. The population of students in local areas was taken from the Welcome to King's Power BI App on 31.5.22.

<sup>3</sup> It should be noted that IoPPN have their own Anonymous Reporting Form which has been continued after a pilot phase. This runs in parallel to the King's Anonymous Disclosure Form and data from the IoPPN Form has not been included in this analysis. FoLSM also have Confidential Advisors which may affect the number of disclosures received.

The IoPPN reporting tool had 80 anonymous reports over a 17-month period from November 2020 to March 2022. As with the College-wide reports, the majority (43) were made by someone experiencing inappropriate behaviours from an academic staff member with students (25) and researchers (25) being the recipient. Most reports indicated that bullying was an issue (47) followed by microaggressions (31). The majority of reports, as with the College-wide anonymous reporting tool, perceived the issue to be related to protected or other characteristics, the highest number related to the category 'gender or sex' (23).

The IoPPN have taken a number of important steps to address these issues. Materials to support this work can be found here: <https://emckclac.sharepoint.com/sites/CEC/SitePages/Addressing-Bullying-and-Harassment-Toolkit.aspx>

Building on work that has been piloted at the IoPPN and other Faculties, we will be introducing a more comprehensive College-wide 'Report & Support' tool in Autumn 2022. This will enable staff and students to report instances of bullying and harassment – via both named and anonymous reports – and to access support. The system will allow for College-level reporting of data around both named and anonymous reports, and these reports will be shared on an annual basis with Council as well as with other key university committees. This information will also enable us to take more informed action around preventing harassment and bullying, as well as addressing the impact on individuals and teams. This work is being led by Joy Whyte in SED along with KCLSU and colleagues in HR and will be implemented in the next academic year, 2022-23.

### **Equality, Diversity & Inclusion Oversight and Governance**

The University's Council has approved the establishment of a new Council committee focusing on Staff & Culture Strategy and the University Executive has agreed a new committee for Staff & Community which will advise UE and the Principal. These two committees will be responsible for ensuring that the strategies and actions put in place to support Goal 2: A Thriving Staff Community are developed and monitored. Membership of these Committees will be agreed in the Autumn once new members of the senior team are in place.

Following the departure of Sarah Guerra, Director of EDI, to take up a role at the Bank of England, Evelyn Welch met with each Faculty to identify future EDI needs, noting that there was also a high level of demand for specialist support from Professional Services directorates as well. In response, we have commissioned a review from the firm, Pearn Kandola which specialises in inclusive leadership. Pearn Kandola undertook the 2015 review that led to our new ways of working in EDI. It is appropriate to ask them how far we have come since their initial findings and what we need to do to keep the momentum going towards being a more inclusive organisation.

In advance of the review, following an internal advertisement and interview, we have appointed Lorraine Kelly to lead the EDI as well as the Organisational Development team for the next academic year. Lorraine Kelly will work closely with Professor Tim Newton, Dean for Research Culture and with Dr Ellen Clark-King. Dr Clark-King will chair the Equality, Diversity & Inclusion committee, and act as the voice of EDI and the staff community at the monthly University Executive meeting. Together they, with all our colleagues, will ensure that the EDI initiatives and action plans that are in place across the organization, particularly in terms of the central issue of bullying and harassment, are realised in ways that improve the lives of staff and students.

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-06.1
<b>Status</b>	Final

## Principal's report

### Action required

- ☐ For approval  
☐ To recommend for approval  
☐ For discussion  
☒ To note

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	Report from President & Principal highlighting current issues and events and developments since the last meeting of Academic Board.
<b>What are the key points/issues?</b>	Covid; admissions; Ukraine support; Visit to India; senior leadership
<b>What is required from members?</b>	To note

### Paper History

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

### Paper Submitted by:

President & Principal

# Principal's report

## Section A - Current topics

### 1. Coronavirus update

The university continues to manage the risks and impact of coronavirus but with a more business as usual approach through the Health and Safety Office and Business Resilience team. We continue to monitor on-campus infection rates and footfall for both staff and students and will adjust our safety plan as needed.

### 2.

[REDACTED]

[REDACTED]

### 3. Ukraine support

King's is leading on a University Sponsorship Model for UK universities to best implement the UK Government's Homes for Ukraine scheme. This initiative builds on King's longstanding work into creating opportunities for forcefully displaced people and sits alongside King's Sanctuary Programme, which was formed in 2015 in response to the global issue of forced displacement which now affects more than 84 million people worldwide. The Model will involve King's hosting 50 refugee students or academic members of staff within our community as well as supporting four other strategic partner universities to do the same. To become a Strategic Partner with King's we have set out some expectations, including being willing to speak publicly about the work, financial investment, a long-term commitment to Sanctuary and support for educational pathways for forcibly displaced communities.

### 4. A delegation to India to explore academic and partnership opportunities

India has been a strong partner and region of interest to King's. I led a delegation visiting our partners, students, offer-holders, school principals, as well as government officials in Hyderabad and Bangalore and British Council officials in India. The main impressions are that India is an increasingly important and growing base for international students. UK universities, and King's particularly, are very highly regarded – though decisions are often influenced by considerations of opportunities beyond the university, where US/Canada/Australia are seen as more competitive. There is significant opportunity for us to explore deeper links with Indian institutions and more potential students from India. This will have to be considered in the context of our future shape and size consideration.

## 5. Senior Leadership

### SVP/VP:

- **SVP (Academic)** – Professor Rachel Mills, currently Provost at University of Sussex, has been appointed as SVP Academic. She takes up the post on 15 August.
- **SVP (Service, People & Planning)** – following Professor Evelyn Welch’s appointment as Vice-Chancellor at Bristol University, we are undertaking a review of the portfolio with external input and will announce future arrangements soon.

### **Section B - Active Considerations by Management**

- Pay and Pensions
- Industrial Action
- Strategy Refresh
- Budget 2022-25
- Academic Strategy 2022-23
- GTA strategy

Academic Board	
Meeting date	29 June 2022
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Status	Final

## Celebrating Cultural Competency

### Action required

- ☐ For approval  
☐ To recommend for approval  
☒ For discussion  
☐ To note

### Paper Explanation for Members

Why is this paper being presented?	The management report updates Academic Board on 1) progress with the cross-College Cultural Competency Programme, 2) the Cultural Competency landscape, including the interdisciplinary Cultural Competency Unit, 3) strategic ambitions and achievements to date.
What are the key points/issues?	<p>Cultural Competency is the ability to view the world through the lens of others, in all their diversity. It will shape our institutional values and culture and enable our people to fulfil ED&amp;I commitments.</p> <p>The programme is cutting-edge, cross-College and co-created. It is an instantiation of <i>One King's</i>, with benefits to the entire organisation. The programme is delivered by the Cultural Competency Unit in Arts &amp; Humanities. The Unit is co-sponsored by FoLSM and Arts &amp; Humanities, with co-directors from each Faculty.</p> <p>A student Kickstart has been delivered. A level 5 King's First Year module and Level 5 module are under development. A Cultural Competency Co-Creation Group (4C Group), composed of students and staff from all faculties and departments, has been established. A foundational bitesize module for all staff is forthcoming, academic year 2022/23.</p>
What is required from members?	<b>Members are asked to read the update for information. Also, to comment on engaging staff with and embedding cultural competency.</b>

### Paper History

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

### Paper Submitted by:

Professor Marion Thain & Professor 'Funmi Olonisakin

## Celebrating Cultural Competency

1. This report sets out an update on the main areas of work related to the Cultural Competency programme, a cross-College initiative, that has been co-created and supported by many voices across the staff and student body at King's. This is a concrete instantiation of what *One King's* might look like, and it expresses the heart of King's values.

### *Cultural Competency at King's*

2. Cultural competency (CC) is one of the two core values within King's Vision of Internationalisation. At King's, we understand CC as the ability to view the world through the lens of others, in all their diversity, including people from different nations and regions, socio-economic backgrounds, races, genders, ages, religions, sexual orientations, and abilities. This entails developing and enabling institution-wide understanding of concepts including positionality, intersectionality, and interdisciplinarity.
3. The Cultural Competency Programme aims to develop critical awareness of the core principles and issues surrounding cultural competency. One of the core principles is 'integration,' which will allow King's students and staff to integrate cultural competency into their academic, professional, and everyday lives in both theoretically sophisticated and applied ways.
4. The programme also aspires to equip students and staff with skills that are highly regarded by employers<sup>1</sup>. For example, open mindedness; communication; adaptation; continual learning. In this way, cultural competency will shape our *One King's* culture and working practices, leading to positive change at King's. It will also enable *King's People* to become effective global citizens, leading to positive change beyond King's walls.

### *Ambitions*

5. The Cultural Competency (CC) Programme has the potential to deliver against four of the strategic refresh workstreams (under development). This is exciting, in terms of CC being seen as integral to King's ambitions, also providing coherence across different strategic priorities. A three-year roadmap can be found at **Appendix 1**.

### *World class education*

6. CC will deliver our commitment to inclusivity, i.e., shaping the curriculum and the intrapersonal classroom environment. It will benefit students' holistic experience, e.g., the residential experience; an increased sense of belonging to King's. Alongside a raft of Education & Students and EDI initiatives, CC will contribute to improved student indicators, e.g., NSS. Beyond King's, it will equip students for multicultural workplaces/societies.
7. To achieve this, we are developing credit-bearing compulsory and elective modules for students. For example: the Student Kickstarter (93% satisfaction rating); King's First Year; Level 5 Cultural Competency Professionalism & Practice Innovation Module.

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<sup>1</sup> Culture at work, British Council, March 2013

8. We must also focus on training King's educators to mitigate any asymmetry in CC literacy and perceived vulnerability by teaching and learning staff. To do this, we will work with the Inclusive Education Steering Committee and Working Group.

## People & Culture

9. CC will deliver institutional culture change. Staff, including leadership, will be empowered to create culturally competent work cultures. CC values will be embedded across activities. CC will inform King's proposition as an employer, i.e., CC will be a defining characteristic of a King's career
10. To achieve this an all-staff Cultural Competency Co-Creation Steering Group has been set up, with Special Interest Groups (SIGs) under development. The SIGs include CC for PGR students and research staff, and CC education for healthcare programmes. Upcoming areas of interest include teaching & learning; management & leadership; student facing services, including front of house.
11. The Cultural Competency Unit (CCU) will also develop staff programmes via co-creation and collaboration (guiding principles: *active engagement* and *empowerment*). Next steps include:
- Immediate Term: CC Bitesize (possibly re-packaging the Student Kickstarter) and further SIGs to embed principles
  - Medium Term: a CCU developed staff programme suitable for academic and professional services staff
  - Comms & engagement across Faculties/Directorates (and online) to achieve an institutional commitment to CC

## Strategic Impact

12. CC will have real impact beyond King's walls. External education will include both executive education and community programmes co-created with local organisations. King's local, national and global networks will be leveraged to reach a diverse client base in order to drive change across regions and sectors (e.g., government; corporate; third sector).
13. To achieve this, we will work jointly with, e.g., KBS, KPED, King's Online, to identify target audiences and learning outcomes. We will develop a roadmap to design and pilot external programmes, including associated costs and projected revenue. The ambition is to launch 2023/24.

## Sustainable research excellence

14. CC at King's is a deeply intellectual initiative. Academic rigour gives credibility to and drives activities. The Cultural Competency Unit will become a centre of excellence, known for innovative methodology and action research. It will be interdisciplinary in nature.
15. To achieve this, we are developing a research strategy and planning PhD and interdisciplinary secondments. Growth is contingent upon funding.

## Achievements

### Cultural Competency Kickstarter

16. 1796 students have enrolled on the Kickstarter, which aims to introduce students to core concepts. 55% have started the Kickstarter, with 41% completing it (i.e., a 75% conversion rate). Once students engage with the curricular, the majority are motivated to explore each aspect. The Kickstarter has either met or exceeded students' expectations (47% and 46% respectively).



Likewise, students are likely or very likely to recommend the Kickstarter to a student or friend (53% and 34% respectively).

17. Whilst communications and engagement initially focused on first year undergraduates, the Kickstarter attracts students from all levels of study. 71% are undergraduates across L3-5; 24% post graduate taught students; and 2% post graduate research students. It also attracts students from across faculties, with 65% from the Health faculties. The highest-ranking faculties are FoDOCS (628 students); NM&PC (205 students); SSPP (187 students). To understand FoDOCS success, see case study below.
18. The Kickstarter has a global reach. Students from 86 countries out of a world total 199<sup>2</sup> are enrolled.<sup>3</sup>
19. Upon completion, students have been invited to become Cultural Competency Champions, supporting the digital campaign and peer-to-peer engagement. Testimonies can be found below. Next steps include improving reward and recognition plans, to drive enrolment and start rates.

#### **Faculty of Dentistry, Oral & Craniofacial Sciences (FoDOCS) – Clinical Humanities Case Study**

20. In mid-October FoDOCS had the lowest participation rates. In response students on the Clinical Humanities modules (years 1 & 2) were asked to complete the Kickstarter and provide reflections in module discussion forums.
21. As of March FoDOCS had the highest participation rates across all Faculties, with the greatest number of Cultural Competency Champions. The approach taken by FoDOCS, aligning the Kickstarter with existing and relevant modules, was commended by Professor Sally Everett, Inclusive Education lead at the College.

#### **Civic Leadership Academy**

22. A CC masterclass and the Student Kickstarter were embedded into the Leadership Development Curriculum for the Civic Leadership Academy (King's flagship civic leadership development and social mobility programme). Civic Scholars reflected on how aspects of their culture and their positionality could impact their placements with community organisations.

#### **King's 100**

23. King's 100 Students requested cultural competency as one of their top three topics, academic year 2021/22. The Cultural Competency Unit and the International Team in the President & Principal's Office delivered sessions focused on cultural competency in the King's context. Findings will shape the Cultural Competency Unit's student programmes.

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<sup>2</sup> 195 UN countries plus 2 non-member observer states and 2 self-governed territories

<sup>3</sup> 40% of countries have 5+ students enrolled; 21% 10+ students enrolled; 9% 20+ students enrolled.

### **King's First Year**

24. King's First Year is a unique transformational experience that connects students to our institutional vision (e.g., service; civic engagement; entrepreneurship). Alongside Disruption and Changemaking, and Community Organising, CC is an academic cornerstone of the module. Kickstarter e-learning content will be migrated, with some modifications. The module will be piloted academic years 2022/23 and 2023/34.

### **Cultural Competency Professionalism & Practice Innovation Module**

25. This L5 innovation module is open to students across all programmes. It is designed to introduce students to the theories that underpin CC, the history of the concepts and of the contexts from which they emerged, and to the possibilities of enacting practical change for good, using these ideas. The module will run for ten weeks, twice a year (Semester 1 and Semester 2). The module launches academic year 2022/23.

### **Cultural Competency Co-creation Steering Group**

26. This staff forum contributes to the development of King's institutional CC through peer-support; sharing of resources and good practices; development of Special Interest Groups (SIGs). Its membership comprises Faculty and Directorate experts and champions; the Cultural Competency Unit; and the International Team in the President & Principal's Office.
27. SIGs realise cultural competency across education, research, and professional development. They engage staff and students to explore and apply CC, to achieve meaningful change at King's.

### **Special Interest Groups (SIGs) under development**

#### **CC for post-doctoral research staff**

28. Research is global and diverse. Relationships between early-career researchers (i.e., PGR students and contract research staff) and supervisors/research managers are critical for success. This SIG will explore integrating CC into training and development, to inform these professional relationships.

#### **CC education for healthcare programmes**

29. This SIG will develop CC IPE programmes across healthcare programmes, including workshops and/or content, e.g., patient scenarios used in clinical simulations. It will build a network to support CC education and research initiatives and advocate for SLT recognition and engagement.

### **The interdisciplinary Cultural Competency Unit, Faculty of Arts & Humanities**

30. The Cultural Competency unit underpins all this activity. Established in October 2021, it develops student and staff cultural competency programmes through co-creation and co-production. Also, research strategies to advance knowledge of CC and best practice. In this way, academic rigour gives credibility to King's offer and ensures it achieves positive cultural change.
31. The Cultural Competency Unit is located within the Faculty of Arts & Humanities while sourcing expertise across all faculties, i.e., it is interdisciplinary. The Unit is co-sponsored by FoLSM and Arts & Humanities, with co-directors from each Faculty. Of note, it will be a flagship component of Arts & Humanities new cross-cutting Global Cultures Institute [forthcoming]. It receives strategic advice and guidance via an Advisory Board comprising key stakeholders from across the organisation.

## Cultural Competency Champions 2021-22 testimonies

### CULTURAL COMPETENCY CHAMPION

"I liked the Cultural Competency Kickstarter as a whole, as I consider it to be structured in the best possible way: from the internal to the external, which is relevant to generate a personal commitment to social challenges. In particular, I find the concepts of 'Positionality' and 'Active listening' extremely relevant and interesting, in order to connect and empathise with other realities ... I think the Kickstarter will be really useful to my experience not only at King's but also in what awaits me after my studies, using all that I have learned in my daily relationships and also in my future goals of becoming an agent of social change. We are in a very interconnected world where we need to know and understand other realities, in order to develop solutions that include everyone.

**Cristian Escudero**  
MA Political Economy

### CULTURAL COMPETENCY CHAMPION

"I loved the chapter about scrutinising the self and listening in to others. This is something I struggle with sometimes as I have selective hearing and perhaps react too quickly. As such, this chapter taught me about thinking before I speak. I love the definition of cultural competency of 'seeing the world through the lens of others' which is so important as it allows you to relate to people and understand their different cultures. Lastly, it was amazing to find out how King's contributes to health communities across the world and the impact they have. This proves that not only is King's one of the strongest educational institutions, they also have a strong impact across the world!"

**Viol La' Shokoya**  
BSc Maths with Management and Finance, 3rd year

### CULTURAL COMPETENCY CHAMPION

"I wish I had taken the Cultural Competency Kickstarter earlier in my studies as it would have given me the tools to reflect critically on how I communicate with people from all walks of life ... I especially liked the focus on building empathy and developing active listening. As I've taken a break from my career to do my MA at King's, I believe these are also essential skills in the working world, and I'm really glad to bring this with me as I graduate."

**Min Hui Lee**  
MA Public Policy 2020-21

### CULTURAL COMPETENCY CHAMPION

Coming to King's, one of my main priorities was to develop my understanding of different cultures and backgrounds, having come from a much less diverse city than London. The Cultural Competency Kickstarter enabled me to do just that but set the scene perfectly by allowing me to look intrinsically at my own culture and culture-based habits, and deconstructing cultural practices embedded in British society. It has given me the personal and professional perspectives of practising cultural competency, and the importance of critical competency, which I will take with me as parts of both my personal and professional identity in the future.

**Alisha Karim**  
BSc Dentistry BDS, 1st year

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-06.4
<b>Status</b>	Final

## Terms and Conditions Review

### Action required

- ☒ For approval  
☐ To recommend for approval  
☐ For discussion  
☐ To note

### Motion:

- 1) That Academic Board approve the following Terms and Conditions sets:
  - a. General Student Terms and Conditions 2023/24 (**Annex 1**)
  - b. King's Online Terms and Conditions for 2023/24 (**Annex 2**)
  - c. King's Pre-sessional Students Terms and Conditions for 2023/24 (**Annex 3**)
  - d. King's International Foundation Terms and Conditions for 2023/24 (**Annex 4**)
  - e. King's Open Enrolment Short Courses Terms and Conditions (**Annex 5**)
  - f. King's Language Centre Language Modules (Credit-Bearing) and Non-Assessed Courses Terms and Conditions for 2022/23 (**Annex 6**)
  - g. King's Language Centre Evening and Saturday and Summer Language Courses Terms and Conditions for 2022/23 (**Annex 7**)
  - h. King's Language Centre Corporate & Tailor-Made Tuition Terms and Conditions for 2022/23 (**Annex 8**)

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	To ensure the various Terms and Conditions sets that apply across the university are reviewed and approved by Academic Board ahead of the new academic year, ready for the new admissions/application cycles.
<b>What are the key points/issues?</b>	<p>There are eight sets of Terms and Conditions that apply across the university.</p> <p>The General Student Terms and Conditions and the associated sets (King's Online, King's Pre-sessional, King's International Foundation) are submitted to Academic Board for review and approval annually.</p> <p>The remaining Terms and Conditions sets apply within the King's Professional &amp; Executive Development and the Language Centre and these sets have not been submitted to Academic Board for approval in previous years and have instead been reviewed internally, following a different review schedule.</p>



	<p>It has been confirmed by the College Secretary and the Executive Director of School of Professional and Continuing Education (PACE) that these sets should be going to Academic Board, particularly as the departments now form part of PACE.</p> <p>On the recommendation of internal legal counsel, all the terms and conditions have undergone external legal review.</p> <p>A summary of the key changes to each set is provided in the report. However, Academic Board's attention is drawn to the following key points:</p> <ul style="list-style-type: none"> <li>• The outstanding action from the June 2021 Academic Board meeting has been completed as part of the Terms and Conditions review for 2023/24.</li> <li>• Fees-related information from the Academic Regulations has been incorporated into the General Student Terms and Conditions and the associated sets on the recommendation of Legal Counsel after it was identified that contractual information related to student fees was detailed in the Terms and Conditions, Academic Regulations and Fee Payment webpages, and this varied in consistency.</li> </ul>
<b>What is required from members?</b>	To review and approve each set of Terms and Conditions.

#### Paper History

Action Taken	By	Date of Meeting
Recommended	CMA Steering Group, via Chair's Action	N/A

#### Paper Submitted by:

Darren Wallis, Executive Director of Students and Education Directorate

# Terms and Conditions Review

There are eight sets of Terms and Conditions (T&Cs) that apply across the university, which are:

1. General Student Terms and Conditions 2023/24 (**Annex 1**)
2. King's Online Terms and Conditions for 2023/24 (**Annex 2**)
3. King's Pre-sessional Students Terms and Conditions for 2023/24 (**Annex 3**)
4. King's International and Extended International Foundation Students Foundation Terms and Conditions for 2023/24 (**Annex 4**)
5. King's Open Enrolment Short Courses Terms and Conditions (**Annex 5**)
6. King's Language Centre Language Modules (Credit-Bearing) and Non-Assessed Courses Terms and Conditions for 2022/23 (**Annex 6**)
7. King's Language Centre Evening and Saturday and Summer Language Courses Terms and Conditions for 2022/23 (**Annex 7**)
8. King's Language Centre Corporate & Tailor-Made Tuition Terms and Conditions for 2022/23 (**Annex 8**)

The General Student Terms and Conditions form the basis for the following terms and conditions:

- King's Online Terms and Conditions for 2023/24
- King's Pre-sessional Students Terms and Conditions for 2023/24
- King's International and Extended International Foundation Students Foundation Terms and Conditions for 2023/24

These four sets are submitted to Academic Board for review and approval annually.

The King's Open Enrolment Short Courses Terms and Conditions apply within the King's Professional & Executive Development (KPED) and to non-credit bearing short courses offered by all Faculties, and the remaining three sets apply in the Language Centre. These four sets have not been submitted to Academic Board for approval in previous years and have instead been reviewed internally, following a different review schedule.

At the February 2022 meeting of the CMA Steering Group, it was agreed that all T&Cs should be brought in line to follow the same review schedule, and that all the T&Cs sets should be submitted to the CMA Steering Group for recommendation and then to Academic Board for approval. Confirmation has been also received from the College Secretary and the Executive Director of School of Professional and Continuing Education (PACE) that the KPED and MLC sets should be going to Academic Board, particularly as the departments now form part of PACE.

All the T&Cs sets have been reviewed internally, and on the recommendation on internal Legal Counsel, all the T&Cs have undergone external legal review. The external legal review has been substantial for four of the T&Cs sets (General Student, King's Online, King's Pre-Sessional, and King's International Foundation and Extended International Foundation Students). The external legal review conducted for the three Language Centre T&Cs sets and King's Open Enrolment Short Courses Terms and Conditions was high-level. No significant commercial or legal risks were flagged by external Legal Counsel. A number of recommendations were made regarding work that could be undertaken to align these T&Cs sets with the other T&Cs sets that have undergone substantial review. This alignment work is to be undertaken as part of next year's T&Cs review.

The key changes proposed for each T&Cs set are summarised below.

## General Student Terms and Conditions Proposed Changes for 2023/24

In addition to the changes outlined, minor amendments have been made to update Team names following the SED reconfiguration and to correct broken or inaccurate links.

**Fees-related Content (Section 4: Application and Admission, Section 6: Tuitions Fees and Section 9: King's Obligations to Students)**

It was identified that contractual information relating to student fees is detailed in the Academic Regulations, the Student T&Cs, and Fee Payment webpages, and that there is some variation in the consistency of this content across the three sources. It was proposed that this fees-related content is removed from the regulation G12 and, following advice from Legal Counsel, it was agreed that fees-related content would be incorporated into the General Student Terms and Conditions for 2023/24. Consequently, the content from G12 has been incorporated into the T&Cs, with the exception of G12.7 and G12.9 -G12.11. These regulations specifically relate to the impact to assessment, ratification of marks and release of marks, are to be retained in the Academic Regulations for 2022/23.

Further amendments have been made to the fees content in the T&Cs to provide further clarity to students on:

- students' responsibility regarding the payment of their fees; this includes knowing the payer, being able to share the payer's details if asked to do so by the university and ensuring that their fees are paid using a College advertised payment method.
- the circumstances in which the application fee and or deposit will be retained or returned by King's and applies in particular to instances where there is fraud either in the application documentation or the payment of the assessment or deposit fee. Information is included on exchange rates as the university cannot be held liable for any fluctuations in exchange rates as these are determined by the payment provider.
- the obligations around goods and sales tax in overseas territories for online courses.

These amendments comprise the most significant changes to the T&Cs for 2023/24 and have been made to Section 6: Tuitions Fees, as well as aspects of Section 4: Application and Admission, and Section 9: King's Obligations to Students.

## **Section 4: Application and Admission**

### 4.1: Application

Information has been included to make clear the outcome if payment of either the application fee or deposit is found to be fraudulent. Clarification has also been added regarding the circumstances in which King's reserves the right to retain the application fee.

### 4.2: VISA requirements

As part of the internal stakeholder review, it was proposed that further information was included to make clear to students that where a student sponsored on a student visa is suspended due to outstanding debt and is unable to engage with their programme of study, it could have implications for the validity of their visa. The university is required to notify UK Visas and Immigration (UKVI) where a student ceases engagement with their programme, and this results in curtailment of their visa and necessitates their leaving the UK. The maximum time allowed for non-engagement is 60 days, after which a cessation of sponsorship notification must be made the UKVI, and the visa will be curtailed.

External Legal Counsel proposed incorporating more robust and detailed clauses on visa requirements, which covers the university's obligation to UKVI about the students it sponsors. These have been reviewed by the Head of Visa Compliance and their incorporation is supported.

### 4.3: Disabled applicants and students

At the June 2021 Academic Board meeting, it was agreed that Clause 4.3 would be taken under advisement in light of comments that had been raised and considered as part of the Terms and Conditions review for 2023/24.

Input was sought from Disability Support and Inclusion; Equality, Diversity and Inclusion; and external Legal Counsel regarding the disability clauses set out in 4.3. General amendments have been made to the clauses to aid clarity and it has been proposed that the following sentence is removed from 4.3.2. for 2023/24: “If the required reasonable adjustments are complex, such as fundamental changes to the King’s estate, King’s may need to defer your entry whilst adjustment works are undertaken.” This had been included to reflect instances where major structural changes to the estate were required as part of the reasonable adjustments for an incoming student and these structural changes could not be completed prior to the start of the academic year due to the need to obtain local council permissions and temporary solutions could not be implemented to allow the student to participate. However, it was thought the inclusion of this sentence could create a negative impression for applicants and did not reflect the university’s commitment to its obligations under the Equality Act. It has been confirmed that a deferral on the grounds of amendments to the estate are rare, not occurring in recent years, and that there would be no other instances where the reasonable adjustments would be so complex that a deferral might be required.

Legal advice noted that the university cannot contract out our obligations under the Equality Act and so whilst this sentence may have been intended to manage expectations, albeit in more unique/extreme cases, it would not contractually provide us with any protection. In light of this, they supported the removal of the sentence from the clauses, and they suggested that information on reasonable adjustments and managing students’ expectations in relation to this be given on the website. External Legal Counsel were supportive of the remaining content in the disability clauses.

#### 4.4: Criminal Offences

The clauses have been updated to reflect the Criminal Record Disclosure Policy (Student Admissions), formerly the Criminal Convictions Policy (Student Admissions), which sets out that criminal record disclosures are only sought from applicants applying to study programmes that lead to regulated professions or to modules that contain regulated activity.

### **Section 5: Student Obligations and Course Delivery**

A new clause on course delivery has been included (5.3. Course Delivery). External Legal Counsel noted that, following Covid-19, many institutions are including provisions in their T&Cs explaining how courses may be delivered. External Legal Counsel reinforced that information on how courses are delivered should be shared with students, which is provided by the course information sheet at the point of offer through the King’s Admissions Portal.

### **Section 9: King’s Obligations to Students**

#### 9.2. Changes to Courses

External Legal Counsel have suggested that an additional clause is included relating to teaching staff changes (9.2.3). They noted that they inserted this new clause as some students may select a particular programme due to the tutor; however, King’s cannot guarantee a particular tutor will teach a programme, if for example they move on or are on sabbatical.

#### 9.4 Consequences of changes to Courses or closure of Courses

External Legal Counsel have updated the examples detailed in clauses 9.4.3 and 9.4.4 in response to queries we have sought advice from them on over the 2021/22 academic year that relate to our obligations under consumer law.

### **Section 10: Complaints**

Clause 10.1 has been updated to refer to the Admissions Appeals Procedure and the information set out in 4.1.6.



## **King's Online Terms and Conditions Proposed Changes for 2023/24**

All the changes proposed for the General Student Term and Conditions for 2023/24 that are outlined above have been incorporated into the King's Online Terms and Conditions and adapted accordingly where appropriate.

Some minor amendments have been made to remove references that are not applicable to King's Online students.

### **Section 8: Technology and System Requirements**

The content on technology and system requirements has been reviewed and revised appropriately.

### **Section 9: Tuition Fees**

Information has been added to capture the payment of any balances not covered by the 100% deposit. The first module of King's Online programmes is payable in full as a 100% deposit as acceptance of the offer. The Goods and Sales Tax end solution is not yet known. If the Applicants Portal cannot determine Goods and Sales Tax liability at the point of offer, then the likely end solution will result in only the base course fee being paid as a deposit and the Goods and Sales Tax balance still being due at the point of invoice post enrolment. To ensure clarity is provided to students on when to pay, an additional sentence has been added to 9.5.2.

## **King's Pre-sessional Students Terms and Conditions Proposed Changes for 2023/24**

All the changes proposed for the General Student Term and Conditions for 2023/24 that are outlined above have been incorporated into the King's Pre-Sessional Terms and Conditions and adapted accordingly where appropriate.

### **Section 9: Tuition Fees**

Information has been added to capture the payment of any balances not covered by the 100% deposit. The Pre-Sessional programmes are payable in full as a 100% deposit as acceptance of the offer. The Goods and Sales Tax end solution is not yet known. If the Applicants Portal cannot determine Goods and Sales Tax liability at the point of offer, then the likely end solution will result in only the base course fee being paid as a deposit and the Goods and Sales Tax balance still being due at the point of invoice post enrolment. To ensure clarity is provided to students on when to pay, an additional sentence has been added to 9.3.2.

## **King's International and Extended International Foundation Students Terms and Conditions Proposed Changes for 2023/24**

The title of the T&Cs has been updated to King's International and Extended International Foundation Students Terms and Conditions to reflect both international foundation programmes. All the changes proposed for the General Student Term and Conditions for 2023/24 that are outlined above have been incorporated into the King's International and Extended International Foundation Students Terms and Conditions and adapted accordingly where appropriate.

Note, further work may be needed to the King's International and Extended International Foundation Students Terms and Conditions over the summer if the changes to the payment terms for the King's International Foundation, which are being presented to Academic Board in June 2022, are approved for 23/24.

### **Section 7: Technology and System Requirements**

The content on technology and system requirements has been reviewed and revised appropriately.

## **King's Open Enrolment Short Courses Terms and Conditions Proposed Changes**

Information on the obligations around Goods and Sales Tax in overseas territories has been incorporated. Clarification has also been added regarding students' responsibility for the payment of their fees; this includes knowing the payer and being able to share the payer's details if asked to do so by the university. These additions are aligned with the fees content in the General Student Terms and Conditions.

## **King's Language Centre Language Modules (Credit-Bearing) and Non-Assessed Courses Terms and Conditions Proposed Changes for 2022/23**

References to Modern Language Centre or MLC have been replaced by King's Language Centre to reflect the department's name change, which will come into effect for 2022/23.

Information on the obligations around Goods and Sales Tax in overseas territories has been incorporated. Clarification has also been added regarding students' responsibility for the payment of their fees; this includes knowing the payer and being able to share the payer's details if asked to do so by the university. These additions are aligned with the fees content in the General Student Terms and Conditions.

Updates have been made to reflect that:

- students must be registered at the credit level of their year of study.
- modules undertaken for award follow the College progression regulations.

Key dates information has been updated throughout the Terms and Conditions as appropriate.

## **King' Language Centre Evening and Saturday and Summer Language Courses Terms and Conditions Proposed Changes for 2022/23**

References to Modern Language Centre or MLC have been replaced by King's Language Centre to reflect the department's name change, which will come into effect for 2022/23.

Information on the obligations around Goods and Sales Tax in overseas territories has been incorporated. Clarification has also been added regarding students' responsibility for the payment of their fees; this includes knowing the payer and being able to share the payer's details if asked to do so by the university. These additions are aligned with the fees content in the General Student Terms and Conditions.

An additional clause has been added to the definitions to reflect that the different delivery methods for some Intensive and Saturday courses (1.7).

The Fee and Payment clauses have been updated to indicate new timescales in relation to third party fee payments.

## **King's Language Centre Corporate & Tailor-Made Tuition Terms and Conditions Proposed Changes for 2022/23**

References to Modern Language Centre or MLC have been replaced by King's Language Centre to reflect the department's name change, which will come into effect for 2022/23.

Information on the obligations around Goods and Sales Tax in overseas territories has been incorporated. Clarification has also been added regarding students' responsibility for the payment of their fees; this includes knowing the payer and being able to share the payer's details if asked to do so by the university. These additions are aligned with the fees content in the General Student Terms and Conditions.

The information in the Fee and Payment clauses has been updated to indicate new timescales in relation to third party fee payments and to make clear that if teaching takes place externally to King's and incurs travel and related expenses, these will be added into any fee.

The information in the Online Teaching clauses has been amended to reflect that the classes can be delivered online or face-to-face depending on preference. Previously this was limited to online only due to the Covid-19 pandemic.

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## **GENERAL TERMS AND CONDITIONS FOR STUDENTS**

**For study beginning 2023/24**

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**Pinsent Masons**

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## 1. INTRODUCTION

- 1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact [King's Student Administrative Services](#) for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to King's undergraduate programmes, postgraduate taught programmes, postgraduate research programmes, and blended programmes.

## 2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following terms have the following meanings:-

"Academic Regulations"	means King's Academic Regulations
"Additional Costs"	has the meaning set out in Section 6.2
"Cancellation Period"	has the meaning set out in Section 8.1
"Contract"	has the meaning set out in Section 3.1
"Course"	means the course of study described in your Offer
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Force Majeure Event"	has the meaning set out in Section 9.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

<b>"Intellectual Property Rights"</b>	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world
<b>"King's", "we", "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You either directly by King's or via UCAS
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Sales Tax"</b>	means any goods and services tax, VAT or equivalent sales tax
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
<b>"UKVI"</b>	means UK Visas and Immigration
<b>"You" and "your"</b>	refers to you the student or applicant

### 3. THE CONTRACT

3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 your Offer;
- 3.1.2 the Course Information;
- 3.1.3 the Academic Regulations; and
- 3.1.4 our Policies and Procedures.

form the contract between You and King's in relation to your Course (the "**Contract**").

3.2 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.

3.3 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

## **4. APPLICATION AND ADMISSION**

### **4.1 Application**

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Sections 4.1 and 4.2, to secure your place on your Course.
- 4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
- (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
  - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
  - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
  - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.
- 4.1.5 King's may also withdraw your Offer or refuse to enrol You where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent. Please see Section 6 for further details.
- 4.1.6 If You disagree with a decision made by King's under Sections 4.1.3, 4.1.4 or 4.1.5, You may appeal the decision in accordance with the [Admissions Appeals Policy](#). An admissions appeal will only be heard if there has been misapplication of the general entrance requirements, or where there has been a significant administrative or procedural error affecting the outcome of your application and must be submitted within 10 working days of the decision to which the appeal relates.
- 4.1.7 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 4.1.5, King's reserves the right not to refund your application fee (if applicable).

### **4.2 VISA requirements**

- 4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.
- 4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric

Residence Permit (BRP) or an entirely digital status (i.e. no physical documentation). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.4 and 7.1).

- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.
- 4.2.6 Some international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's [Data Protection Policy](#), for more information about how King's processes your Personal Data.
- 4.2.8 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 4.2.9 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.
- 4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions,



King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.4 and 7.1). If the Offer is withdrawn, King's refuses to register You, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.

- 4.2.11 Where a Student Route visa holder takes a leave of absence, then their visa will be cancelled in accordance with UK government requirements. Student Route visa holders will be required to obtain a new visa, at their own expense, before returning to King's following their leave of absence.

#### 4.3 **Disabled applicants and students**

- 4.3.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs when issues are identified. Disabled applicants and students, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments implemented in a timely manner.
- 4.3.2 We recommend that You access the information [here](#) about support at King's and contact King's Disability Support and Inclusion Team for further support, including linking with relevant contacts at King's as appropriate.

#### 4.4 **Criminal offences**

- 4.4.1 If You are applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on [Criminal Record Disclosure](#) for more information.
- 4.4.2 You must also tell King's if You are convicted of 'relevant criminal offences' at any time whilst You are a student at King's. Details of what amounts to a 'relevant criminal offence' differs for students involved in teaching, health and clinical courses (for example, medicine, pharmacy and nursing). Further details are available in the [Criminal Record Disclosure Policy](#).

### 5. **STUDENT OBLIGATIONS AND COURSE DELIVERY**

#### 5.1 **Your obligations**

- 5.1.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations and our Policies and Procedures.
- 5.1.2 You agree to:-
- (a) comply with these Terms and Conditions;
  - (b) comply with the Academic Regulations and Policies and Procedures;
  - (c) maintain and evidence an immigration status that entitles You to undertake your Course; and
  - (d) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

## 5.2 Enrolment

5.2.1 To begin study on your Course, You must:-

- (a) enrol at King's within 14 days of the start date of your Course. If You do not enrol within 14 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
- (b) have paid any amounts that are due on enrolment (as outlined in the terms of Your Offer);
- (c) have supplied specific identity documents as set out in the terms of Your Offer; and
- (d) have confirmed your agreement to King's by completing the "declaration of enrolment" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions.

5.2.2 Students who are not enrolled at King's cannot attend classes or participate in assessments for any modules.

5.2.3 You must also enrol for each subsequent year of your Course (and for each module where You are studying on a modular Course).

## 5.3 Course delivery

5.3.1 Although King's is based in London our programmes may be delivered:-

- (a) on-campus through face to face teaching;
- (b) online using distance learning methods; or
- (c) using a blended approach of on-campus and online delivery.

5.3.2 The method of delivery for your Course will be stated in the Course Information and in your Offer. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 9 for further details.

## 6. TUITION FEES

### 6.1 Amount of tuition fees

6.1.1 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "Overseas". Your fee status is assessed as at the first day of each academic year of your Course. The latest information on your fee status is available in your Offer and [here](#).

6.1.2 The amount of your tuition fees and any applicable Sales Tax are set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions.

6.1.3 Tuition fees are set, reviewed and published by King's on an annual basis.

### 6.2 Additional costs

You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in your Offer and in the Course Information ("**Additional Costs**").

### 6.3 Deposits

- 6.3.1 The amount of any deposit You must pay and the date for payment are set out in your Offer.
- 6.3.2 Your deposit will be deducted from the first instalment of fees that You are due to pay.
- 6.3.3 Deposits are non-refundable except where:-
- (a) You cancel your acceptance of a place within the Cancellation Period (see Section 8); or
  - (b) King's is unable to confirm your place on the Course because You do not meet the conditions of your Offer of a place and You have provided proof that You do not meet the conditions of Your Offer by the deadline specified in Your Offer; or
  - (c) You are an international student and unable to obtain a student visa necessary to study on the Course and King's is satisfied that You took all reasonable steps to ensure You obtained your visa prior to commencing your Course and that the failure to obtain the visa was not your fault; or
  - (d) Your application or your Offer is withdrawn by King's in accordance with Section 4.1.

### 6.4 Funding via the Student Loans Company

- 6.4.1 Where King's is informed directly by the Student Loans Company of approved undergraduate loan funding the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to You in December and payable by 31 January or 14 days from the date of the invoice (whichever is the latest).
- 6.4.2 It is your responsibility to ensure that You apply to the Student Loans Company for undergraduate funding on an annual basis.
- 6.4.3 If You receive postgraduate or doctoral loan funding directly from the Student Loans Company You are responsible for making payments to King's directly. It is possible for Your tuition fee payments to be aligned with Your loan disbursement dates. Further information can be found [here](#).

### 6.5 Self-funded students

- 6.5.1 Home status undergraduate students (including PGCE students):-
- (a) You are not required to make a payment of fees before or on enrolment.
  - (b) If You enrol in September You will be invoiced for your tuition fees at the beginning of December and will have until 31 January to make full payment. However, if You prefer, payments can be made before 31 January. Please note for self-funded students there is only one tuition fee instalment.
  - (c) You are able to view and print a copy of your invoice from the [Student Records](#) "fees page". A pdf copy of the invoice will also be sent by email to your King's email address around the second week of December.
  - (d) Self-funded students receiving the maximum King's Living Bursary of £1,600 and who pay 75% of the total tuition fee by 31 January can request for the remaining 25% to be paid by 30 April. Students should submit their request for this extension [here](#). For further information on how the King's Living Bursary operates please see [here](#).
  - (e) Mid-session students who have enrolled part-way through the academic year on courses starting in January or later will:-

- (i) if enrolled on or before 17 January, have until 31 January to pay their full tuition fee; or
- (ii) if enrolled after 17 January, have 14 days from the date of the invoice to pay their full tuition fee.

#### 6.5.2 Overseas undergraduate students and postgraduate students:-

- (a) Tuition fees for overseas undergraduate students and postgraduate students are payable in two equal instalments.
- (b) If You enrol in September, You will be invoiced for the first instalment of your tuition fees around the second week of October and will have until 31 October, or 14 days from the date of the invoice (whichever is the latest) to make full payment. The second instalment is due for payment by 31 January.
- (c) Students who have enrolled part-way through the academic year on courses starting in January or later will be offered the option of two equal instalments, with the first instalment due 14 days from the date of the invoice and the second instalment due three months later.
- (d) You are able to view and print a copy of your invoice from the Student Records "**fees page**". A pdf copy of the invoice will also be sent by email to your King's email address.

#### 6.5.3 Non-Award Short Credit Bearing Courses

Self-funded Students on non-award short credit bearing courses must make full payment of their tuition fees before they enrol on their Course. For students who are sponsored, the invoice for your tuition fees will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non-payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your Offer.

### 6.6 Sponsored students

#### 6.6.1 If You are:-

- (a) a sponsored student on a [Study Abroad Course](#); or
- (b) a student whose fees are being paid by their "home" university,

You are not required to provide a valid sponsor letter. If You are in any doubts as to whether You fall into either of these categories, please contact the King's Admissions Office via [King's Apply](#).

6.6.2 If You are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, You should provide a valid sponsor letter on or before enrolment. Further information on what documentation should be provided at enrolment is available [here](#). Where King's is informed directly by Student Loans Company or the NHS of approved funding, the relevant body will be invoiced directly for your tuition fees. Any balance of fees not covered by such funding will be invoiced to the student and will be payable under the terms set out under Section 6.5.1 (Home status undergraduate students (including PGCE students)).

6.6.3 The invoice for your Course fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non- payment of part or all fees by the sponsoring organisation, the outstanding

amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your Offer.

- 6.6.4 If You are a sponsored student (including if You are sponsored by a friend or relative), and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

## 6.7 Making Payment

- 6.7.1 It is Your responsibility to make arrangements to pay any tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.
- 6.7.2 All payments must be made using one of King's advertised payment methods. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.
- 6.7.3 King's advertised payment methods can be found [here](#).
- 6.7.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 6.7.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 6.7.6 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 6.7.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.7.8 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 6.7.9 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 6.7.10 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 6.7.11 Where a debit or credit card payment received by the College is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 6.7.12 King's reserves the right to withdraw your Offer for where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent.

- 6.7.13 The College reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the college card acquirer.

## 6.8 Non-payment or late payment of tuition fees

- 6.8.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
- (a) You may be prohibited from sitting examinations/submitting coursework;
  - (b) You may be prohibited from using library or computing facilities or services;
  - (c) You may be prohibited from attending classes;
  - (d) Your access to student records may be removed;
  - (e) You may be suspended;
  - (f) You may not be allowed to enrol;
  - (g) You may not be allowed to graduate;
  - (h) your results may be withheld;
  - (i) we may not issue your degree certificate; and/or
  - (j) You may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.
- 6.8.2 For further information on the process and consequences of late payment, please see [here](#).
- 6.8.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.
- 6.8.4 A student who is suspended under Section 6.8.1 above may have their King's registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 6.8.5 Students whose registration at King's is cancelled under Section 6.8.4 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of previous study will be subject to King's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.
- 6.8.6 A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuitions fees within 14 days of the date of invoice. Further information is available [here](#).
- 6.8.7 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out [here](#).
- 6.8.8 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

## 6.9 Tuition fee variations

- 6.9.1 Details of your tuition fees and any applicable Sales Tax in the first year of your study at King's will be set out in your Offer. Many programmes last several years, and King's reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to You, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew King's facilities (for example, buildings, IT and library facilities) and inflation. King's therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 6.9.3 below).
- 6.9.2 Tuition fee increases for certain Home students (undergraduate and postgraduate taught and postgraduate research students) are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 6.9.3 In any event, a tuition fee increase for current students shall not exceed a 5% (five percent) increase on the previous academic year's tuition fee for the Course in question, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time.
- 6.9.4 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 6.9.5 If your Course is subject to Sales Tax in your country of residence, and there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 6.9.6 If King's notifies You that your tuition fees and or the rate of Sales Tax will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform [Student Administrative Services by email](#) or in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

## 7. KING'S CANCELLATION RIGHTS

- 7.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-
- 7.1.1 You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
- 7.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 60 days of us notifying You that Your tuition fees are outstanding;
- 7.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
- 7.1.4 a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);



- 7.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
  - 7.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
  - 7.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
  - 7.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 7.2 If You are suspended from participation on your Course, You may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 7.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of King's.
8. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**
- 8.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day You accept an Offer from King's.
- 8.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:-
- 8.2.1 sending a message through [King's Apply](#); or
  - 8.2.2 contacting the King's Admissions Office by letter, email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 8.3 If You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment including any deposit received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- 8.4 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's (for example, if You have applied through adjustment or clearing) then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Sections 8.5 and 8.6 below.
- 8.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You. Depending on when You cancel the contract (in particular, whether it is before or after enrolment) You may be obliged to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Section 8.6 below.
- 8.6 If You interrupt or withdraw from your Course, your fees will be revised based on the number of weeks You have attended your Course. Undergraduate fees are based on 30 weeks' worth of attendance. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out here.



- 8.7 Where You withdraw from your Course and You are funded by the Student Loans Company, the fees that You have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

## **9. KING'S OBLIGATIONS TO STUDENTS**

### **9.1 Changes to Academic Regulations, Policies and Procedures**

- 9.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 9.2 for provisions concerning changes to Courses).
- 9.1.2 Any changes made under this Section 9.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

### **9.2 Changes to Courses**

- 9.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;
  - (c) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
  - (d) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.
- 9.2.2 If King's sponsors You under a student visa, Course changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Course, You should speak to us before taking any action.
- 9.2.3 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

### 9.3 Closure of Courses

9.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):-

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a Force Majeure Event; or
- (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.

9.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

### 9.4 Consequences of changes to Courses or closure of Courses

#### Changes to Courses before enrolment

9.4.1 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

#### Changes to Courses or closure of Courses post enrolment

9.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 9.2 and 9.3 above, King's will take all reasonable steps to minimise disruption to students (including where your Course is closed and King's is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer You to a new course: (i) at King's for which You are qualified; or (ii) at an alternative higher education provider).

9.4.3 In the case of minor changes as determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.

9.4.4 In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

9.4.5 In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks'

notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur fees for the next or subsequent academic terms and your Course will terminate. You will remain liable for any fees incurred up to the date when your notice to us expires.

- 9.4.6 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

## 9.5 **Liability for acts outside our control**

- 9.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.
- 9.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 9.5.3 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Course with immediate effect by contacting [Student Administrative Services by email](#) or in writing. You should consider your options carefully before terminating your contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 9.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for fees incurred up until the date when You inform us of your decision. You will have no liability for fees after that time, and You will be refunded any excess payment You have made. The fees You have incurred for an academic year which has not ended will be calculated on the basis described under Section 8.5.

## 9.6 **Limitation of our liability to You**

- 9.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
- (a) for death or personal injury arising from our own negligence; or
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 9.6.2 King's shall not be liable and expressly excludes liability for:-
- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
  - (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
  - (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;

- (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
- (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
- (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

9.6.3 Subject to Sections 9.6.1 and 9.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid by You in respect of your Course.

## 10. COMPLAINTS

- 10.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our Admissions Appeals Procedure. Further details are set out in Section 4.1.6.
- 10.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the Complaints Procedure in the Academic Regulations.
- 10.3 You may also be eligible to apply for a refund or compensation. Please view our Student Protection Plan for further details on how to apply for a refund or compensation if You are no longer able to continue your studies at King's. You can also request a refund through Your student records portal by completing the task called "**Fee Payment Refund Request**".
- 10.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

## 11. SAFEGUARDING

King's is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) and Care Act 2014, and shall comply with its obligations under its [Safeguarding Policy](#).

## 12. INTELLECTUAL PROPERTY

Any Intellectual Property Rights developed by You during your Course are subject to our [Intellectual Property, Commercial Exploitation and Financial Benefit, Code of Practice](#).

## 13. DATA PROTECTION

- 13.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 13.2 Students who are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to our [Data Protection Policy](#), [Research Data Management Policy](#) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

## 14. GENERAL

- 14.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.

- 14.2 If any provision of the contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 14.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 14.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.
- 14.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

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**TERMS AND CONDITIONS FOR KING'S ONLINE  
STUDENTS**

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## 1. INTRODUCTION

- 1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact King's Student Administrative Services for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to King's Online programmes.

## 2. DEFINITIONS

In these Terms and Conditions, the following terms have the following meanings:-

<b>"Academic Regulations"</b>	means <a href="#">King's Academic Regulations</a>
<b>"Additional Costs"</b>	has the meaning set out in Section 9.2
<b>"Cancellation Period"</b>	has the meaning set out in Section 11.1
<b>"Contract"</b>	has the meaning set out in Section 3.1
<b>"Course"</b>	means the online course of study described in your Offer Course information means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)
<b>"Data Protection Legislation"</b>	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
<b>"Force Majeure Event"</b>	has the meaning set out in Section 13.5.2
<b>"GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016



<b>"Intellectual Property Rights"</b>	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world
<b>"King's", "we", "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Normal Class Hours"</b>	has the meaning set out in Section 7.3
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You directly by King's
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Sales Tax"</b>	means any goods and services tax, VAT or equivalent sales tax
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
<b>"You"</b>	means and <b>"your"</b> refers to you the student or applicant

### 3. THE CONTRACT

3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 your Offer;
- 3.1.2 the Course Information;
- 3.1.3 the Academic Regulations; and
- 3.1.4 our Policies and Procedures.

form the contract between You and King's in relation to your Course (the **"Contract"**).

3.2 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.

3.3 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

## **4. APPLICATION AND ADMISSION**

### **4.1 Application**

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Section 4.1, to secure your place on your Course.
- 4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to You, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
  - (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks; or
  - (b) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.1.5 King's may also withdraw your Offer or refuse to enrol You where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent. Please see Section 9 for further details.
- 4.1.6 If You disagree with a decision made by King's under Sections 4.1.3, 4.1.4 or 4.1.5 You may appeal the decision in accordance with the Admissions Appeals Policy. An admissions appeal will only be heard if there has been misapplication of the general entrance requirements, or where there has been a significant administrative or procedural error affecting the outcome of your application and must be submitted within 10 working days of the decision to which the appeal relates.
- 4.1.7 If King's withdraws your application, Offer, or refuses to enrol you pursuant to Sections 4.1.3, 4.1.4 or Section 4.1.5, King's reserves the right not to refund your application fee (if applicable).

### **4.2 Disabled applicants and students**

- 4.2.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs when issues are identified. Disabled applicants and students, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments implemented in a timely manner.
- 4.2.2 We recommend that You access the information [here](#) about support at King's and contact King's Disability Support and Inclusion Team for further support, including linking with relevant contacts at King's as appropriate.

#### 4.3 Criminal offences

- 4.3.1 You must also tell King's if You are convicted of 'relevant criminal offences' at any time whilst You are a student at King's. Details of what amounts to a 'relevant criminal offence' differs for students involved in teaching, health and clinical courses (for example, medicine, pharmacy and nursing). Further details are available in the [Criminal Record Disclosure Policy](#).

### 5. STUDENT OBLIGATIONS

#### 5.1 Your obligations

- 5.1.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations and our Policies and Procedures.

- 5.1.2 You agree to:-

- (a) comply with these Terms and Conditions;
- (b) comply with the Academic Regulations and Policies and Procedures; and
- (c) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at online live classes, and any such other teaching forums provided by us.

#### 5.2 Enrolment

- 5.2.1 To begin study on your Course, You must:-

- (a) enrol at King's within 2 days of the start date of your Course. If You do not enrol within 2 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
- (b) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer); and
- (c) have confirmed your agreement to King's by completing the "**declaration of enrolment**" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions.

- 5.2.2 Students who are not enrolled at King's cannot attend online classes or participate in assessments for any modules.

### 6. ONLINE VIRTUAL LEARNING ENVIRONMENT

- 6.1 Your Course will be delivered online via KEATs, the King's virtual learning environment.

- 6.2 We will provide You with login details for KEATs when You enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of KEATs at all times.

- 6.3 You may only use the content on KEATs for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

- 6.4 King's does not guarantee that KEATs, or any content on KEATs, will always be available or be uninterrupted. King's may suspend or withdraw or restrict the availability of all or any part of KEATs

for business and operational reasons. King's will try to give You reasonable notice in the event of any suspension or withdrawal of KEATs.

## 7. **TEACHING AND ASSESSMENT INFORMATION**

7.1 You will learn via a variety of formats, including the following:-

7.1.1 'lessons' prepared by King's academics or guest experts to explain key ideas; these may be text-based or include video or audio presentations and light interactivity;

7.1.2 'activities', which will require You to practice, apply, illustrate, or reflect on the ideas presented in lessons and core readings; these may include quizzes, worksheets, short individual or group tasks;

7.1.3 'discussion', which may include text-based forums or live interaction with other students; and

7.1.4 'webinars', which will be live scheduled classes during which You may be asked to share comments.

7.2 There will also be core 'readings' of key digital texts or media resources, including journal articles, ebook chapters, websites and data sources, which You will be expected to complete in order to complete the above activities effectively.

7.3 If your Course includes webinars, these will normally be held Monday to Friday between the hours of 08:00am and 6:00pm GMT ("**Normal Class Hours**"). However, there may be instances where webinars could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the webinars.

7.4 No regular webinars will take place on recognised UK public holidays.

7.5 No refunds will be made for webinars not taking place on these dates.

7.6 You may be assessed via a variety of formats, depending on your Course's subject matter. These could include (but are not limited to) written coursework, individual or group presentations, timed examinations, and active participation in course discussions or other activities.

7.7 There may be instances where course work deadlines or examinations take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.

## 8. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

8.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATs and to participate on the Course:-

8.1.1 a personal computer or tablet;

8.1.2 an internet connection with sufficient bandwidth to allow video streaming (4Mbps minimum); and

8.1.3 a microphone and webcam.

8.2 The Course can be accessed using the latest versions of Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge. Full functionality cannot be guaranteed in older or less commonly used browsers.

- 8.3 Your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

**8.3.1 Hardware**

- (a) Headphones, soundcard and speakers, microphone and webcam.
- (b) Minimum Intel Core i5 (Minimum Dual Core 2 GHz) or AMD A10 or equivalent, 4GB of RAM (recommended 8 GB for better overall experience), with a screen resolution of at least 1280x800px.
- (c) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment

**8.3.2 Operating System**

- (a) Windows: Windows 10 or later. Mac: OS X 10.13 or later.
- (b) Linux: 64-bit Linux distribution of Ubuntu 16.04+LTS, Fedora 30+ Workstation, RHEL 8+ Workstation or CentOS 8+.
- (c) Android: OS 10, 11 or 12
- (d) iOS: iOS13 or iOS14

**8.3.3 Internet Connection**

Broadband/high speed connection - recommended 10 Mbps download and 5 Mbps upload speeds.

**8.3.4 Browser**

Latest versions of Chrome, Firefox, or Safari. Internet Explorer is not recommended, but IE11+ should work for most activities. Browser must be Javascript enabled. Other and older browsers may work but are not regularly tested.

**8.3.5 Other Software Requirements**

- (a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to you as a King's student. Please note that some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.
- (b) Microsoft Teams - the requirements are set out at: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>

- 8.4 The costs of IT equipment and internet access are not included in the tuition fees and are your sole responsibility.

**9. TUITION FEES**

**9.1 Amount of tuition fees**

- 9.1.1 The tuition fees are payable on a modular basis, with the first module fee covered by the deposit (see Section 9.3). For subsequent modules, You will receive an invoice via email 3 weeks prior to your module start date showing the balance to be paid and instructions on how to make payment.

- 9.1.2 You are required to make full payment of your tuition fees within 14 calendar days of the invoice date. The due date would therefore normally be 7 calendar days prior to the module start date.
- 9.1.3 At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in your Offer. Further information about the payment terms is available [here](#) and in this Section 9.
- 9.1.4 Tuition fees are set, reviewed and published by King's on an annual basis

## 9.2 **Additional costs**

The Courses are provided online and You will not be expected to attend a King's campus to complete your Course. However, if You wish to do so, You may incur travel costs and library fees and fines, and You may also incur additional fees for graduation or if You decide to purchase your own copies of books, eBooks or articles ("**Additional Costs**").

## 9.3 **Deposits**

- 9.3.1 The amount of the deposit You must pay and the date for payment are set out in your Offer. You may also be required to pay a non-refundable application fee, further details of which are set out on King's Apply.
- 9.3.2 You must pay your deposit at least 14 calendar days before your first module start date (as detailed in your Offer).
- 9.3.3 Deposits are non-refundable except where:-
  - (a) You cancel your acceptance of a place within the Cancellation Period (see Section 11) and You have provided proof that You do not meet the conditions of Your Offer by the date specified in Your Offer;
  - (b) King's is unable to confirm your place on the Course because You do not meet the conditions of your Offer of a place; or
  - (c) Your application or your Offer is withdrawn by King's in accordance with Section 4.1.

## 9.4 **Postgraduate funding via the Student Loans Company**

- 9.4.1 Postgraduate loans are paid directly to the student so You will be considered to be self-funded. You will therefore be expected to pay your module fee by the dates set out in the invoice sent to you 3 weeks prior to your module start date.
- 9.4.2 If You are based in the United Kingdom and are enrolled on the Postgraduate Certificate / Diploma, You will not be eligible for the SFE Postgraduate Master's Loan as per the UK Government guidelines.
- 9.4.3 Students enrolled on a Postgraduate Certificate or Diploma are not eligible for the SFE Postgraduate Master's Loan as all 180 credits of study need to be undertaken whilst registered on a full master's degree. The SFE Postgraduate Master's Loan has been designed to fund full- length master's degrees only.
- 9.4.4 Please also be aware that by enrolling on a Postgraduate Certificate or Diploma, You remain ineligible for the SFE Postgraduate Master's Loan throughout your studies even if You subsequently transfer onto the master's degree.

- 9.4.5 Please be aware that the disbursement dates of Postgraduate Student Loan funding are not aligned to the module due dates so it is your responsibility to ensure that You can meet these payment dates.

## 9.5 Self-funded students

- 9.5.1 The tuition fees are payable on a modular basis.
- 9.5.2 The fee for your first teaching period will be covered by the deposit and will be reflected on your invoice as a pre-payment. This means You will have nothing further to pay for the first module. However, if there is any outstanding fee balance (for example, any applicable Sales Tax), King's will invoice You separately for this and the balance will be payable within 14 days of the invoice date.
- 9.5.3 For subsequent modules, You will receive an invoice via email 3 weeks prior to your module start date showing the balance to be paid and instructions on how to make payment. Further details on how to make payment are set out in Section 9.8 below.
- 9.5.4 You are required to make full payment of your tuition fees and any applicable Sales Tax within 14 calendar days of the invoice date. The due date would therefore normally be 7 calendar days prior to the module start date.

## 9.6 Externally Sponsored students

The invoice for your tuition fees as a sponsored student will be sent directly to You. Whilst payments can be accepted from third parties (sponsors), the invoice will always be issued in your name.

## 9.7 Internally sponsored students by King's College London

If your Course is sponsored by a King's Academic Department, You should provide sponsor details and state the amount of sponsorship at enrolment by submitting a sponsor letter to your online student advisor.

## 9.8 Making payment

- 9.8.1 It is Your responsibility to make arrangements to pay any tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.
- 9.8.2 All payments must be made using one of King's advertised payment methods. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.
- 9.8.3 King's advertised payment methods can be found [here](#).
- 9.8.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 9.8.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.8.6 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.

- 9.8.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.8.8 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 9.8.9 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 9.8.10 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 9.8.11 Where a debit or credit card payment received by the College is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 9.8.12 King's reserves the right to withdraw your Offer where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent.
- 9.8.13 The College reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the college card acquirer.

## 9.9 **Non-payment or late payment of tuition fees**

- 9.9.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, one or more of the following may happen:-
  - (a) You may be prohibited from sitting examinations/submitting coursework;
  - (b) You may be prohibited from using on site library or computing facilities or services;
  - (c) You may be prohibited from attending online classes;
  - (d) You may be prohibited from accessing online course content and / or discussion forums for the unpaid module;
  - (e) your access to the Course content may be cancelled (subject to Section 9.9.2);
  - (f) You may not be allowed to re-enrol;
  - (g) your results may be withheld; and/or
  - (h) we may not issue your Course certificate.



- 9.9.2 If your access to the Course content is cancelled due to non-payment You will retain access to any completed and paid modules in KEATs until such time as You withdraw from the Course or otherwise complete your studies.
- 9.9.3 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set in these Terms and Conditions You may be required to study your module at a later date which may result in a delay in You completing your Course.
- 9.9.4 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out here.
- 9.9.5 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

## 9.10 Tuition fee variations

- 9.10.1 Details of your tuition fees and any applicable Sales Tax in the first year of your study at King's will be set out in your Offer. Many programmes last several years, and King's reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to You, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew King's facilities (for example, buildings, IT and library facilities) and inflation. King's therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 9.10.3 below).
- 9.10.2 If You are studying your Course outside of the UK and the provision of your Course by King's is subject to Sales Tax in your country of residence, then we reserve the right to pass on any Sales Tax to You. The rate of Sales Tax will be calculated based on the start date of each module. The rate of Sales Tax is determined by your country of residence at the date your invoice is raised, as set out in your student records. If You change your country of residence during your Course You should update your address on your student records portal. In the event there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 9.10.3 In any event, a tuition fee increase for current students shall not exceed a 5% (five percent) increase on the previous academic year's tuition fee for the Course in question, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time.
- 9.10.4 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the tuition fee increase is intended to apply.
- 9.10.5 If King's notifies You that your tuition fees or any applicable Sales Tax will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform your Student Success Advisor ([onlinestudentservices@kcl.ac.uk](mailto:onlinestudentservices@kcl.ac.uk)) or in writing no later than one week before the teaching start date for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur tuition fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any tuition fees or any applicable Sales Tax incurred up to the date before the tuition fee or any applicable Sales Tax increase takes effect. If your studies are interrupted or suspended for any reason, the tuition fees or any applicable Sales Tax when You begin or resume your studies may have increased, on the basis set out above.

## 10. **KING'S CANCELLATION RIGHTS**

10.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-

- 10.1.1 You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
- 10.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 60 days of us notifying You that your tuition fees are outstanding;
- 10.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
- 10.1.4 a Force Majeure Event prevents us from providing your Course for longer than one term or 8 weeks (whichever is shorter);
- 10.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing; or
- 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so.

10.2 If You are suspended from participation on your Course, You may be excluded from attending online lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.

10.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of King's.

## 11. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**

11.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the date You make payment to King's for your first module.

11.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:-

- 11.2.1 sending a message through [King's Apply](#); or
- 11.2.2 contacting the King's Admissions Office by letter, email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.

11.3 If You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment including any deposit received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract.

We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

- 11.4 Any refund will be paid to You at the rate of exchange on the day the refund is processed and not at the rate the payment was originally made.
- 11.5 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Sections 11.7 and 11.8 below.
- 11.6 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You unless the circumstances in Sections 12, 13.4 or 13.5 apply. Depending on when You cancel the contract (in particular, whether it is before or after enrolment) You may be obliged to pay your tuition fees and any applicable Sales Tax, as set out in Sections 11.7 and 11.8 below.
- 11.7 You have the right to opt out of a module by notifying us at least 7 calendar days prior to the module start date (the "Opt Out Date"). To opt out of a module You must inform your Student Success Advisor by the Opt Out Date. If You opt out of a module by the Opt Out Date, we will reimburse any tuition fee and applicable Sales Tax payment for that module as soon as we can, and no later than 14 days after the day on which You informed us of your decision to opt out of a module. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.
- 11.8 If You interrupt or withdraw from your Course, You will only receive a refund of your tuition fees if You interrupt or withdraw from your Course on or before the module Opt Out Date (as specified in Section 11.7). If You interrupt or withdraw from your Course after the Opt Out Date, You will not be eligible for a refund of your tuition fees. Refunds will not be offered for modules already completed.
- 11.9 Where You withdraw from your Course and You are funded by the Student Loans Company, the fees that You have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

## 12. **ACADEMIC FAILS**

If You fail the assessment for your module and have already paid tuition fees for a future module, You will have your tuition fees for that future module held on your student account until You have successfully passed your resit. If You pay for a future module and are subsequently withdrawn from your Course as an academic fail we will refund the tuition fee for the untaken module in full.

## 13. **KING'S OBLIGATIONS TO STUDENTS**

### 13.1 **Changes to Academic Regulations, Policies and Procedures**

- 13.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 13.2 for provisions concerning changes to Courses).

- 13.1.2 Any changes made under this Section 13.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 13.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

## 13.2 **Changes to Courses**

- 13.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-
  - (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;
  - (c) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
  - (d) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.
- 13.2.2 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

## 13.3 **Closure of Courses**

- 13.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances.
- 13.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

## **13.4 Consequences of changes to Courses or closure of Courses**

### **13.4.1 Changes to Courses before enrolment**

If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

### **13.4.2 Changes to Courses or closure of Courses post enrolment**

- (a) Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 13.2 and 13.3 above, King's will take all reasonable steps to minimise disruption to students (including where your Course is closed and King's is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer You to a new course: (i) at King's for which You are qualified; or (ii) at an alternative higher education provider).
- (b) In the case of minor changes as determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- (c) In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- (d) In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur tuition fees for the next module and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires.
- (e) You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

## **13.5 Liability for acts outside our control**

- 13.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.

- 13.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, internet or server disruption, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 13.5.3 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Course with immediate effect by contacting [Student Administrative Services by email](#) or in writing. You should consider your options carefully before terminating your contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 13.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for tuition fees and any applicable Sales Tax incurred up until the date when You inform us of your decision. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made. The tuition fees You have incurred for a module which has not ended will be calculated on the basis described under Section 11.6.

## 13.6 Limitation of our liability to You

- 13.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
- (a) for death or personal injury arising from our own negligence; or
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 13.6.2 King's shall not be liable and expressly excludes liability for:-
- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your IT equipment) unless caused by our negligence;
  - (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
  - (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
  - (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
  - (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
  - (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

13.6.3 Subject to Sections 13.6.1 and 13.6.2 our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid by You in respect of your Course.

#### 14. **COMPLAINTS**

14.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals Procedure](#). Further details are set out in Section 4.1.6.

14.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the Complaints Procedure in the Academic Regulations.

14.3 You may also be eligible to apply for a refund or compensation. Please view our [Student Protection Plan](#) for further details on how to apply for a refund or compensation if You are no longer able to continue your studies at King's. You can also request a refund through your student records portal by completing the task called "**Fee Payment Refund Request**".

14.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

#### 15. **SAFEGUARDING**

King's is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) and Care Act 2014, and shall comply with its obligations under its [Safeguarding Policy](#).

#### 16. **INTELLECTUAL PROPERTY**

Any Intellectual Property Rights developed by You during your Course are subject to our [Intellectual Property, Commercial Exploitation and Financial Benefit, Code of Practice](#).

#### 17. **DATA PROTECTION**

17.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.

17.2 Students who are involved in Processing Personal Data (for example in some research projects) must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to our [Data Protection Policy](#), [Research Data Management Policy](#) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

#### 18. **GENERAL**

18.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.

18.2 If any provision of the contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

18.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.

18.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.

- 18.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.



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**TERMS AND CONDITIONS FOR PRE-SESSIONAL  
STUDENTS**

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## 1. INTRODUCTION

- 1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact [King's Student Administrative Services](#) for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to King's Pre-Sessional programmes.

## 2. DEFINITIONS

In these Terms and Conditions, the following terms have the following meanings:

"Academic Regulations"	means <a href="#">King's Academic Regulations</a>
"Additional Costs"	has the meaning set out in Section 9.2
"Cancellation Period"	has the meaning set out in Section 11.1
"Contract"	has the meaning set out in Section 3.1
"Course"	means the pre-sessional course of study described in your Offer
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Force Majeure Event"	has the meaning set out in Section 12.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

<b>"Intellectual Property Rights"</b>	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world
<b>"King's" "we" "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Normal Class Hours"</b>	has the meaning set out in Section 7.1
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You either directly by King's
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Sales Tax"</b>	means any goods and services tax, VAT or equivalent sales tax
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
<b>"UKVI"</b>	means UK Visas and Immigration
<b>"You" and "your"</b>	refers to you the student or applicant

### 3. THE CONTRACT

3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 your Offer;
- 3.1.2 the Course Information;
- 3.1.3 the Academic Regulations; and
- 3.1.4 our Policies and Procedures.

form the contract between You and King's in relation to your Course (the "**Contract**").

3.2 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.

3.3 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

## **4. APPLICATION AND ADMISSION**

### **4.1 Application**

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Sections 4.1 and 4.2, to secure your place on your Course.
- 4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
- (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
  - (b) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
  - (c) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.
- 4.1.5 King's may also withdraw your Offer or refuse to enrol You where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent. Please see Section 9 for further details.
- 4.1.6 If you disagree with a decision made by King's under Section 4.1.3, 4.1.4 or 4.1.5, You may appeal the decision in accordance with the [Admissions Appeals Policy](#). An Admissions appeal will only be heard if there has been misapplication of the general entrance requirements, or where there has been a significant administrative or procedural error affecting the outcome of your application and must be submitted within 10 working days of the decision to which the appeal relates.
- 4.1.7 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 4.1.5, King's reserves the right not to refund your application fee (if applicable).

### **4.2 VISA requirements**

- 4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.
- 4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit (BRP) or an entirely digital status (i.e. no physical documentation). You will also be required to provide your contact details (including UK address (where relevant),

home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.4 and 9.1).

- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.
- 4.2.6 Some international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's [Data Protection Policy](#), for more information about how King's processes your Personal Data.
- 4.2.8 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 4.2.9 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.
- 4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions,

King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.4 and 10.1). If the Offer is withdrawn, King's refuses to register you, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.

- 4.2.11 Where a Student Route visa holder takes a leave of absence, then their visa will be cancelled in accordance with UK government requirements. Student Route visa holders will be required to obtain a new visa, at their own expense, before returning to King's following their leave of absence.

#### 4.3 **Disabled applicants and students**

- 4.3.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs where issues are identified. Disabled students and applicants, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments are implemented in a timely manner.
- 4.3.2 We recommend that You access the information here about disability support at King's and contact King's [Disability Support and Inclusion Team](#) for further support, including linking with relevant contacts at King's as appropriate.

#### 4.4 **Criminal offences**

- 4.4.1 You must tell King's if You are convicted of 'relevant criminal offences' at any time whilst You are a student at King's. Details of what amounts to a 'relevant criminal offence' differs for students involved in teaching, health and clinical courses (for example, medicine, pharmacy and nursing). Further details are available in the [Criminal Record Disclosure Policy](#).

### 5. **STUDENT OBLIGATIONS**

#### 5.1 **Your obligations**

- 5.1.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations and our Policies and Procedures.
- 5.1.2 You agree to:-
- (a) comply with these Terms and Conditions;
  - (b) comply with the Academic Regulations and Policies and Procedures;
  - (c) maintain and evidence an immigration status that entitles You to undertake your Course; and
  - (d) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

## 5.2 Enrolment

5.2.1 To begin study on your Course, You must:-

- (a) enrol at King's within 14 days of the start date of your Course. If You do not enrol within 14 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
- (b) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer);
- (c) have supplied specific identity documents as set out in the terms of your Offer; and
- (d) have confirmed your agreement to King's by completing the "declaration of enrolment" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions.

5.2.2 Students who are not enrolled at King's cannot attend classes or participate in assessments for any modules.

## 5.3 Course delivery

5.3.1 Although King's is based in London our programmes may be delivered:

- (a) on-campus through face to face teaching;
- (b) online using distance learning methods; or
- (c) using a blended approach of on-campus and online delivery.

5.3.2 The method of delivery for your Course will be stated in the Course Information and in your Offer. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 12.2 for further details.

## 6. ONLINE VIRTUAL LEARNING ENVIRONMENT

6.1 Elements of your Course will be delivered online via Microsoft Teams Meetings and using KEATs, the King's virtual learning environment.

6.2 We will provide You with login details for KEATs when you enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of KEATs at all times.

6.3 You may only use the content on KEATs for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

6.4 King's does not guarantee that KEATs, or any content on KEATs, will always be available or be uninterrupted. King's may suspend or withdraw or restrict the availability of all or any part of KEATs for business and operational reasons. King's will try to give You reasonable notice in the event of any suspension or withdrawal of KEATs.

## 7. TEACHING AND ASSESSMENT INFORMATION

7.1 If your Course includes live classes, these will normally be held Monday to Friday between the hours of 08:00 and 18:00 GMT ("**Normal Class Hours**"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the classes.



- 7.2 Lessons will take place in the form of a combination of synchronous webinars, seminars and tutorials which You must attend in addition to studying independently and conducting research tasks. Online learning will also include self-directed learning units, discussion forums collaborative tasks, homework submissions and assessments.
- 7.3 Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.
- 7.4 No regular classes will take place on recognised UK public holidays.
- 7.5 No refunds will be made for classes not taking place on these dates.

## 8. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

- 8.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATs, the King's virtual learning environment and to participate on the Course:-

8.1.1 a personal computer or tablet;

8.1.2 an internet connection with sufficient bandwidth to allow video streaming (4Mbps minimum); and

8.1.3 a microphone and webcam.

- 8.2 The Course can be accessed using the latest versions of Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge. Full functionality cannot be guaranteed in older or less commonly used browsers.

- 8.3 Your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

### 8.3.1 **Hardware**

- (a) Headphones, soundcard and speakers, microphone and webcam.
- (b) Minimum Intel Core i5 (Minimum Dual Core 2 GHz) or AMD A10 or equivalent, 4GB of RAM (recommended 8 GB for better overall experience), with a screen resolution of at least 1280x800px.
- (c) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment.

### 8.3.2 **Operating System**

- (a) Windows: Windows 10 or later. Mac: OS X 10.13 or later.
- (b) Linux: 64-bit Linux distribution of Ubuntu 16.04+LTS, Fedora 30+ Workstation, RHEL 8+ Workstation or CentOS 8+
- (c) Android: OS 10, 11 or 12
- (d) iOS: iOS13 or iOS14

### 8.3.3 **Internet Connection**

Broadband/high speed connection - recommended 10 Mbps download and 5 Mbps upload speeds.

#### 8.3.4 **Browser**

Latest versions of Chrome, Firefox, or Safari. Internet Explorer is not recommended, but IE11+ should work for most activities. Browser must be Javascript enabled. Other and older browsers may work but are not regularly tested.

#### 8.3.5 **Other Software Requirements**

(a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to you as a King's student. Please note that some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.

(b) Microsoft Teams – the requirements are set out at: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>

8.4 The costs of IT equipment and internet access are not included in the tuition fees and are your sole responsibility.

### 9. **TUITION FEES**

#### 9.1 **Amount of tuition fees**

9.1.1 The amount and payment date(s) for your tuition fees and any applicable Sales Tax are set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in your Offer. Information about the payment terms is set out in these Terms and Conditions.

9.1.2 Tuition fees are set, reviewed and published by King's on an annual basis.

9.1.3 Tuition fees are fixed for the duration of your Course and must be paid in full by the deadlines set out in your Offer otherwise You will not be enrolled onto your Course. It is not possible to pay your tuition fees in instalments.

#### 9.2 **Additional costs**

You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in your Offer and in the Course Information ("**Additional Costs**").

#### 9.3 **Self-funded students**

9.3.1 Your tuition fees for the Course must be paid in full prior to enrolment in the form of a deposit, which shall be payable in accordance with the terms set out in your Offer.

9.3.2 The invoice for your tuition fees will be produced shortly after enrolment. Your tuition fees will have been covered by the deposit You paid prior to enrolment, which will be shown on your Student Records "fees page". You will therefore not be required to pay any further tuition fees upon receipt of your invoice. Students are able to view and print a copy of their invoice from their Student Records "fees page". A pdf copy of the invoice will also be sent by email to your King's email address. If there is any outstanding fee balance (for example, any applicable Sales Tax), King's will invoice You separately for this and the balance will be payable within 14 days of the invoice date.

9.3.3 Students will be invoiced as set out [here](#).

#### 9.4 **Sponsored students**

9.4.1 If You are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, You should provide a valid sponsor

letter on or before enrolment. Further information on what documentation to provide at enrolment can be found [here](#).

- 9.4.2 A student sponsored by a friend or relative will be regarded as self-funded and therefore responsible for their own fees.
- 9.4.3 The invoice for your tuition fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non-payment of part or all tuition fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You and payable prior to enrolment.
- 9.4.4 If You are a sponsored student, and your sponsor does not pay the tuition fees on your behalf, You will be liable to pay the tuition fees to King's.

## 9.5 Making Payment

- 9.5.1 It is Your responsibility to make arrangements to pay any tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.
- 9.5.2 King's provides a variety of payment methods for students to pay their fees through third party agreed providers of international payment solutions. For further information and to initiate payment, visit your "fees page" in your Student Records portal.
- 9.5.3 The College's payment methods include:
  - (a) UK bank transfer;
  - (b) international bank transfer; and
  - (c) online debit / credit card.
- 9.5.4 All payments must be made using one of King's advertised payment methods set out above. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.
- 9.5.5 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 9.5.6 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.5.7 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 9.5.8 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.5.9 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 9.5.10 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.

- 9.5.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 9.5.12 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 9.5.13 King's reserves the right to withdraw your Offer for where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent.
- 9.5.14 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

## 9.6 Non-payment or late payment of tuition fees

- 9.6.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
- (a) sit examinations/submit coursework, and examination/coursework results will not be ratified by the Assessment Sub-Board or the Research Degrees Examination Board;
  - (b) use library or computing facilities or services;
  - (c) attend classes;
  - (d) access student records and access to your "My Modules" and "My Awards" containers in your Student Records Portal will be restricted;
  - (e) You may not be allowed to enrol;
  - (f) your Higher Education Achievement Report (HEAR) may not be updated to include your Course;
  - (g) your results may be withheld;
  - (h) You will not be permitted to re-enrol;
  - (i) we may not issue your Course certificate;
  - (j) your registration may be terminated; and/or
  - (k) You may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.
- 9.6.2 For further information on the process and consequences of late payment, please see [here](#).
- 9.6.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.
- 9.6.4 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions. You may be required to delay the start of your Course to the subsequent year.

- 9.6.5 A student who is suspended under Section 9.6.1 above may have their King's registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 9.6.6 Students whose registration at King's is cancelled under Section 9.6.5 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of previous study will be subject to King's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.
- 9.6.7 A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuitions fees within 14 days of the date of invoice. Further information is available [here](#).
- 9.6.8 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out [here](#).
- 9.6.9 We reserve the right to charge interest on unpaid tuition fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

## 9.7 Fee variations

- 9.7.1 Details of your tuition fees and any applicable Sales Tax will be set out in your Offer.
- 9.7.2 If your Course is subject to Sales Tax in your country of residence, and there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 9.7.3 If King's notifies You that the rate of Sales Tax will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform [Student Administrative Services by email](#) or in writing no later than two weeks of King's notifying You of the increase. The effect of ending your Contract is that You will not incur fees for the remainder of your Course and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

## 10. KING'S CANCELLATION RIGHTS

- 10.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-
  - 10.1.1 You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
  - 10.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 30 days of us notifying You that your tuition fees are outstanding;
  - 10.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
  - 10.1.4 if a Force Majeure Event prevents us from providing your Course for longer than 5 weeks or more than half the duration of your Course (whichever is shorter);

- 10.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
  - 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
  - 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
  - 10.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 10.2 If You are suspended from participation on your Course, You may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 10.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of King's.
- 11. YOUR CANCELLATION RIGHTS AND WITHDRAWAL**
- 11.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day You accept an Offer from King's.
- 11.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:-
- 11.2.1 sending a message through [King's Apply](#); or
  - 11.2.2 contacting the King's Admissions Office by letter, email or using the [Cancellation Form](#), but You do not have to use the model form.
- 11.3 If You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).
- 11.4 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax.
- 11.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You and You will be liable for the full tuition fee and any applicable Sales Tax. A pro rata recalculation of tuition fee payments will not be considered unless the circumstances in Sections 11.6, 11.8, 12.4 or 12.5 apply.
- 11.6 If You start a Combined Pre-session Course but do not receive your visa in time for the London based part of the Course You will not receive a refund, unless Section 11.8.1 applies. However, You may be able to defer your entry for the London based part of the Course and your King's undergraduate degree to the following academic year, subject to department approval.
- 11.7 If you study the 6 week pre-session Course and do not complete the London based part of the pre-session Course, You will not be eligible to progress to your King's undergraduate degree.

- 11.8 We will refund your full tuition fees and any applicable Sales Tax if:-
- 11.8.1 You are unable to obtain a student visa necessary to study on the London based part of the Course and King's is satisfied that the failure to obtain the visa was not your fault; or
- 11.8.2 Your undergraduate or postgraduate degree application to King's is rejected and You cancel your acceptance of a place on the Course more than four weeks before it commences. Please note that We will be unable to refund your tuition fees if your degree application is unsuccessful after this deadline.

## 12. KING'S OBLIGATIONS TO STUDENTS

### 12.1 Changes to Academic Regulations, Policies and Procedures

- 12.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 12.2 for provisions concerning changes to Courses).
- 12.1.2 Any changes made under this Section 12.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 12.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

### 12.2 Changes to Courses

- 12.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course, circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations; and/or
  - (c) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or services as described in the Course Information.
- 12.2.2 If King's sponsors You under a student visa, Course changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Course, You should speak to us before taking any action.
- 12.2.3 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become



unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

### 12.3 **Closure of Courses**

12.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):-

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a Force Majeure Event; or
- (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.

12.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

### 12.4 **Consequences of changes to Courses or closure of Courses**

#### 12.4.1 **Changes to Courses before enrolment**

If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

#### 12.4.2 **Changes to Courses or closure of Courses post enrolment**

- (a) Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 12.2 and 12.3 above, King's will take all reasonable steps to minimise disruption to students (including where your Course is closed and King's is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer You to a new course: (i) at King's for which You are qualified; or (ii) at an alternative higher education provider).
- (b) In the case of minor changes as determined by us (for example changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- (c) In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes which are to students' benefit will not normally be "substantial".



- (d) In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur tuition fees for the subsequent teaching weeks remaining on the Course and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made.
- (e) You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

## 12.5 Liability for acts outside our control

- 12.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.
- 12.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, internet or server disruption, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 12.5.3 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Course with immediate effect by contacting [Student Administrative Services](#) by email or in writing. You should consider your options carefully before terminating your Contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 12.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for tuition fees and any applicable Sales Tax incurred up until the date when You inform us of your decision. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made. The tuition fees You have incurred for an academic year which has not ended will be calculated on the basis described under Section 11.5

## 12.6 Limitation of our liability to You

- 12.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
  - (a) for death or personal injury arising from our own negligence; or
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.

12.6.2 King's shall not be liable and expressly excludes liability for:-

- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
- (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
- (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
- (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
- (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

12.6.3 Subject to Sections 12.6.1 and 12.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid by You in respect of your Course.

### 13. COMPLAINTS

- 13.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals Procedure](#). Further details are set out in Section 4.1.6.
- 13.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the Complaints Procedure in the Academic Regulations.
- 13.3 You may also be eligible to apply for a refund or compensation. Please view our [Student Protection Plan](#) for further details on how to apply for a refund or compensation if You are no longer able to continue your studies at King's. You can also request a refund through your student records portal by completing the task called "Fee Payment Refund Request".
- 13.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

### 14. SAFEGUARDING

King's is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) and Care Act 2014, and shall comply with its obligations under its [Safeguarding Policy](#).

### 15. INTELLECTUAL PROPERTY

Any Intellectual Property Rights developed by You during your Course are subject to our [Intellectual Property, Commercial Exploitation and Financial Benefit, Code of Practice](#)

### 16. DATA PROTECTION

- 16.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 16.2 Students who are involved in Processing Personal Data must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to our [Data Protection Policy](#),

[Research Data Management Policy](#) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

**17. GENERAL**

- 17.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.
- 17.2 If any provision of the Contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 17.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 17.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.
- 17.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

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**TERMS AND CONDITIONS FOR KING'S  
INTERNATIONAL FOUNDATION AND  
EXTENDED INTERNATIONAL FOUNDATION  
STUDENTS**

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## 1. INTRODUCTION

- 1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact [King's Student Administrative Services](#) for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to King's International Foundation and Extended International Foundation programmes.

## 2. DEFINITIONS

In these Terms and Conditions, the following terms have the following meanings:-

"Academic Regulations"	means <a href="#">King's Academic Regulations</a>
"Additional Costs"	has the meaning set out in Section 8.2
"Cancellation Period"	has the meaning set out in Section 10.1
"Contract"	has the meaning set out in Section 3.1
"Course"	means the International Foundation or Extended International Foundation course of study described in your Offer
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Force Majeure Event"	has the meaning set out in Section 11.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

<b>"Intellectual Property Rights"</b>	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or 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 may now or in the future subsist in any part of the world
<b>"King's" "we" "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Normal Class Hours"</b>	has the meaning set out in Section 6.1
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You either directly by King's
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Sales Tax"</b>	means any goods and services tax, VAT or equivalent sales tax
<b>"Sensitive Personal Data"</b>	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
<b>"UKVI"</b>	means UK Visas and Immigration
<b>"You" and "your"</b>	refers to you the student or applicant

### 3. THE CONTRACT

- 3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:-
- 3.1.1 your Offer;
  - 3.1.2 the Course Information;
  - 3.1.3 the Academic Regulations; and
  - 3.1.4 our Policies and Procedures.
- form the contract between You and King's in relation to your Course (the "**Contract**").
- 3.2 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.
- 3.3 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

## 4. APPLICATION AND ADMISSION

### 4.1 Application

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Sections 4.1 and 4.2, to secure your place on your Course.
- 4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to you, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
- (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
  - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
  - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
  - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.
- 4.1.5 King's may also withdraw your Offer or refuse to enrol You where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent. Please see Section 8 for further details.
- 4.1.6 If You disagree with a decision made by King's under Sections **Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.**, You may appeal the decision in accordance with the [Admissions Appeals Policy](#). An admissions appeal will only be heard if there has been misapplication of the general entrance requirements, or where there has been a significant administrative or procedural error affecting the outcome of your application and must be submitted within 10 working days of the decision to which the appeal relates.
- 4.1.7 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 4.1.5, King's reserves the right not to refund your application fee (if applicable).

### 4.2 VISA requirements

- 4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.
- 4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement



in a passport or an immigration officer's stamp obtained at the UK border. You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.4 and 9.1).

- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's at immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.
- 4.2.6 Some international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's [Data Protection Policy](#), for more information about how King's processes your Personal Data.
- 4.2.8 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 4.2.9 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.

- 4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions, King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.4 and 9.1). If the Offer is withdrawn, King's refuses to register you, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 4.2.11 Where a Student Route visa holder takes a leave of absence, then their visa will be cancelled in accordance with UK government requirements. Student Route visa holders will be required to obtain a new visa, at their own expense, before returning to King's following their leave of absence.

### 4.3 Disabled applicants and students

- 4.3.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs where issues are identified. Disabled students and applicants, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments are implemented in a timely manner.
- 4.3.2 We recommend that You access the information here about disability support at King's and contact King's [Disability Support and Inclusion Team](#) for further support, including linking with relevant contacts at King's as appropriate.

### 4.4 Criminal offences

- 4.4.1 If You are applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an Enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on [Criminal Record Disclosure](#) for more information.
- 4.4.2 You must also tell King's if You are convicted of 'relevant criminal offences' at any time whilst You are a student at King's. Details of what amounts to a 'relevant criminal offence' differs for students involved in teaching, health and clinical courses (for example, medicine, pharmacy and nursing). Further details are available in the [Criminal Record Disclosure Policy](#).

### 4.5 Your obligations

- 4.5.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations and our Policies and Procedures.
- 4.5.2 You agree to:-
- (a) comply with these Terms and Conditions;
  - (b) comply with the Academic Regulations and Policies and Procedures;
  - (c) maintain and evidence an immigration status that entitles You to undertake your Course; and
  - (d) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

## 4.6 Enrolment

4.6.1 To begin study on your Course, You must:-

- (a) enrol at King's within 14 days of the start date of your Course. If You do not enrol within 14 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
- (b) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer);
- (c) have supplied specific identity documents as set out in the terms of your Offer;
- (d) have confirmed your agreement to King's by completing the "declaration of enrolment" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions; and
- (e) show that You sat a valid IELTS exam in between accepting your Offer and the commencement of your Course, and achieve a higher IELTS score.

4.6.2 Students who are not enrolled at King's cannot attend classes or participate in assessments for any modules.

## 4.7 Course delivery

4.7.1 Although King's is based in London our programmes may be delivered:

- (a) on-campus through face to face teaching;
- (b) online using distance learning methods; or
- (c) using a blended approach of on-campus and online delivery.

4.7.2 The method of delivery for your Course will be stated in the Course Information and in your Offer. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 11.2 for further details.

## 5. ONLINE VIRTUAL LEARNING ENVIRONMENT

5.1 Elements of your Course will be delivered online via Microsoft Teams Meetings and using KEATs, the King's virtual learning environment.

5.2 We will provide You with login details for KEATs when you enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of KEATs at all times.

5.3 You may only use the content on KEATs for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.

5.4 King's does not guarantee that KEATs, or any content on KEATs, will always be available or be uninterrupted. King's may suspend or withdraw or restrict the availability of all or any part of KEATs for business and operational reasons. King's will try to give You reasonable notice in the event of any suspension or withdrawal of KEATs.

## 6. TEACHING AND ASSESSMENT INFORMATION

6.1 If your Course includes live classes, these will normally be held Monday to Friday between the hours of 08:00 and 18:00 GMT ("**Normal Class Hours**"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the classes.

- 6.2 Lessons will take place in the form of a combination of synchronous webinars, seminars and tutorials which You must attend in addition to studying independently and conducting research tasks. Online learning will also include self-directed learning units, discussion forums collaborative tasks, homework submissions and assessments.
- 6.3 Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.
- 6.4 No regular classes will take place on recognised UK public holidays.
- 6.5 No refunds will be made for classes not taking place on these dates.

## 7. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

- 7.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATS, the King's virtual learning environment and to participate on the Course:-

7.1.1 a personal computer or tablet;

7.1.2 an internet connection with sufficient bandwidth to allow video streaming (4Mbps minimum); and

7.1.3 a microphone and webcam.

- 7.2 The Course can be accessed using the latest versions of Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge. Full functionality cannot be guaranteed in older or less commonly used browsers.

- 7.3 Your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

- 7.4 Operating Systems, Processors, Memory and Internet speed

### 7.4.1 **Hardware**

- (a) Headphones, soundcard and speakers, microphone and webcam.
- (b) Minimum Intel Core i5 (Minimum Dual Core 2 GHz) or AMD A10 or equivalent, 4GB of RAM (recommended 8 GB for better overall experience), with a screen resolution of at least 1280x800px.
- (c) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment.

### 7.4.2 **Operating System**

- (a) Windows: Windows 10 or later. Mac: OS X 10.13 or later.
- (b) Linux: 64-bit Linux distribution of Ubuntu 16.04+LTS, Fedora 30+ Workstation, RHEL 8+ Workstation or CentOS 8+
- (c) Android: OS 10, 11 or 12
- (d) iOS: iOS13 or iOS14

### 7.4.3 **Internet Connection**

Broadband/high speed connection - recommended 10 Mbps download and 5 Mbps upload speeds.

#### 7.4.4 **Browser**

Latest versions of Chrome, Firefox, or Safari. Internet Explorer is not recommended, but IE11+ should work for most activities. Browser must be Javascript enabled. Other and older browsers may work but are not regularly tested.

#### 7.4.5 **Other Software Requirements**

(a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to you as a King's student. Please note that some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.

(b) Microsoft Teams – the requirements are set out at: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>

7.5 The costs of IT equipment and internet access are not included in the tuition fees and are your sole responsibility.

### 8. **TUITION FEES**

#### 8.1 **Amount of tuition fees**

8.1.1 The amount and payment date(s) for your tuition fees and any applicable Sales Tax are set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in your Offer. Information about the payment terms is set out in these Terms and Conditions

8.1.2 Tuition fees are set, reviewed and published by King's on an annual basis.

8.1.3 Tuition fees are fixed for the duration of your Course and must be paid in full by the deadlines set out in your Offer otherwise You will not be enrolled onto your Course. It is not possible to pay your tuition fees in instalments.

#### 8.2 **Additional costs**

You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in your Offer and in the Course Information ("**Additional Costs**").

#### 8.3 **Deposits**

8.3.1 The amount of any deposit You must pay and the date for payment are set out in your Offer.

8.3.2 Your deposit will be deducted from the first instalment of tuition fees that You are due to pay.

8.3.3 Deposits are non-refundable except where:-

(a) You cancel your acceptance of a place within the Cancellation Period (see Section 10); or

(b) King's is unable to confirm your place on the Course because You do not meet the conditions of your Offer of a place and You have provided proof that You do not meet the conditions of your Offer by the deadline specified in your Offer; or

(c) You are an international student and unable to obtain a student visa necessary to study on the Course and King's is satisfied that You took all reasonable steps

to ensure You obtained your visa prior to commencing your Course and that the failure to obtain the visa was not your fault; or

- (d) Your application or your Offer is withdrawn by King's in accordance with Section 4.1 .

8.3.4 Offer holders who do not retake an IELTS exam in time for the start of the Course will not receive a refund of their deposit.

#### 8.4 Self-funded students

8.4.1 For students commencing their Course in September the invoice for their tuition fees will be produced around the second week of October. Students are able to view and print a copy of their invoice from their Student Records "fees page". A pdf copy of the invoice will also be sent by email to your King's email address.

8.4.2 Tuition fees must be paid in full by 31 October. Any deposit paid will be deducted from the balance. Please note for self-funded students there is only one tuition fee instalment.

#### 8.5 Sponsored students

8.5.1 If You are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, You should provide a valid sponsor letter on or before enrolment. For further information on what documentation to provide at enrolment can be found [here](#).

8.5.2 A student sponsored by a friend or relative will be regarded as self-funded and therefore responsible for their own fees.

8.5.3 The invoice for your tuition fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non- payment of part or all tuition fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in accordance with Section 8.4.

8.5.4 If You are a sponsored student, and your sponsor does not pay the tuition fees on your behalf, You will be liable to pay the tuition fees to King's.

#### 8.6 Making Payment

8.6.1 It is Your responsibility to make arrangements to pay any tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.

8.6.2 King's provides a variety of payment methods for students to pay their fees through third party agreed providers of international payment solutions. For further information and to initiate payment, visit your "fees page" in your Student Records portal.

8.6.3 The College's payment methods include:

- (a) UK bank transfer;
- (b) international bank transfer; and
- (c) online debit / credit card.

8.6.4 All payments must be made using one of King's advertised payment methods set out above. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.

- 8.6.5 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 8.6.6 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 8.6.7 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 8.6.8 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 8.6.9 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 8.6.10 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 8.6.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 8.6.12 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 8.6.13 King's reserves the right to withdraw your Offer for where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent.
- 8.6.14 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

## 8.7 **Non-payment or late payment of tuition fees**

- 8.7.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
  - (a) sit examinations/submit coursework, and examination/coursework results will not be ratified by the Assessment Sub-Board or the Research Degrees Examination Board;
  - (b) use library or computing facilities or services;
  - (c) attend classes;
  - (d) access student records and access to your "My Modules" and "My Awards" containers in your Student Records Portal will be restricted;
  - (e) You may not be allowed to enrol;

- (f) your Higher Education Achievement Report (HEAR) may not be updated to include your Course;
- (g) your results may be withheld;
- (h) You will not be permitted to re-enrol;
- (i) we may not issue your Course certificate;
- (j) your registration may be terminated; and/or
- (k) You may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

8.7.2 For further information on the process and consequences of late payment, please see [here](#).

8.7.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.

8.7.4 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, You may be required to delay the start of your Course to the subsequent year.

8.7.5 A student who is suspended under Section 8.7.1 above may have their King's registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.

8.7.6 Students whose registration at King's is cancelled under Section 8.7.4 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of previous study will be subject to King's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.

8.7.7 A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuition fees within 14 days of the date of invoice. Further information is available [here](#).

8.7.8 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out [here](#).

8.7.9 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

## 8.8 Fee variations

8.8.1 Details of your tuition fees and any applicable Sales Tax at King's will be set out in your Offer. King's reserves the right to increase tuition fees, reflecting the changes in costs of delivering your Course, improving the educational services we provide to You, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew King's facilities (for example, buildings, IT and library facilities) and inflation. King's therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 8.8.3 below).

8.8.2 In any event, a tuition fee increase for current students shall not exceed a 10% (ten percent) increase on the previous academic year's tuition fee for the Course in question, subject at



all times to the tuition fees not exceeding any cap imposed by Government from time to time.

- 8.8.3 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 8.8.4 If your Course is subject to Sales Tax in your country of residence, and there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 8.8.5 If King's notifies You that the rate of Sales Tax will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform [Student Administrative Services by email](#) or in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

## 9. KING'S CANCELLATION RIGHTS

- 9.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-
  - 9.1.1 You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
  - 9.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 60 days of us notifying You that your tuition fees are outstanding;
  - 9.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
  - 9.1.4 a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);
  - 9.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
  - 9.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
  - 9.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
  - 9.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 9.2 If You are suspended from participation on your Course, You may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.

- 9.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of King's.

## 10. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**

- 10.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the day You accept an Offer from King's.

- 10.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:-

10.2.1 sending a message through [King's Apply](#); or

10.2.2 contacting the King's Admissions Office by letter, email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.

- 10.3 If You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment including any deposit received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

- 10.4 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax.

- 10.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You. You will be liable for the full tuition fee and any applicable Sales Tax, unless the circumstances in Sections 12.4 or 12.5 apply. A pro rata recalculation of tuition fee payments will only be considered in exceptional circumstances.

- 10.6 If You interrupt or withdraw from your Course, You will be liable for the full tuition fee and any applicable Sales Tax. If You need to interrupt your studies due to circumstances out of your control, your tuition fee will be calculated up to the point of interruption, and any remaining pro-rata credit will be applied to your tuition fees for the following year on your return to your programme. Interrupting students must restart the programme in the August/September of the following year – entry at later points in the year is not possible. If You do not return to your Course the following year, tuition fee refunds will not be considered. Students considering interrupting their studies should contact [King's Foundations](#).

## 11. **KING'S OBLIGATIONS TO STUDENTS**

### 11.1 **Changes to Academic Regulations, Policies and Procedures**

11.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 11.2 for provisions concerning changes to Courses).

11.1.2 Any changes made under this Section 11.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.

- 11.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

## 11.2 Changes to Courses

- 11.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course, circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-
- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
  - (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
  - (c) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
  - (d) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.
- 11.2.2 If King's sponsors You under a student visa, Course changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Course, You should speak to us before taking any action.
- 11.2.3 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

## 11.3 Closure of Courses

- 11.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):-
- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances;
  - (b) where a teaching location becomes unavailable due to a Force Majeure Event; or
  - (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.

- 11.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

#### 11.4 **Consequences of changes to Courses or closure of Courses**

##### 11.4.1 **Changes to Courses before enrolment**

If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

##### 11.4.2 **Changes to Courses or closure of Courses post enrolment**

- (a) Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 11.2 and 11.3 above, King's will take all reasonable steps to minimise disruption to students (including where your Course is closed and King's is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer You to a new course: (i) at King's for which You are qualified; or (ii) at an alternative higher education provider).
- (b) In the case of minor changes as determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- (c) In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- (d) In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur tuition fees for the next or subsequent academic terms and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made.
- (e) You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

#### 11.5 **Liability for acts outside our control**

- 11.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking

all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.

- 11.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, internet or server disruption, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 11.5.3 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Course with immediate effect by contacting [Student Administrative Services](#) by email or in writing. You should consider your options carefully before terminating your contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 11.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for tuition fees and any applicable Sales Tax incurred up until the date when You inform us of your decision. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made. The tuition fees You have incurred for an academic year which has not ended will be calculated on the basis described under Section 10.5.

## 11.6 **Limitation of our liability to You**

- 11.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
- (a) for death or personal injury arising from our own negligence; or
  - (b) for fraud or fraudulent misrepresentation; or
  - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 11.6.2 King's shall not be liable and expressly excludes liability for:-
- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
  - (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
  - (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
  - (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
  - (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
  - (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

11.6.3 Subject to Sections 11.6.1 and 11.6.2 our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid by You in respect of your Course.

## 12. COMPLAINTS

- 12.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals Procedure](#). Further details are set out in Section 4.1.6.
- 12.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the Complaints Procedure in the Academic Regulations.
- 12.3 You may also be eligible to apply for a refund or compensation. Please view our [Student Protection Plan](#) for further details on how to apply for a refund or compensation if You are no longer able to continue your studies at King's. You can also request a refund through your student records portal by completing the task called "Fee Payment Refund Request".
- 12.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

## 13. SAFEGUARDING

King's is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) and Care Act 2014, and shall comply with its obligations under its [Safeguarding Policy](#).

## 14. INTELLECTUAL PROPERTY

Any Intellectual Property Rights developed by You during your Course are subject to our [Intellectual Property, Commercial Exploitation and Financial Benefit, Code of Practice](#).

## 15. DATA PROTECTION

- 15.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 15.2 Students who are involved in Processing Personal Data must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to our [Data Protection Policy](#), [Research Data Management Policy](#) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

## 16. GENERAL

- 16.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.
- 16.2 If any provision of the contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 16.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 16.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.
- 16.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

# King's College London – Open Enrolment Short Courses

## Booking Terms and Conditions

### 1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions (**Booking Terms**) on which we will supply you with the:
  - 1.1.1 King's College London short course (**Course**) (including access to our premises and administrative support associated with the Course); and
  - 1.1.2 the short course materials (**Course Materials**).
- 1.2 **Why you should read them.** Please read these Booking Terms carefully before you apply for a Course. These terms tell you who we are, how we will consider your application for a Course (**Application**) and how we will (if your Application is successful) deliver the Course to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Booking Terms, please contact us to discuss.
- 1.3 **Other terms will apply.** In addition to these Booking Terms, any special terms and conditions contained in the Course outline and on the relevant Course website shall also apply (**Website**). Where there is any inconsistency between the Booking Terms and the Website, the terms on the Website shall apply.

### 2 Information about us and how to contact us

- 2.1 **Who we are.** We are King's College London a body incorporated by Royal Charter in England and Wales with registered number RC000297 whose principal place of business is at Strand, London WC2R 2LS. Our registered VAT number is GB627403551.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0)20 7836 5454 or by writing to us at [shortcourses@kcl.ac.uk](mailto:shortcourses@kcl.ac.uk) or King's College London, Strand, London WC2R 2LS United Kingdom.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Application.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 Our contract with you

- 3.1 **How we will accept your Application.** Our acceptance of your Application will take place when we contact you in writing to accept it, at which point a contract will come into existence between you and us on the basis of these Booking Terms and any terms contained on the Website.



- 3.2 **If we reject your Application.** If we are unable to accept your Application, we will inform you of this and will not charge you the price of the Course (which can be found on the Website) (**Course Fees**). If you have already paid the Course Fees and we do not accept your Application, we will provide you with a full refund. We may reject your Application at our discretion, but we may, for example only, reject your application if you do not meet the Course's entry requirements.

#### 4 **Our rights to make changes to the Course**

- 4.1 **Minor changes.** We may make minor changes to the Course or Course Materials such as (without limitation):

- 4.1.1 changes to reflect changes in relevant laws and regulatory requirements;
- 4.1.2 implementing minor adjustments and improvements – these changes will not significantly affect your participation in the Course;
- 4.1.3 changes to the individuals responsible for organising or delivering the Course, including the Course director, providing always that any replacements are of equivalent skill and qualification; and
- 4.1.4 minor changes to the location or structure of the Course venue.

- 4.2 **More significant changes.** In addition, we may make the following changes to the Course, the Course Materials, or these Booking Terms (as applicable), but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund of the Course Fees:

- 4.2.1 more significant changes or amendments to the structure and/or content of the Course, the Course Materials, or these Booking Terms;
- 4.2.2 significant changes to reflect changes in relevant laws, regulatory requirements, or our internal policies and/or procedures;
- 4.2.3 changes to minimise delays that are beyond our control in accordance with paragraph 5.2, which may include, for example only, delivering a course by alternative means (for example, online); and
- 4.2.4 changes to the timing of the Course or suspension of the delivery of the Course due to any of the issues listed above.

#### 5 **The Course**

- 5.1 **Timing and location.** Subject to the provisions of these Booking Terms, we will deliver the Course to you according to the timetable and location set out on the Website. This may include delivery of the Course remotely via the internet. The estimated start date of the Course will also be contained on the Website. More detailed timetables shall be notified to you in advance of the beginning of the Course. The Course Materials shall be given to you prior to them being required for the Course.

- 5.2 **We are not responsible for delays outside our control.** If our delivery of the Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay King's may contact you to offer an alternative to your chosen Course. For example only, we may offer you a different Course or we may



offer an alternative means of delivery of your chosen Course. In the event that you do not wish to proceed with the alternative offered by King's, or if King's is not able to provide a viable alternative, and as a result there is a substantial delay to the Course, either of us may end the contract under this paragraph and you will be issued with a full refund of the Course Fees.

- 5.3 **What will happen if you do not give required information to us.** We will need certain information from you so that we can deliver the Course to you, for example, any required information requested on the application form or subsequently requested from you by King's. This will have been mentioned to you on the Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Course late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.4 **The Course is delivered in the English language.** Unless we inform you otherwise, the Course shall be delivered in the English language and it is your responsibility to ensure that you are proficient in the English language to the extent necessary to participate in the Course.
- 5.5 **Suitability of the Course.** You are responsible for determining whether the Course is suitable for your needs.
- 5.6 **Travel, visa, and other arrangements.** Travel, accommodation, subsistence, insurance and any other arrangements outside of the delivery of the Course and the Course Materials are your responsibility unless we agree otherwise in writing. You are also responsible for arranging all necessary visas, permissions and consents required for the entire duration of your stay in the United Kingdom whilst you participate in the Course and you warrant to us that you have made these arrangements.
- 5.7 **Online Courses.** If the Course, or part of it, is delivered remotely via the internet, you are also responsible for ensuring you have the equipment, materials, and working space available to you to undertake the Course. Further information on what is required can be found on the Website or by contacting us using the contact details listed in paragraph 2.
- 5.8 **Our policies.** In attending the Course, you must conduct yourself in a professional manner at all times, observing and complying with our policies and procedures, including (without limitation) our health and safety rules. Your behaviour is expected to meet the standards as set out in our policies and procedures, in particular our G27 academic policy (available at <https://www.kcl.ac.uk/campuslife/acservices/academic-regulations/associated-appendicespolicies-g>). We will not tolerate any behaviour which falls below these standards. Failure to maintain these standards will be considered a serious breach of these Booking Terms and we reserve the right to terminate our contract with you and remove you from the Course in accordance with paragraph 8.1.3 if this occurs.

## 6 Your rights to end the contract

- 6.1 **Consider alternatives.** Please note that if you have a right to end the contract in accordance with this paragraph 6 we encourage you to contact us to discuss the issue first. It may be that we can offer you an alternative to your chosen Course or otherwise rectify any issue you have.

- 6.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at in the sub-paragraphs below the contract will end immediately and we will refund the Course Fees to you. The reasons are:
- 6.2.1 we have told you about an upcoming significant change to the Course or these Booking Terms which you do not agree to (see paragraph 4.2);
  - 6.2.2 we have told you about an error in the Course Fees or description of the Course or Course Materials and you do not wish to proceed;
  - 6.2.3 there is a risk that the delivery of the Course may be significantly delayed because of events outside our control; or
  - 6.2.4 you have a legal right to end the contract because of something we have done wrong.
- 6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services or digital content bought online you have a legal right to change your mind and receive a refund. Save as set out in paragraphs 6.4 and 6.5, you have 14 days after the day we tell you we have accepted your Application to change your mind and receive a refund.
- 6.4 **Changing your mind if your Course is due to begin within the 14-day period.** If your Course is due to begin within 14 days from the date of our acceptance of your Application, then by continuing to engage with us in preparation for the Course you confirm that you agree to our services beginning within the 14-day cancellation period. If you have agreed to our services being delivered during the cancellation period, once we have completed the Course you cannot change your mind, even if the cancellation period is still running. If you cancel after we have started providing our services to you (including preparation for your participation in the Course) but before the Course finishes, you must pay us for the services provided up until the time you tell us that you have changed your mind (and such payment will include any costs we have incurred in preparing for your participation in the Course which we can no longer recover as a result of your cancellation). This paragraph shall not apply to Courses provided exclusively online, please see paragraph 6.5 for cancellation rights for online only Courses.
- 6.5 **Changing your mind if your online only Course is due to begin within the 14-day period.** If you are due to be given access to a Course provided exclusively online within 14 days from the date of our acceptance of your Application, by accessing any material or digital content associated with that online only Course you confirm that you agree to the online only Course beginning within the 14-day cancellation period. You acknowledge that by accessing the online only Course in this way will mean you cannot change your mind and no refund of the Course Fees will be due in the event you subsequently wish to cancel your participation in the online only Course.
- 6.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you may still end the contract and cancel your participation in the Course. Whether or not you are entitled to a refund of the Course Fees depends on when you cancel your participation in the Course:

Time of cancellation	Refund % of Course Fees

More than 42 days before the Course begins	100% (subject to a £50 administration charge)
Between 42 and 21 days before the Course begins	75%
Between 20 and 14 days before the Course begins	50%
Cancellations received less than 14 days before the Course begins or after the Course has begun	0%
Failure to attend the Course at any point during the Course for any reason	0%

## 7 How to end the contract with us and cancel your participation in the Course (including if you have changed your mind)

7.1 **Tell us you want to end the contract.** To end the contract and cancel your participation in the Course, please let us know by calling the course team at the number on the Website or email us at [shortcourses@kcl.ac.uk](mailto:shortcourses@kcl.ac.uk). Please provide your name, home address, and, where available, your phone number and email address.

7.2 **Returning Course Materials after ending the contract.** If you end the contract and cancel your participation in the Course for any reason after Course Materials have been dispatched to you or you have received them, you must return them to us. You must either return the Course Materials in person to where you received them, post them back to us at the address listed in paragraph 2 or (if they are not suitable for posting) allow us to collect them from you. Please call the course team on the number listed on the Website or email us at [shortcourses@kcl.ac.uk](mailto:shortcourses@kcl.ac.uk) for a return label or to arrange collection.

7.3 **When we will pay the costs of return for Course Materials.** We will pay the costs of return:

7.3.1 if the Course Materials are faulty or misdescribed (we have a duty to provide the Course Material in conformity with the contract); or

7.3.2 if you are ending the contract for the reasons listed in paragraph 6.1.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

7.4 **How we will refund you.** If you are entitled to a refund of any Course Fees, we will refund you the Course Fees by the method you used for payment.

7.5 **When your refund will be made.** We will make any refunds due to you as soon as possible and in any event within 14 days of termination of the contract.

## 8 Our rights to end the contract and cancel your participation in the Course

8.1 **We may end the contract if you break it.** We may end the contract for the delivery of the Course at any time by writing to you if:

- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
  - 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to deliver the Course; or
  - 8.1.3 you do not follow our policies and regulations, in accordance with paragraph 5.8, when attending the Course or your behaviour is reasonably deemed unacceptable or unreasonable by us.
- 8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 8.1, you may still be entitled to a full or partial refund of the Course Fees depending on when the contract has been ended (this shall be calculated in accordance with the table at paragraph 6.6).
- 8.3 **Other reasons we may end the contract:** We may also end the contract and cancel your participation in the Course:
- 8.3.1 if there is a risk that the delivery of the Course may be significantly delayed because of events outside our control and we are unable to offer you a viable alternative; or
  - 8.3.2 for any other reason at our discretion.
- 8.4 **What we shall refund you if we end the contract under paragraph 8.3.** If we end the contract under paragraph 8.3, you will be entitled to a full refund of the Course Fees in accordance with paragraphs 7.4 and 7.5.

In respect of paragraph 8.3.2 only, provided we end the contract more than 42 days before the Course begins, we will not be liable to you for any costs you incur other than the Course Fees.

**For this reason we strongly advise that you do not book any accommodation, travel, time off work, insurance, or incur any other costs that you may not be able to recover, more than 42 days from the beginning of the Course.** In all circumstances we shall only be liable to you for the Course Fees under paragraph 8.3.1.

## 9 Price and payment

- 9.1 **Where to find the Course Fees.** The Course Fees are set out on the Website and are payable in GBP. The Course Fees include the fees for the Course Materials, unless otherwise stated on our Website. We take all reasonable care to ensure that the Course Fees advised to you are correct. However please see paragraph 9.3 for what happens if we discover an error in the Course Fees.
- 9.2 **The Course Fees do not include expenses.** Please note that the Course Fees do not include any travel, accommodation, subsistence, or visa expenses incurred by you or anyone else (unless otherwise agreed with us in writing). You are solely responsible for these expenses.
- 9.3 **What happens if we got the Course Fees wrong.** It is always possible that, despite our reasonable care, some of the Course Fees may be incorrectly priced. We will normally check the Course Fees before accepting your Application so that, where the actual Course Fees at your Application date are less than the stated Course Fees at your Application date, we will charge the lower amount. If the actual Course Fees at

the date of your Application are higher than the Course Fees stated to you, we will contact you for your instructions before we accept your Application.

- 9.4 **When you must pay and how you must pay.** We accept payment with Mastercard and Visa. Further payment options such as bank transfer will be available if we issue you with an invoice (you must notify us if you pay us via bank transfer). When you must pay depends on the option you select at the time of submitting your Application, you may either select to:
- 9.4.1 pay the Course Fees at the time of your Application; or
  - 9.4.2 receive an invoice from us for the Course Fees, in which case the Course Fees must be paid by you within 30 days of the date of the invoice or prior to the beginning of the Course (whichever date is earlier).
- 9.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 9.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 9.7 **We reserve the right to pass on any Sales Tax to you.** If you are studying your Course outside of the UK and the provision of your Course by King's is subject to Sales Tax in your country of residence, then we reserve the right to pass on any Sales Tax to you. In the event there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to you.
- 9.8 **You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.** Where the payer of your Course Fees is an individual and not a formal sponsor or external corporate body, then there must be a known evidenced relationship between you and the payer (for example, a parent/guardian or close family member). For compliance purposes, King's may require you to provide further information about the third party paying your Course Fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 9.9 **We may return funds back to the payer.** Where unauthorised funds are received into King's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) we may return funds back to the payer, and you will be required to make direct payment to us immediately. Any return of funds may potentially result in a financial loss to you and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to you. Where a debit or credit card payment received by us is subsequently disputed by the cardholder and we agree to return the funds back to the payer, if there is a Course Fee balance owing, you will be required to make payment to us immediately.

## 10 **Our responsibility for loss or damage suffered by you**

10.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation for breach of your legal rights in relation to the Course Materials including the right to receive Course Materials which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.

10.2 **Limitations on our liability to you.** Subject always to paragraph 10.1, our total, aggregate liability to you for any foreseeable loss or damage you may suffer arising out of our:

10.2.1 breach of our obligation to deliver the Course with reasonable skill and care;

10.2.2 breach of any express paragraph of this contract (other than paragraph 7.3.1), or any pre-contract information or statement by us relating to services to be provided that is incorporated into this contract by the Consumer Rights Act 2015;

10.2.3 negligence; or

10.2.4 innocent or negligent misrepresentation,

shall be limited to 150% of the Course Fees paid or payable by you.

10.3 **We are not liable for business losses.** We only supply the Course for domestic and private use. If you use any aspect of the Course for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 11 **How we may use your personal information**

**How we may use your personal information.** We will only use your personal information as set out in <https://www.kcl.ac.uk/terms/privacy> and <https://www.kcl.ac.uk/aboutkings/orgstructure/ps/audit/compliance/data-protection/Student-Data-Collection-Notice>.

## 12 **Other important terms**

12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 12.5 **Which laws apply to this contract and where you may bring legal proceedings.** Subject to paragraph 12.6, these terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Courts in either the Northern Irish or the English courts.
- 12.6 As a consumer, you will benefit from any mandatory (i.e. required) provisions of the law of the country in which you are resident. Nothing in these Booking Terms, including paragraph 12.5, affects your rights as a consumer to rely on such mandatory provisions of local law.
- 12.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact your local citizens advice bureau or submit your dispute for online resolution to the *European Commission Online Dispute Resolution* platform.

**The Schedule Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To King's College London, Strand, London WC2R 2LS

Tel: +44 (0)20 7836 5454/Email: [shortcourses@kcl.ac.uk](mailto:shortcourses@kcl.ac.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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## TERMS AND CONDITIONS – LANGUAGE MODULES (CREDIT-BEARING) AND NON-ASSESSED COURSES

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR CONTRACT WITH KING'S COLLEGE LONDON

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## 1. Definitions

- 1.1 In the following terms and conditions, “we” refers to the King’s Language Centre of King’s College London (King’s) of Strand, London, WC2R 2LS.
- 1.2 “Language Modules” refers to any scheduled language and linguistics modules which we offer primarily for King’s students, and which enable students to gain Higher Education credits within the Framework for Higher Education Qualifications of Degree-Awarding Bodies in England, Wales and Northern Ireland (FHEQ). The module descriptions and fees are set out on our intranet page entitled ‘Module Eligibility & Requirements’, which can be found [here](#).
- 1.3 “Non-Assessed Courses” refers to any scheduled non-assessed language courses which we offer primarily for King’s postgraduate students. Note that these do not enable students to gain Higher Education credits within the Framework for Higher Education Qualifications of Degree Awarding Bodies in England, Wales and Northern Ireland (FHEQ). The course descriptions and fees are set out on our intranet page entitled ‘Why study PG-only Courses’, which can be found [here](#).
- 1.4 “You” refers to a student or prospective student on one of our Language Modules or Non-Assessed Courses.

## 2. Contract with King’s

- 2.1 We are the King’s Language Centre of King’s College London, a body incorporated by Royal Charter in England and Wales. Our principal address is 170 Strand, London, WC2R 2LS.
- 2.2 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King’s when you register for a Language Module or Non-Assessed Course. **These are the terms and conditions on which we shall provide the Language Module or Non-Assessed Course to you.**
- 2.3 Your contract with King’s is made up of these terms and conditions, the Language Module or Non-Assessed Course description and the written confirmation of your registration.
- 2.4 Please read these terms carefully before you register with us. These terms tell you who we are, how we will provide the Language Module or Non-Assessed Course to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss this.
- 2.5 You can contact us about Language Modules or Non-Assessed Courses by writing to us by email at [languagecentreinternal@kcl.ac.uk](mailto:languagecentreinternal@kcl.ac.uk).
- 2.6 For King’s students if we have to contact you, we will do so by writing to you at the email address on your King’s Student Record.

For external students if we have to contact you, we will do so by writing to you at the email address which you provided on your application form.

- 2.7 We will process your registration when we have received a completed application form and full payment of your fee (where applicable). **We will then send an email to your King's student email address to confirm your registration and it is at this point that a binding contract will come into existence between you and us. For non-King's students this email will be sent to your personal email address.**
- 2.8 If we are unable to accept your application, we will inform you of this in writing and we will not charge you (if applicable) for the Language Module or Non-Assessed Course. This might be if you are under the age of 18, if you are a debtor to King's, if we are not offering a Language Module at a suitable credit level, if we are not offering a Language Module or Non-Assessed Course and language stage, or if the Language Module or Non-Assessed Course is already fully subscribed. You must be 18 years old or over on the first day of the course, with the exception of individuals participating in approved widening participation schemes. Information about approved widening participation schemes can be found on the King's [website](#).

### 3. Eligibility

- 3.1 If you are a King's undergraduate student, a King's postgraduate student, or an undergraduate or postgraduate Study Abroad student at King's, you can take one Language Module 'for award' (as part of your programme of study) as long as this module is permitted by your programme regulations. You will need to check with your home department that the Language Module and credit level are permitted within your programme of study. Note that we have a limited number of arrangements for students on certain programmes within a specific school or department to allow their undergraduate students to take a further Language Module for award. This Language Module or these Language Modules will be free of charge, as long as this is within the 120 credits of the home programme of study.
- 3.2 **If you are a King's student and you register for a Language Module 'for award' but it is not permitted by your programme regulations, we will charge you the relevant fee for the Language Module.**
- 3.3 If you are a King's undergraduate student, you can take a Language Module 'not for award' but **you will be charged a fee.**
- 3.4 If you are a King's postgraduate student, you can take a Language Module 'not for award', for example in support of your research interests. See 3.6 below for information about free of charge Language Modules.
- 3.5 King's postgraduate students have an alternative option of taking a Non-Assessed Course. See 3.6 below for information about free of charge courses.
- 3.6 King's postgraduate students are entitled to take one Language Module or Non-Assessed Course per year free of charge. If they wish to take more than one, this is permitted but they **will be charged the relevant fee.**
- 3.7 All King's students, both undergraduates and postgraduates, who register for Language Modules will be registered at the credit level of their year of study. **This applies to 'not for award' as well as to 'for award' registrations.**
- 3.8 Language Modules are also open to King's staff, King's alumni, University of London students, University of London staff and the public. Please see section 6 below for fee information. Note that priority will be given to King's students.

- 3.9 Non-Assessed Courses are also open to postgraduate students from other Higher Education Institutions. Please see section 6 below for fee information. Note that priority will be given to King's students.
- 3.10 You may not register for a King's Language Centre Language Module if you have not passed any previous King's Language Centre Language Module which you have taken.
- 3.11 You may not register for a King's Language Centre Language Module or Non-Assessed Course at the same or a lower stage than any previous King's Language Centre Language Module or Non-Assessed Course for postgraduates which you have taken in the same language.
- 3.12 You may only register for a King's Language Centre Language Module or Non-Assessed Course at the language and stage specified by your language assessment (see paragraph 4.1 below).
- 3.13 You must be 18 years old or over on the first day of the Language Module or Non-Assessed Course, with the exception of individuals already enrolled as a King's student.

#### 4. Registration

- 4.1 Before registering non-beginners on to one of our Language Modules or Non-Assessed Courses, we will assess your knowledge and skills in your chosen language and will place you at the appropriate language stage.
- For Language Modules this will be done as an online test as part of the application process. If you took and passed one of our Language Modules in the previous academic year and are progressing to the next stage in the same language, you are exempt from this requirement.
  - For Non-Assessed Courses this assessment will take place online during one of our Assessment & Registration Sessions. Please see our [website](#) for further details.
- 4.2 Priority is given to King's students, with applications processed on a first-come, first-served basis.
- 4.3 We only process applications when we receive a completed application form and full payment (where applicable). The application form can be accessed from our [intranet site](#).
- 4.4 We reserve the right to refuse registration for Language Modules or Non-Assessed Courses after the second lesson.
- 4.5 We reserve the right to withdraw you if you do not declare all your previous experience and qualifications in the chosen language on your application form.
- Stage 1 Language Modules and Beginners level Non-Assessed Courses are run at A1 level of the [CEFR](#). As such these courses can only be taken by students with no experience in the target language.
- 4.6 Registrations for 'not for award' Language Modules will be on a separate programme of study.
- 4.7 You are not permitted to 'audit' a Language Module (i.e. attend a class as a "taster" without enrolling/registering) as our Language Modules have strict attendance and assessment requirements.
- 4.8 You are not permitted to 'audit' (i.e. attend a class as a "taster" without enrolling/registering) a Non-Assessed Course as our Non-Assessed Courses have strict attendance requirements.

## 5. Deferral

- 5.1 We do not allow you to defer your registration to a subsequent Language Module or Non-Assessed Course.

## 6. Fees and payment

- 6.1 You must pay the fees (where applicable) for the whole Language Module or Non-Assessed Course when you register.
- 6.2 The tuition fees for both Language Modules and Non-Assessed Courses are stated on our [website](#).
- 6.3 All students will be required to purchase a textbook and workbook for their Language Module or Non-Assessed Course. Details of these will be given by the teacher in the first class.
- 6.4 Where applicable, payment shall be made by credit/debit card via the e-store. We do not accept payment of fees in cash.
- 6.5 Payments must be in GB pounds sterling. You are responsible for currency conversion costs.
- 6.6 If You are studying your course outside of the UK and the provision of your course by King's is subject to sales tax in your country of residence, then we reserve the right to pass on any sales tax to You. In the event there is a change in the rate of sales tax, we reserve the right to pass on any such change in sales tax to You.
- 6.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable sales tax. Where the payer of your fees is an individual and not a formal sponsor or external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member). For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 6.8 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) we may return funds back to the payer, and You will be required to make direct payment to us immediately. Any return of funds may potentially result in a financial loss to You and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to You.
- 6.9 Where a debit or credit card payment received by us is subsequently disputed by the cardholder and we agree to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to us immediately.

## 7. Concessionary fees

- 7.1 A concessionary fee for Language Modules and Non-Assessed Courses is available for King's students, King's staff, King's alumni, University of London students and University of London staff. Postgraduate only courses are free of charge.

- 7.2 The concessionary fee for King's students is only available to individuals who are enrolled as a King's student on the first day of the Language Module or Non-Assessed Course.
- 7.3 The concessionary fee for University of London (UoL) students and staff, including King's staff, is only available to individuals who are a student or member of staff at a University of London institution on the day of registration or on the first day of the Language Module or Non-Assessed Course. A list of current institutions is available on the UoL [website](#).
- 7.4 The concessionary fee for King's alumni is only available to graduates and holders of a certifiable qualification from King's.
- 7.5 A concessionary fee cannot be claimed on behalf of another individual. Students must themselves be eligible for the concession.
- 7.6 Satisfactory evidence of concessionary fee eligibility must be provided at the time of registration and must be current on the day of registration e.g. a scanned degree certificate.

## 8. Students changing between modules or courses

- 8.1 If we believe that the language stage of the Language Module or Non-Assessed Course which you have registered for is not the most appropriate for you (on rare occasions this can happen despite the level assessment referenced in paragraph 4.1), we will recommend a change to another more appropriate stage.
- 8.2 If you believe the language stage of the Language Module or Non-Assessed Course which you have registered for is not appropriate for you, you may request a change to a Language Module or Non-Assessed Course in the same language at a more appropriate stage by emailing [languagecentreinternal@kcl.ac.uk](mailto:languagecentreinternal@kcl.ac.uk) before the relevant deadline for module or course change requests. We will only make the Language Module or Non-Assessed Course change if your King's Language Centre teacher or a King's Language Centre manager with responsibility for the relevant language has confirmed in writing that the change is appropriate.
- 8.3 If you wish to change to a group at the same level in the same language but with a change of day, time or campus, or to a Language Module or Non-Assessed Course in another language, you may request a change by emailing [languagecentreinternal@kcl.ac.uk](mailto:languagecentreinternal@kcl.ac.uk) before the relevant deadline for Language Module or Non-Assessed Course changes. See 8.5 and 8.6 below for the deadlines.
- 8.4 We will only allow you to change Language Module or Non-Assessed Course if in our opinion there is capacity on the Language Module or Non-Assessed Course that you wish to change to, and that it is compatible with your remaining timetable.
- 8.5 For Language Modules, the deadline to request module changes is 17.00 (UK time) on the Friday of the first full teaching week of the module. In the academic year 2022-23 this is 17.00 (UK time) on Friday 30<sup>th</sup> September 2022 for full-year Language Modules and one-semester Language Modules taught in semester 1, and it is 17.00 (UK time) on Friday 20<sup>th</sup> January 2023 for one-semester Language Modules taught in semester 2.
- 8.6 For Non-Assessed Courses, the deadline to request a course change is 17.00 on the Friday of the first full teaching week of the course. In the academic year 2020-21 this is 17.00 (UK time) on Friday 8<sup>th</sup> October 2022.

- 8.7 We do not charge an administrative fee for Language Module or Non-Assessed Course changes.
- 8.8 If you wish to change between 'for award' and 'not for award', you may request the change by emailing [languagecentreinternal@kcl.ac.uk](mailto:languagecentreinternal@kcl.ac.uk) before the relevant deadline for module changes. See 15.5 and 15.6 below for the deadlines. If there is a fee for the registration status that you are changing to, you must pay this fee before we will change your registration.

## 9. Attendance

- 9.1 Attendance is compulsory for all King's Language Centre Language Modules, Linguistics Modules and Non-Assessed Courses for postgraduates (for online provision this means the live class). You must attend a minimum of 75% of the lessons. If your attendance falls below this level, you should provide evidence to the King's Language Centre Office explaining why you have missed lessons. Failure to meet our attendance requirement may result in you being prevented from sitting the final exam and passing the Language Module.

## 10. Assessment

- 10.1 All students, whether registered 'for award' or 'not for award', must complete all elements of assessment.
- 10.2 Language Modules taken for award will follow College progression regulations. Modules for award do not lead to a separate qualification.

## 11. Certificates and transcripts

- 11.1 All Language Modules taken 'for award' and Non-Assessed Courses will be listed on the transcript for the programme of study.
- 11.2 Students who are taking a Language Module 'not for award' may request a certificate from the King's Language Centre stating the overall mark attained. There is no fee for this certificate.
- 11.3 Students who are taking a Language Module and who are not enrolled on a King's degree programme may request a certificate from the King's Language Centre stating the overall mark attained. There is no fee for this certificate.
- 11.4 Students who are taking a Non-Assessed Course and who are not enrolled on a King's degree programme may request a certificate of attendance from the King's Language Centre. The certificate is conditional on 75% minimum attendance and requests must be made within six months of completion of the course. There is no fee for this certificate.

## 12. Making changes to modules and courses

- 12.1 We will seek to deliver each Language Module and Non-Assessed Course in accordance with the description set out on our web & KEATS pages.
- 12.2 There may be situations in which it is desirable or necessary for us to make changes to the Language Module or Non-Assessed Course provision, either before or after your registration. We therefore reserve the right to:
- i. make reasonable changes to the timetable, location (including changing to online delivery mode) or academic staff specified for a Language Module or Non-Assessed Course; and
  - ii. make reasonable changes to the content and syllabus of a Language Module or Non-Assessed Course when necessary.



Any such changes will be communicated to students as soon as practicable via email. For fee paying students, if revised arrangements mean you are unable to attend you will be entitled to a pro rata refund for the cancelled lesson(s).

### 13. Cancellation of classes and modules

- 13.1 During the week before the start of teaching, we will cancel groups that are undersubscribed. We will email each of the registered students to notify them of this.
- 13.2 If we cancel a group for which you have registered, you may change to an alternative group, if available, or claim a full refund for the Language Module or Non-Assessed Course (where applicable). We will not charge an administrative fee for this. It will not be possible to attend an alternative group on a trial basis.

### 14. Cancellation of individual lessons

- 14.1 If we cancel a single lesson of a Language Module or Non-Assessed Course, we will notify you as soon as possible via email.
- 14.2 For Language Modules, we will endeavour to offer a replacement lesson for any cancelled lessons during the next revision week (this also applies to online classes).
- 14.3 For Non-Assessed Courses, we will endeavour to offer a replacement lesson for any cancelled lessons in the week following the scheduled end of the course (this also applies to online classes).
- 14.4 If there are disruptions outside our control, including but not limited to Covid-19 related disruption (e.g. travel restrictions, localised lockdowns), industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks., we will endeavour to run lessons as usual. If we run the lesson but you are unable to attend due to such disruptions, we will not reschedule the class or refund you (if you are a fee-paying student). If we have to cancel a lesson due to such disruptions, we will reschedule the class or refund you for the class (if you are a fee-paying student).

### 15. Withdrawals & refunds

- 15.1 If you wish to withdraw from a Language Module or Non-Assessed Course and claim a refund (where applicable), you must make the request by emailing [languagecentreinternal@kcl.ac.uk](mailto:languagecentreinternal@kcl.ac.uk). The request must be made before the relevant withdrawal deadline i.e. the statutory 14 day "cooling off" period, which applies from the date of registration confirmation. Please note this period does not apply to non-fee paying students.
- 15.2 For Language Modules, the King's Language Centre's withdrawal deadline is 17.00 on the Friday of the first full teaching week of the Language Module. In the academic year 2022-23 this is 17.00 (UK time) on Friday 30<sup>th</sup> September 2022 for full-year Language Modules and for one-semester Language Modules taught in semester 1 and it is 17.00 (UK time) on Friday 20<sup>th</sup> January 2023 for one-semester Language Modules taught in semester 2.
- 15.3 For Non-Assessed Courses, the King's Language Centre's withdrawal deadline is 17.00 on the Friday of the first full teaching week of the Non-Assessed Course. In the academic year 2020-21 this is 17.00 (UK time) on Friday 27<sup>th</sup> January 2023 for Non-Assessed Courses



- 15.4 If you are a King's student and your home department specify an earlier withdrawal deadline, their withdrawal deadline will apply to you.
- 15.5 We will only consider a request for withdrawal received after the relevant withdrawal deadline if there is an academic timetable clash **with all the classes of the relevant Language Module or Non-Assessed Course** or there are exceptional circumstances, such as serious illness, or the death of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g., a copy of your timetable, a doctor's note or death certificate). Please note that we do not consider workload or changes in residence or personal income to be exceptional circumstances.
- 15.6 If you claim a refund because you are withdrawing from a Language Module or Non-Assessed Course, we will charge you proportionally for any lessons of the Language Module or Non-Assessed Course which have already taken place.
- 15.7 We do not offer refunds for lessons that take place on the advertised day and time but which you do not attend or are unable to attend because of unforeseen changes in your circumstances.

## 16. Student conduct

- 16.1 You are expected to conduct yourself in a professional manner suitable to a study environment, and to observe and comply with King's health and safety rules. **Failure to do so may result in King's asking the student to leave the Language Module or Non-Assessed Course. No refund will be given.**

## 17. Complaints

- 17.1 If you have a complaint you should follow the King's College London complaints procedure, published on our [website](#).

## 18. Data protection

- 18.1 By registering for a Language Module or Non-Assessed Course, you agree to King's collecting and using your individual personal data, including, in exceptional circumstances, sensitive personal data. This will be done in accordance with the principles set out in the Data Protection Act 2018. These include ensuring that your data will only be used in a way that is fair, lawful and secure. Please see the [Data Collection Notice](#) for further details.

## 19. Limitation of our liability to you and others

- 19.1 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 19.2 Otherwise, our liability to you with respect to the provision of your Language Module or Non-Assessed Course, the cancellation, postponement, or amendment of the Language Module or Non-Assessed Course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by you in respect of the Language Module or Non-Assessed Course. King's excludes its liability for indirect and inconsequential losses.
- 19.3 For the purposes of paragraphs 19.1 and 19.2, "our" also includes King's officers, employees and agents, and this paragraph may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

## 20. Class delivery in response to the Covid-19 pandemic

- 20.1 Classes will be scheduled as per the timetable (which can be accessed via the intranet). This will be subject to review and may change subject to government and college policy.
- 20.2 To access online classes you will require a computer with webcam, video and sound and a reliable internet connection. It is your responsibility to ensure you have a sufficiently reliable connection to undertake any lessons. King's College London accepts no liability for lost tuition due to you having loss of connection – furthermore, we exclude liability for any minor errors or defects in the software and do not guarantee software will be compatible with student's hardware.
- 20.4 It is your responsibility to ensure you are attending at the time given in UK Time.
- If the tutor experiences loss of connection during an online or hyflex class and there is a significant period of lost lesson time, we will consider replacing this.
- 20.5 We retain the right to change the format of class delivery should this be required.

## 21. Law and jurisdiction

21.1. Your contract with King's and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by the laws of England, Scotland and Wales and Northern Ireland and shall be subject to the exclusive jurisdiction of the courts of those home nations.

## 22. Assignment

22.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

## 23. No waiver

23.1 No failure or delay by a party in exercising any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 24. Entire Agreement

24.1 Unless you enrol for our short course/evening programmes or tailor-made courses, this contract constitutes the entire agreement between You and us in relation to its subject matter.

**Last updated: May 2022**

**TERMS AND CONDITIONS –**

**EVENING, SATURDAY AND SUMMER LANGUAGE COURSES**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR CONTRACT WITH KING'S COLLEGE LONDON**

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## 1. Definitions

- 1.1 In the following terms and conditions, “we” refers to King’s Language Centre of King’s College London (King’s) of Strand, London, WC2R 2LS.
- 1.2 Student refers to someone participating in one of King’s Language Centre’s Evening, Saturday or Summer Language Courses. Note that this is not the same status as defined by the College’s Academic Regulations for those studying degree-level programme
- 1.2 “Evening Language Courses” refers to any scheduled courses which we offer to the general public from September to August and which start at 18.00 or later.

The course descriptions, structure and fees are set out on our web pages entitled ‘Evening Language Courses’, which can be found [here](#).

- 1.4 “Saturday Language Courses” refers to any scheduled courses which we offer to the general public from September to August and which take place on a Saturday. The course descriptions, structure and fees are set out in the link above.
- 1.5 “Summer Language Courses” refers to any scheduled intensive courses which we offer to the general public with a start date from June to September. The course descriptions, structure and fees are set out on our web pages entitled ‘Summer Language Courses’, which can be found at the link above.
- 1.6 A “course part” is a 15-hour component of an Evening or Saturday Language Course for which students can enrol separately from other course parts.
- 1.7 In addition, some Intensive and Saturday courses are offered as 45 hour courses over 15 weeks, but the content is the same as the 3 parts. Intensive and Saturday courses are also offered over 5 weeks as part 1. Some Standard courses are offered as 45 hours over 30 weeks, the content is the same as the 3 parts

- 1.8 A “transfer” is a move from a course or course part to another course or course part which starts in the same week and runs for the same number of weeks as the course or course part on which you are enrolled, e.g. from one ten-week course starting in October to another ten-week course starting in October .
- 1.9 “You” refers to a student or prospective student on one of our Evening, Saturday or Summer Language Courses.

## 2. Contract with King’s

- 2.1 We are the King’s Language Centre of King’s College London, a body incorporated by Royal Charter in England and Wales. Our principal address is Strand, London, WC2R 2LS.
- 2.2 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King’s College London when you enrol for an Evening, Saturday or Summer Language Course. **These are the terms and conditions on which we shall provide the course to you.**
- 2.3 Your contract with King’s College London is made up of these terms and conditions, the course description on our web pages (which will also be on our online learning environment, KEATS) and the written confirmation of your enrolment.
- 2.4 Please read these terms carefully before you submit your enrolment to us. These terms tell you who we are, how we will provide the course to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss this.
- 2.5 You can contact us about Evening, Saturday and Summer Language Courses via email at [languagecentreshortcourse@kcl.ac.uk](mailto:languagecentreshortcourse@kcl.ac.uk).
- 2.6 If we must contact you, we will do so by telephone or by writing to you at the email address or postal address which you provided on your online application. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.7 We will process your enrolment when we have received a completed online application (see the [course selection](#) webpage) and full payment of the course’s fees by you, or the full details of the

sponsor responsible for full payment of fees. **You will then receive an auto-generated email confirming your enrolment and it is at this point that a contract will come into existence between you and us.**

- 2.8 If we are unable to accept your enrolment (e.g. if the course you have selected is already full), we will inform you of this in writing and will issue a full refund for the course. **We process enrolments on a first-come, first-served basis.**
- 2.9 You must be 18 years old or over on the first day of the course, with the exception of individuals who are already enrolled on a Higher Education programme of study at King's College London or individuals who are a pupil at King's Maths School or individuals participating in approved widening participation schemes. Information about approved widening participation schemes can be found on the King's [website](#).

### 3. Enrolment

- 3.1 **You are responsible for taking reasonable steps to ensure that the level of course on which you enrol (as well as the part) is appropriate for you.**
- 3.2 We only process enrolments when we receive a completed online application and full payment by you or the full details of the sponsor who will be responsible for payment of your fees.
- 3.3 We reserve the right to refuse enrolments for Level 1 Part 1 courses after the first lesson of the course.
- 3.4 We reserve the right to refuse enrolments for courses at a higher level than Level 1 Part 1 after the second lesson of the course.
- 3.5 We reserve the right to refuse enrolments where a student or prospective student is a debtor of Kings.
- 3.6 We reserve the right to refuse enrolments where a student or prospective student has a relevant unspent criminal conviction (see section 15 for further details).



- 3.7 We reserve the right to refuse or cancel enrolments where a student or prospective student has native level language skills and enrolling on/attending a lower-level class.

## 4. Fees & payment

- 4.1 You must pay the fees for the whole course when you apply, unless your fees are being paid by a sponsor (see paragraph 4.5). We do not offer drop-in or pay-as-you-go courses.
- 4.2 The tuition fees for the course are stated on our website. Please refer to the below page for each type of course to check the [fees](#).
- 4.3 In addition to the tuition fees, you will also be required to purchase a course textbook and work book. These books cost between £20.00 and £65.00 each, depending on the language and level.
- 4.4 We strongly advise that you do not purchase the books until after the first lesson has taken place. Books will not be required for the first lesson.
- 4.5 Payment must be made online via the King's website with a credit or debit card. We do not accept payment of fees in cash or by cheque. If your sponsor is paying an invoice, this will be raised within the first two weeks of the course and must be paid within 28 days.
- 4.6 You will be regarded as responsible for your own fees even if you have arranged for fees to be paid by a third party. If the sponsoring organisation or other third party does not confirm/approve sponsorship within 7 calendar days of our request, you will be liable for payment and withdrawn from the programme if payment is not received within 30 days.
- 4.7 If you do not pay the full amount of the fees for a course, you will not be permitted to attend lessons, you will not receive any documentation relating to the course (including certificates) and you will not be allowed to enrol on subsequent King's Language Centre courses.
- 4.8 Payments must be in GB pounds sterling. You are responsible for currency conversion costs.
- 4.9 If You are studying your course outside of the UK and the provision of your course by King's is subject to Sales Tax in your country of residence, then we reserve the right to pass on any Sales

Tax to You. In the event there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You.

- 4.10 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax. Where the payer of your fees is an individual and not a formal sponsor or external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member). For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 4.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) we may return funds back to the payer, and You will be required to make direct payment to us immediately. Any return of funds may potentially result in a financial loss to You and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to You.
- 4.12 Where a debit or credit card payment received by us is subsequently disputed by the cardholder and we agree to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to us immediately.

## 5. Concessionary fees & discounts

- 5.1 The concessionary fees for King's College London students are only available to individuals who are already enrolled on a Higher Education programme of study at King's College London on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check the [fees](#).

5.2 The concessionary fees for University of London (UoL) students and staff, including King's College London staff, are only available to individuals who are a student or member of staff at a University of London institution on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check for concessions in [fees](#).

A list of current institutions is available on the UoL [website](#).

5.3 The concessionary fees for King's Health Partners staff are only available to individuals who are a member of staff at a King's Health Partners institution on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course. Please refer to the below page for each type of course to check for concessions in [fees](#).

A list of current institutions is available on the King's Health Partners [website](#).

5.4 The concessionary fees for University of London alumni, including King's College London alumni, are only available to graduates and holders of a certifiable qualification from an institution which was a member of UoL at the time of the individual's graduation or is a member of UoL on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course.

5.5 The concessionary fees for Canning House members are only available to individuals who are a member of Canning House on the day of enrolment on or the first day of an Evening, Saturday or Summer Language Course.

5.6 If you are eligible for more than one set of discounts you will automatically be given the highest set of discounts. Discounts are not cumulative.

5.7 A concessionary fee cannot be claimed on behalf of another individual. Students must themselves be eligible for the concession.

5.8 If you claim a concessionary fee, you will be asked to provide evidence of concessionary fee eligibility at the time of application via our website. This may involve uploading a scanned document e.g. a scanned degree certificate.

- 5.9 If you claim a concessionary fee but you are unable to provide evidence to our reasonable satisfaction of your concessionary fee eligibility, we will invoice you for the remainder of the full fee.

## 6. Attendance

- 6.1 You are only permitted to attend lessons of the specific class which you are enrolled on. You cannot attend lessons of another course or in another class on an ad hoc basis.
- 6.2 Guests/family of enrolled students cannot watch/participate in online classes and must pay separately. This also applies to guests of enrolled students attending on-campus classes to accompany someone. Any special requests must be made in writing to [languagecentreshortcourse@kcl.ac.uk](mailto:languagecentreshortcourse@kcl.ac.uk) at least 48 hours in advance.
- 6.3 If you attend one or no lessons of a course part, we reserve the right to withdraw you from subsequent parts of the course. In the case of online classes this requires attendance at the live class. We will not offer a refund in this case.

## 7. Certificates of professional development

- 7.1 There is no award on completion of an Evening, Saturday or Summer Language Course. However, if you have attended 70% of lessons, you will be able to download a certificate of professional development (CPD) yourself after the end of the course from our online learning environment. Please note that you need to use the self-service function within 30 days of the end of the course as the data on your courses is not accessible in the system after this time.

## 8. Student status

- 8.1 You do not acquire full King's College London student status by enrolling on or attending an Evening, Saturday or Summer Language Course. If studying on-campus we will aim to issue you with an ID card by the fourth class of your course (second class for Saturday Language Courses and 5 week Evening Language Courses). If you do not have an ID card but have classes to attend, you can sign in at reception as a visitor. Note that no ID card will be issued

for courses that are only of one week or weekend in duration. Note that this ID card is solely for use by you and will be confiscated if it is misused. You will also be granted access to the virtual learning environment at King's and you are entitled to use open access facilities at King's e.g. the Language Resource Centre. However, you are not entitled to use other services provided for King's College London students e.g. Library services.

- 8.2 If you have studied on Evening, Saturday or Summer Language Courses you do not have King's College London alumnus status.
- 8.3 There will be a £10 charge for the replacement of an ID card payable online by credit/debit card.

## 9. Deferrals

- 9.1 We do not allow you to defer your enrolment to a subsequent course or course part.

## 10. Transfers

- 10.1 See paragraph 1.8 for the definition of "transfer".
- 10.2 Only one transfer of language is permitted per student per enrolment. **You may only request a transfer to a course in another language within the statutory cancellation period (see paragraph 14.1). This is much earlier than the deadlines for transfer of level requests listed in paragraphs 10.6-10.10.**
- 10.3 If we believe that the level of the course which you have enrolled on is not the most appropriate for you, we will recommend a transfer to a course in the same language at a more appropriate level.
- 10.4 If you believe that the level of the course which you have enrolled on is not appropriate for you, you may request a transfer to a course in the same language at a more appropriate level by completing the transfer form before the relevant deadline for transfer requests (see paragraphs 10.6-10.10). Only one transfer of level request is permitted per student per course part. If a transfer is not possible, we may allow you to transfer to a course in another language. If this is

not desirable, a refund for any remaining classes (less administrative charge) can apply. We will only transfer you if your King's Language Centre course teacher or a King's Language Centre manager with responsibility for the relevant language has confirmed in writing that the transfer is appropriate. The transfer form can be found on our [website](#).

- 10.5 If you wish to transfer to a course at the same level in the same language but with a change of day, time or campus, you may also request a transfer by emailing [languagecentreshortcourse@kcl.ac.uk](mailto:languagecentreshortcourse@kcl.ac.uk) before the relevant deadline for transfer requests (see paragraphs 10.6-10.10).
- 10.6 For 10-week Evening Language Courses the deadline for transfer of level requests is 23.59 on the day before the fourth lesson of the course part which you are transferring to.
- 10.7 For 15 week and 5-week Evening Language Courses, the deadline for transfer of level requests is 23.59 on the day before the second lesson of the course part which you are transferring to.
- 10.8 For 45 hours 30 week Language Course, the deadline for transfer of level requests is 23.59 on the day before the fourth lesson of the course part which you are transferring to.
- 10.9 For Saturday Language Courses, the deadline for transfer of level requests is 23.59 on the Thursday before the second lesson of the course part which you are transferring to.
- 10.10 For Summer Language Courses which start at 18.00 or later, the deadline for transfer of level requests is 12.00 on the day of the second lesson of the course which you are transferring to.
- 10.11 For Summer Language Courses which start before 18.00, the deadline for transfer of level requests is 12.00 on the day before the second lesson of the course which you are transferring to.
- 10.12 For the week long intensive summer courses, this request must be made before 2pm on the day before the second class.
- 10.13 We will only transfer you if there is a space available on the course you wish to transfer to.

## 11. Changes to courses

- 11.1 We will seek to deliver each course in accordance with the description set out on our course webpage.
- 11.2 However, there may be situations in which it is desirable or necessary for us to make changes to the course provision after your enrolment. We therefore reserve the right to:
- a. make reasonable changes to the timetable, location or teacher specified for a course; or
  - b. make reasonable changes to the content and syllabus of a course when necessary.
- 11.3 We will endeavour to keep such changes to a minimum.
- 11.4 If we make any such changes, we will notify you by email as soon as reasonably practicable. If these changes mean that you are unable to or no longer want to attend a course, you may transfer to an alternative course, if available, or claim a pro rata refund for any subsequent lessons (no administrative charge would apply in this instance). Any fees paid will be offset against any fees due for the course transferred to. You cannot attend an alternative course on a trial basis. If you request or attend an alternative course, you will lose the right to a refund and these terms and conditions will continue to apply.

## 12. Course cancellations

- 12.1 We will normally cancel courses which are undersubscribed or not financially viable. Where we need to cancel a course, we will email all students enrolled on that course to notify them of this decision not less than [seven] calendar days before the start of each course part.
- 12.2 We reserve the right to cancel individual course parts of courses which consist of more than one part in accordance with paragraph 12.1, even after one or more of the parts has run.
- 12.3 If we cancel a course which you have enrolled on, you may transfer to an alternative course, if available, or claim a full refund for any courses which are cancelled i.e. the whole fee paid. We will not charge an administrative fee for this. You cannot attend an alternative course on a trial

basis. If you request or attend an alternative course, you will lose the right to a refund and these terms and conditions will continue to apply.

## 13. Lesson cancellations

- 13.1 If we need to cancel a single lesson of an Evening, Saturday or Summer Language Course, we will notify you as soon as practicable by email.
- 13.2 If just one lesson of an Evening or Saturday Language Courses is cancelled, we will endeavour to offer a replacement lesson. If it is not possible to find a suitable alternative arrangement, or we have to cancel any further lessons, you will be entitled to a pro rata refund for the cancelled lesson(s). Due to the intensive nature of Summer Language Courses it will not be possible to reschedule a lesson, so you will receive a pro-rata refund for any cancelled lesson. We will not charge an administrative fee for refunds due to a cancelled lesson(s).
- 13.3 If there are disruptions outside our control, including but not limited to Covid-19 related disruption (e.g. travel restrictions, localised lockdowns), industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks, we will endeavour to run lessons as usual. If we run the lesson but you are unable to attend due to such disruptions, we will not reschedule the class or refund you. If we have to cancel a lesson due to such disruptions, we will reschedule the class or refund you in accordance with paragraph 13.2.
- 13.4 Single lesson cancellations are not considered to be changes to the day or time of a course.

## 14. Cancellations, withdrawals & refunds

- 14.1 You have the right to cancel your contract with us at any time within 14 days of its commencement (upon receipt of the email confirming enrolment - please refer to 2.7 for details). This is the statutory cancellation period. In these circumstances we will issue a full refund within 14 days of any payments which have been made. We will charge no administrative fee. To cancel within the statutory cancellation period, please inform us in writing of your decision by sending a



message through King's Apply or by email at [languagecentreshortcourse@kcl.ac.uk](mailto:languagecentreshortcourse@kcl.ac.uk) or by completing one of the withdrawal / cancellation forms published on our [website](#).

**If you attend a lesson before the end of the 14-day period, you will receive a pro-rata refund for any unattended classes.**

- 14.2 If you cancel your contract within the statutory cancellation period and your fees were paid by a third party, any refund which we make will be paid to that third party.
- 14.3 You may **withdraw** from a course after the statutory cancellation period by completing one of the withdrawal / cancellation forms published on our [website](#).
- 14.4 Where you request to withdraw from your course after the statutory cancellation period, we will only consider a request for a refund if there are exceptional circumstances, such as serious illness or death of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g. a doctor's note or death certificate). Please note that we do not consider changes in residence or personal income to be exceptional circumstances. We will charge a £20 administrative fee to process the withdrawal and refund.
- 14.5 We do not offer refunds for lessons which take place on the advertised day and time but which you do not attend or are unable to attend because of unforeseen changes in your circumstances.
- 14.6 **PLEASE NOTE:** If you made a debit/credit card payment, all refunds will be made to the original card from which the payment was made. As King's Language Centre is required to adhere to financial regulations relating to card schemes, we are unable to refund to an alternative card.

## 15. Criminal convictions and student conduct

- 15.1 Students must disclose if they have a relevant unspent criminal conviction both prior to enrolment and whilst they are enrolled. Relevant offences and further details of our policy on such disclosure are set out on our [website](#). If you were convicted outside the United Kingdom for an offence listed on our website, this is also considered a relevant offence. Failure to disclose a relevant unspent conviction may result in you being asked to leave the course.

15.2 You are expected to conduct yourself in a professional manner at all times, and to observe and comply with King's College London's health and safety rules and [bullying and harassment policies](#). Your behaviour is expected to meet the standards as set out in the [college regulations](#), in particular G27 and the accompanying guidance and policies. We may update and replace these regulations from time to time to ensure that we are operating efficiently for students. We will not tolerate any behaviour which falls below these standards. **Failure to do so may result in us taking disciplinary action against you which could result in you being asked to leave the course. No refund will be given.**

## 16. Limitation of our liability to you and others

16.1 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

16.2 We shall not be liable and expressly exclude liability for: (a) damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence; and/ or (b) indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

16.3 Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment of the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of fees and any additional costs paid by you in respect of the course. The limitation of our liability applies to the cumulative total of all claims that you make, whether or not they arise from the same or related facts.

16.4 For the purposes of paragraph 16.2 "we" also includes King's College London officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents.

## 17. Complaints

- 17.1 You agree to comply with the Student Complaints Procedure, which explains the procedures students should use if they have a complaint, including applicable time limits for lodging complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints). See Appendix below or email us at [languagecentreshortcourse@kcl.ac.uk](mailto:languagecentreshortcourse@kcl.ac.uk)

## 18. Personal data

- 18.1 [The King's Student Data Collection Notice](#) explains what personal data we might hold about you, how we use it, who we might share it with and the reasons for doing that:

The notice also explains certain rights that you have in respect of your personal data.

## 19. Disability

- 19.1 We are committed to providing an inclusive and accessible environment. Students and applicants with disabilities are encouraged to notify us at the earliest opportunity so that any appropriate support arrangements can be provided. Our acceptance of your application to enrol on a course is conditional upon us being able to implement the specific adjustments reasonably needed for you to complete your course. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early and you engage in any necessary discussions or health assessments as required by us.

## 20. Online Teaching

20.1 Some classes for the 2022/23 academic year will be held online. This will be subject to review during the year subject to government and college policy.

20.2 Online classes will be scheduled as per the timetable and an invite link will be sent to you before the first class, valid for each lesson of the term or part. All classes will be held as live seminars.

20.3 To access online classes you will require a computer with webcam, video and sound and a reliable internet connection. It is your responsibility to ensure you have a sufficiently reliable connection to undertake any lessons. King's College London accepts no liability for lost tuition due to you having loss of connection, or any minor errors/defects in software, and does not guarantee software will be compatible with a student's hardware.

20.4 It is your responsibility to ensure you are attending at the time given in UK Time. These are normally scheduled between 18:00 and 21:00, though there may be very rare occasions where lessons are held outside these hours due to unforeseen circumstances.

20.5 If the tutor experiences loss of connection and there is a significant period of lost lesson time, we will consider replacing this. If we have to cancel any lessons, you will be entitled to a pro rata refund for the cancelled lesson(s) unless a substitute class is made available. Due to the intensive nature of Summer Language Courses it will not be possible to reschedule a lesson, so you will receive a pro-rata refund for any cancelled lesson. We will not charge an administrative fee for refunds due to a cancelled lesson.

20.6 If studying online, you will not receive a King's College London student ID card (these will be issued for on-campus students). You will have access to the King's virtual learning environment (KEATS) and the available online resources from our Language Resources Centre.

20.7 We retain the right to change the delivery platform of lessons should this be required.

## 21 Law and jurisdiction

21.1 These terms and conditions are governed by and construed in accordance with English, Scottish, Welsh and Northern Irish Law. The Courts in these home countries have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

## 22 Assignment

22.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

## 23 No Waiver

23.1 No failure or delay by a party in exercising any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 24 Entire Agreement

24.1 Unless you enrol for our tailor-made or language modules (credit-bearing) this contract constitutes the entire agreement between You and us in relation to its subject matter.

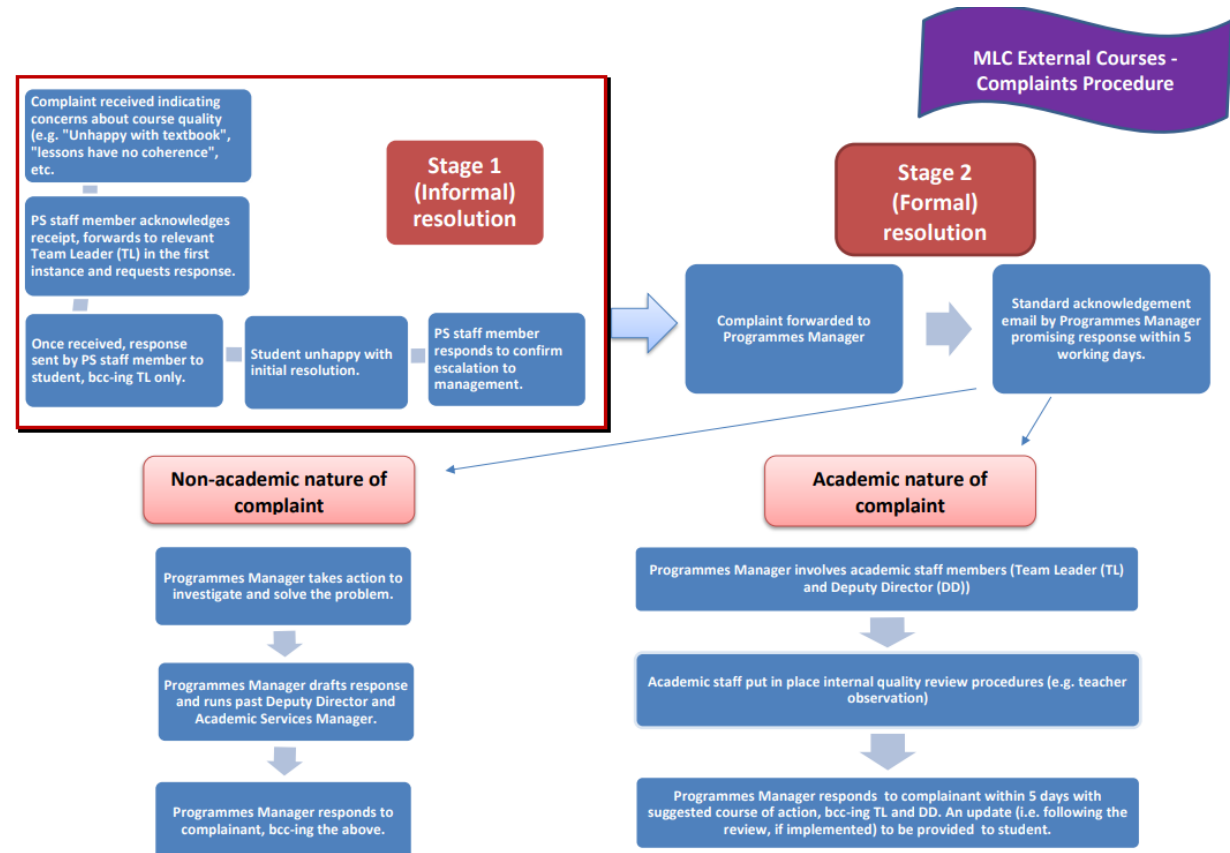
## 25 General

25.1 If any provision of these terms and conditions is held to be void or unenforceable in whole or in part by any court or other competent authority, the rest of the terms and conditions shall continue to be valid as to the other provisions contained in them.

25.2 Other than as set out in paragraph 16.4, neither of us intend that any of these terms and conditions will be enforceable by any third party.

Last updated: May 2022

### Appendix: Complaints Procedure





## King's Language Centre

### **TERMS AND CONDITIONS – CORPORATE & TAILOR-MADE TUITION**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS  
IMPORTANT INFORMATION ABOUT YOUR CONTRACT WITH  
KING'S COLLEGE LONDON**

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## 1. Definitions

- 1.1 In the following terms and conditions, “we” refers to King’s Language Centre of King’s College London (King’s) of Strand, London, WC2R 2LS.
- 1.2 “You” refers to a client/student or prospective client/student taking a Tailor-made course.
- 1.3 “Tailor-made course” refers to any scheduled courses which we offer, and which take place as agreed. More information can be found at our [website](#).

## 2. Contract with King’s

- 2.1 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King’s when you confirm a Corporate or Tailor-made course. **These are the terms and conditions on which we shall provide the course to you.**
- 2.2 Your contract with King’s is made up of: these terms and conditions, the course agreement form (see appendix I) and written confirmation of your course.
- 2.3 Please read these terms carefully before you submit your application to us. These terms tell you who we are, how we will provide the course to you, how you and we may change or end the contract, what to do if there is a problem, and other important information.
- 2.4 We are King’s College London, a body incorporated by Royal Charter in England and Wales. Our principal address is Strand, London, WC2R 2LS.
- 2.5 You can contact us by telephoning our Language Resources Centre at +44 (0)20 7848 1006 or by writing to us by email at [language.tuition@kcl.ac.uk](mailto:language.tuition@kcl.ac.uk) or by post to the address shown above.
- 2.6 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your application. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.7 You can enquire about a quotation for a course via the online form [here](#). We will confirm your course when we have received payment of your fees and charges or a signed sponsorship form from you or a suitable third party on your behalf. **We will then email you to confirm your course and it is at this point that a binding contract will come into existence between you and us.**



- 2.8 If we are unable to confirm your requested course, we will inform you of this in writing and will not charge you for the course.
- 2.9 Any client company is obliged to procure the student's compliance with these terms & conditions. Any breach of these terms & conditions by a student will be deemed a breach by the company.
- 2.10 You must be 18 years old or over on the first day of the course, with the exception of individuals participating in approved widening participation schemes. Information about approved widening participation schemes can be found on the King's [website](#).

### **3. Course confirmation**

- 3.1 There is no award on completion of our Tailor-made courses unless stipulated in the course agreement form. However, a certificate of attendance can be provided on request.
- 3.2 We only confirm courses when we receive full payment, or partial payment if agreed in the course agreement form or a signed sponsorship form. The sponsorship form is available in appendix II.
- 3.3 The course must be completed within the time period stipulated on the course agreement form. (Please refer to Section 7, Lesson cancellation and rescheduling.)
- 3.4 If a client wishes to withdraw from a group course after the course has started, fees will not be refunded. If one or more clients join the class after it has started, the fee paid by each client in the group will not be reduced.
- 3.5 A client may be refused to join a group course if they are found to not be at the level stipulated in the course agreement form.

### **4. Fees and payment**

- 4.1 You must pay the fees as stipulated in the course agreement form. We do not offer drop-in or pay-as-you-go courses.
- 4.2 You may also be required to purchase a course textbook and workbook. These books typically cost £20.00 - £60.00 depending on the language and level. The books in question will be recommended by the teacher in the individual learning plan, which is normally produced after the first session and for individual students will consist of information relating to the learning resources required, the topics, grammar and vocabulary covered, and any homework.
- 4.3 Payment of fees shall be made online via our website with a credit or debit card. We do not accept cash or in-person payment. If your sponsor is paying an invoice, this will be raised upon course confirmation and shall be paid within 30 days.
- 4.4 A student will be regarded as responsible for their own fees even if they have arranged for fees to be paid by a third party. If the sponsoring organisation or other third party does not

confirm/approve sponsorship within 7 calendar days of our request, you will be liable for payment and withdrawn from the programme if payment is not received within 30 days.

- 4.5 Payments must be in GB pounds sterling. Students/Clients are responsible for currency conversion costs.
- 4.6 If courses take place at premises external to King's, travel, accommodation and subsistence costs will be added to the course fee if applicable.
- 4.7 If You are studying your Course outside of the UK and the provision of your Course by King's is subject to Sales Tax in your country of residence, then we reserve the right to pass on any Sales Tax to You. In the event there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You.
- 4.8 You are responsible for knowing the exact source of funding of your fees and any applicable Sales Tax. Where the payer of your fees is an individual and not a formal sponsor or external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member). For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 4.9 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) we may return funds back to the payer, and You will be required to make direct payment to us immediately. Any return of funds may potentially result in a financial loss to You and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to You.
- 4.10 Where a debit or credit card payment received by us is subsequently disputed by the cardholder and we agree to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to us immediately.

## 5. Client status

- 5.1 If you are enrolled on a Tailor-made course, and you are not currently a registered King's student you do not acquire King's College London student status. **You are considered to be a visitor to the university.** Student cards will be issued to enable you to access your classrooms and you are entitled to use open access facilities at the university e.g. the [Language Resources Centre](#). You are not entitled to use library services or other services provided for King's College London students.
- 5.2 If you have studied a Tailor-made course, you do not have King's College London alumnus status.

## **6. Changes to courses**

- 6.1 King's will seek to deliver each course in accordance with the course agreement form agreed.
- 6.2 There may be cases when it is desirable or necessary for King's to make changes in course provision, either before or after course confirmation. King's therefore reserves the right to:
- i. make reasonable changes to the timetable, location or academic staff specified for a course; and
  - ii. make reasonable changes to the content and syllabus of a course when necessary.
- 6.3 If we change the day, time or campus of a course we will notify you by email as soon as reasonably practicable so that the change can be agreed. If it is not possible for the client/student to attend an alternative class, a refund for this class will be given.

## **7. Lesson cancellations and rescheduling**

- 7.1 Lessons must be held on the agreed time and day as per the Schedule provided in the course agreement form. A minimum of 2 business days is required to make changes to the agreed timetable. If notification is not received in time, the lesson will not take place but the full fee for that lesson will be retained as a cancellation charge.

Replacement classes can only be scheduled within the duration of the contract. Any other arrangement is at the sole discretion of King's Language Centre. In any case, a maximum limit of 3 months from the date of the original final last class of the contract will apply.

Students/Clients wishing to reschedule or cancel a class should contact King's Language Centre ([language.tuition@kcl.ac.uk](mailto:language.tuition@kcl.ac.uk), 020 7848 1006).

- 7.2 The course must be completed within the arranged time period unless otherwise agreed.
- 7.3 Student(s)/Client(s) must inform King's Language Centre and the teacher if they are going to be late for a lesson.
- 7.4 If there are disruptions outside the control of King's, this includes but is not limited to: Covid-19 related disruption (e.g. travel restrictions, localised lockdowns), industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. We would normally expect such events to be short term, and we will take steps to minimise any disruption to your programme. If classes cannot be rescheduled, those affected will be refunded.
- 7.5 We recognise that there may be occasions the agreed notice period given in paragraph 7.1 cannot be met. King's Language Centre follows the College's guideline on Mitigating circumstances. Mitigating circumstances are defined as "recognisably disruptive or unexpected events, beyond the student's control, that might have a significant and adverse impact on their academic performance." Please see appendix III below.

Students/Client(s) must inform King's Language Centre and the teacher if they wish to change the schedule outside of the agreed notice period.

- 7.6 For guidance on evidence required to support mitigating circumstances, a table providing examples can be found in appendix III.
- 7.7 For circumstances that would not meet the definition of mitigating circumstances, a table providing examples can be found in appendix III.

## **8. Refunds & withdrawals**

- 8.1 We do not offer refunds for classes which you are unable to attend because of unforeseen changes in your circumstances without 2 business days' notice.
- 8.2 Where the contracting party is a consumer (i.e. and individual rather than company client), a 14 day cooling off period will apply.
- 8.3 We will only consider a request for withdrawal if there are exceptional circumstances, such as serious illness or bereavement of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g., a doctor's note or death certificate).
- 8.4 The course can be terminated by either contracting party by submitting four weeks' written notice. If King's cancels, a refund of any future lessons will apply. If the client/student/sponsor cancels, a refund of any remaining cancelled lessons after the four weeks' notice period will also apply.
- 8.5 We will charge a £20.00 administrative fee for any course cancellation.

## **9. Client conduct**

- 9.1 Clients/Students are expected to conduct themselves in a professional manner suitable to a study environment, and to observe and comply with King's Health and Safety rules. **Failure to do so may result in King's asking the student to leave the course. No refund will be given under such circumstances.**
- 9.2 Clients/Students must disclose if they have a relevant unspent criminal conviction both prior to enrolment and whilst they are enrolled. Relevant offences and further details of our policy on such disclosure are set out on our [website](#). If you were convicted outside the United Kingdom for an offence listed on our website, this is also considered a relevant offence. Failure to disclose a relevant unspent conviction may result in you being asked to leave the course.
- 9.3 Clients/students are expected to conduct themselves in a professional manner at all times, and to observe and comply with King's College London's health and safety rules and [bullying and harassment](#) policies. Your behaviour is expected to meet the standards as set out in the [college regulations](#), in particular G27 and the accompanying guidance and policies. We may

update and replace these regulations from time to time to ensure that we are operating efficiently for clients/students. We will not tolerate any behaviour which falls below these standards. **Failure to do so may result in us taking disciplinary action against the client/student which could result in you being asked to leave the course. No refund will be given.**

- 9.4 We are committed to providing an inclusive and accessible environment. Students/clients and applicants with disabilities are encouraged to notify us at the earliest opportunity so that any appropriate support arrangements can be provided. Our acceptance of your application to enrol on a course is conditional upon us being able to implement the specific adjustments reasonably needed for you to complete your course. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early and you engage in any necessary discussions or health assessments as required by us.

## **10. Complaints**

10.1. If you have a complaint, you should follow the complaints procedure outlined at the end of this document.

## **11. Data protection**

- 11.1 By paying your fees you agree to King's collecting and using your individual personal data, including, in exceptional circumstances, sensitive personal data. This will be done in accordance with the principles set out in the 2018 General Data Protection Regulation (GDPR). These include ensuring that your data will only be used in a way which is fair, lawful and secure. More information is available at our [Data Collection Notice](#).

## **12. Limitation of our liability to you and others**

- 12.1 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 12.2 Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment of the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by you in respect of the course. We also exclude our liability for indirect and consequential losses.
- 12.3 For the purposes of paragraphs 12.1 and 12.2 "our" also includes King's officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

### **13. Online Teaching**

- 13.1 Classes will be held either online or face to face depending on the client's preference.
- 13.2 Online classes will be scheduled as per the contract/agreement and an invite link will be sent to the client/student before the first class, valid for each lesson of the term or part.
- 13.3 It is the client/student's responsibility to ensure a sufficiently reliable connection to undertake any lessons. King's College London accepts no liability for lost tuition due to you having loss of connection.
- 13.4 It is your responsibility to ensure you are attending at the time given in UK Time.
- 13.5 If the tutor experiences loss of connection and there is a significant period of lost lesson time, we will consider offering replacing this. If we have to cancel any lessons, you will be entitled to a pro rata refund for the cancelled lesson(s) unless a substitute class is made available. We will not charge an administrative fee for refunds due to a cancelled lesson.
- 13.6 If studying online, you will not receive a King's College London student ID card. You will have access to the available online resources from our Language Resources Centre.
- 13.7 We retain the right to change the delivery platform of lessons should this be required.

### **14. Law and jurisdiction**

- 14.1 Your contract with King's and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by the laws of England, Scotland, Wales and Northern Ireland and shall be subject to the exclusive jurisdiction of courts therein.
- 14.2 King's dealings and contracts with clients/students and prospective clients/students do not create a contract or other legally binding relationship between King's and anyone else, for example parents, guardians or sponsors.

### **15. Assignment**

- 15.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

### **16. No Waiver**

- 16.1** No failure or delay by a party in exercising any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **17. Entire Agreement**

- 17.1** Unless you enrol for our short courses, evening programmes or language modules (credit-bearing) and non-assessed courses this contract constitutes the entire agreement between You and us in relation to its subject matter.

**Last updated: May 2022**

**Appendix I: Corporate & Tailor-made course agreement form**

Course name	
Course attendant name(s)	
Language	
Tutor	
Current language level	
Target language level	
Class size	
Location	
Start date	
Finish date*	
Total hours	
Fee per hour	
Total fee	

I have read the course terms and conditions in full      Yes ☐      No ☐

Please note: Payment of the course fees, including partial payment, is taken as an agreement to these course details and the terms and conditions.

These fees are valid only for the current academic year (ending August 31<sup>st</sup>).

\*Please refer to Section 7 of the terms and conditions for lesson cancellation and rescheduling.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix II: Language course sponsorship form

Please indicate the company's or individual's agreement to pay the fees for this language course by completing and returning this form, together with the student's completed application form to: [language.tuition@kcl.ac.uk](mailto:language.tuition@kcl.ac.uk)

Student Details	
Student name(s):	

Course Details	
Language and Level:	
Programme:	Tailor-made course

Invoice Details	
Name of person to whom the invoice should be sent:	
Invoice Address:	
Postcode:	
Tel no:	
Email	
If student is being sponsored by a company / King's department, please list:	
Company / Department name:	
Job title / position of sponsor:	
Registered VAT number	
Purchase order number (if required) or King's departmental account code	

Agreement to Pay	
Fee to be invoiced:	£
<i>By signing this form, the individual or company listed above has entered into an agreement to pay the fees for the student and language course listed above. The Terms &amp; Conditions for the language Programme enrolled for apply, including any withdrawal &amp; refund deadlines.</i>	
Signature:	
Date:	

### Appendix III: Mitigating circumstances

The following table provides examples of the kinds of circumstances that would normally be considered acceptable mitigating circumstance, with information on what evidence would be required in each case. This list of required evidence is provided as a guide and is not exhaustive. King's Language Centre recognises that it can be difficult to disclose sensitive, personal information to other parties. As such, please note that all documentation provided will be treated sensitively and will remain confidential.

Circumstance	<b>What evidence is required?</b>  <b>Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK authorities.</b>
<b>Illness</b>	Confirmation of the illness, the impact the illness would have/has had on the dates concerned. This should be provided on: <ul style="list-style-type: none"> <li>• An original medical certificate; <i>or</i></li> <li>• A letter from King's support services who have been actively supporting you; <i>or</i></li> <li>• A letter from external support services who have been actively supporting you.</li> </ul>
<b>Hospitalisation</b>	Confirmation of the illness, the impact the illness would have/has had on the affected assessment(s) and the dates concerned. This should be provided on:  An original medical certificate/letter.
<b>Family illness</b>	Confirmation of the illness, the impact that this would have/has had on the affected assessment(s) and the dates concerned. This should be provided on: <ul style="list-style-type: none"> <li>• An original medical certificate/GP letter; <i>or</i></li> <li>• A letter from King's support services who have been actively supporting you; <i>or</i></li> <li>• A letter from external support services who have been actively supporting you.</li> </ul>

Circumstance	<p>What evidence is required?</p> <p>Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK authorities.</p>
Bereavement	<p>A letter confirming the death from an independent person (usually not a family member) with their contact details provided and including a view on the closeness of the relationship to you. A death certificate or order of service are other forms of acceptable evidence and are all that would be required where the closeness of the relationship is evident (e.g. for a close relative - a parent, sibling, or child). Where the closeness of the relationship is less obvious, a certificate/order of service also should be accompanied by a letter from an independent person, as outlined above.</p>
Acute Personal Difficulties	<p>Confirmation of the circumstances, the impact that these would have/have had on the affected assessment(s) and the dates concerned. This should be provided on</p> <ul style="list-style-type: none"> <li>• An original medical certificate/GP letter; <i>or</i></li> <li>• A letter from King's support services who have been actively supporting you; <i>or</i></li> <li>• A letter from external support services who have been actively supporting you.</li> </ul>
Pregnancy-related illness	<p>The requirements for illness, hospitalisation etc. should be followed if there is a specific incident during pregnancy.</p>
Victim of crime	<p>Police report (including a crime reference number). If the incident has resulted in your seeking medical attention, then the requirements for illness should be followed.</p>
Domestic Disruption	<p>Confirmation of the circumstances, the impact that these would have/have had on the affected assessment(s) and the dates concerned. This should be provided on:</p> <ul style="list-style-type: none"> <li>• A letter from an independent authority (eg social worker, counsellor); <i>or</i></li> <li>• A police report (inc. crime reference number); <i>or</i></li> <li>• A letter from King's support services who have been actively supporting you.</li> </ul>

<b>Circumstance</b>	<b>What evidence is required?</b> <b>Please note any medical certificate should be from a UK-based medical practitioner or one recognised by UK authorities.</b>
<b>Representing the College or your Country at a significant/ prestigious event</b>	A letter of confirmation from the relevant organising body and a supporting statement from the student and/or member of staff explaining why the event should be considered as significant/prestigious. <ul style="list-style-type: none"> <li>Student athletes with an international commitment (such as an international training camp or world-standard competition) should supply third-party evidence of the commitment.</li> </ul>
<b>Jury Service (UK)</b>	A letter from the Court.
<b>Court Attendance (UK)</b>	If you are required to attend a tribunal or court as a witness, defendant (not for 'Criminal Conviction') or plaintiff, please provide a solicitor's letter including the dates of the legal proceedings and the requirement for you to attend.
<b>Road Traffic Incident</b>	If you have been involved in a road traffic incident, either as a passenger or as the driver, evidence must be provided detailing the time and place that the incident occurred including: <ul style="list-style-type: none"> <li>A police report (including a crime reference number); <i>or</i> Insurance reference number/record of the event.</li> </ul>

The following are examples of the kind of circumstances that are likely to be considered unacceptable. However, King's Language Centre will consider every case individually and on its own merit.

<b>Circumstance</b>	
<b>Transport issues</b>	It is your responsibility to arrive at the class on time, irrespective of the form of transport used or relied upon. Exceptions to this might be industrial action or other significant disruption that is beyond your control. Evidence of any significant disruption would be required.
<b>Holidays</b>	All holidays and vacations should take place at a time that will not impact on your availability to study.

Misreading the timetable	It is your responsibility to ensure that you have an accurate understanding of the location, time and duration of all classes.
Paid employment or voluntary work	It is your responsibility to manage other commitments so that they do not adversely interfere with your studies.
IT and/or computer failure	It is your responsibility to ensure that all work which is electronically stored, generated and/or submitted is sufficiently backed up.
Foreseeable/preventable circumstances	Where the circumstances are within your control.
Not disclosing circumstances	The College can only consider circumstances if they are disclosed in accordance with the regulations.

## **Appendix IV: Tailor-Made & Corporate Tuition Complaints Procedure**

King's Language Centre is committed to considering and investigating genuine complaints from Student/Clients. We will review what led to the complaint and where appropriate seek an early resolution. Complaints should be raised at the earliest possible opportunity, and we commit to using outcomes to improve our services to other clients wherever appropriate.

### **Stage 1 – Informal resolution**

Complaints should be submitted in writing to [language.tuition@kcl.ac.uk](mailto:language.tuition@kcl.ac.uk) wherein they will be assigned to the relevant team member depending on whether the complaint is academic or non-academic in nature.

Complaints will be acknowledged on receipt before being investigated by a member of the Business Support Team. The process will be completed as soon as possible and responded to in writing.

If we feel that an informal approach will not resolve the complaint, then we will advise that a formal resolution will be sought.

### **Stage 2 – Formal resolution**

Clients who are dissatisfied with the outcome of informal resolution may request that the complaint is formally investigated by the department. This should be confirmed by emailing the team at [language.tuition@kcl.ac.uk](mailto:language.tuition@kcl.ac.uk)

The complaint will then be investigated by the management team, led by the Business Support Manager, who will provide an update and suggested course of action within five working days of receipt of the complaint.

A further update will be sent to the client when the suggested course of action has been carried out.

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-07
<b>Status</b>	Final

## KCLSU President's Report

### Action required

- ☐ For approval  
☐ To recommend for approval  
☐ For discussion  
☒ To note

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	Academic Board receives a report from the KCLSU President at each of its meetings. This report outlines key updates and upcoming projects, insights from student engagement and campaigns, and highlights from the union.
<b>What are the key points/issues?</b>	<ul style="list-style-type: none"> <li>• TEF Student Submission</li> <li>• Changes to representation, student insights, and reporting</li> </ul>
<b>What is required from members?</b>	<p>For discussion, members are asked to provide detail on:</p> <ul style="list-style-type: none"> <li>• Feedback on future reporting from KCLSU</li> <li>• Opportunities for KCLSU to gather or obtain insight to better evidence discussions</li> <li>• Knowledge of existing, or potential, opportunities for student representation across King's</li> </ul>

**Paper Submitted by: KCLSU President, Zahra Syed**



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# KCLSU President's Report

## Executive Summary

1. This report provides a summary of King's College London Students' Union's (KCLSU) activities since the previous Academic Board meeting in April 2022. It is the final KCLSU President's report of the 21/22 academic year.
2. In addition to updating on the progress of existing KCLSU projects and student campaigns, the report highlights:
  - KCLSU's upcoming work on the TEF student submission
  - An introduction to the 22/23 KCLSU Sabbatical Officer team
  - Changes to KCLSU's insight strategy for the 22/23 academic year
3. In depth updates on KCLSU Sabbatical Officer priorities will be published in KCLSU's Impact Report at the end of this Academic Year.




## Updates and Upcoming Projects

### TEF Student Submission



4. The Teaching Excellence and Student Outcomes Framework (TEF) is a national exercise aimed at assessing undergraduate higher education providers. The student submission is a new addition to the TEF, aimed at strengthening student voice on teaching, learning, and student outcomes.
5. KCLSU has committed to completing the 10-page student submission, with support from King's within existing budgets. This project will be led by the KCLSU's Student Contact, Vice President Education Sara Osman Saeed, and will benefit substantially from the new approach to insights and recruitment of the Policy & Research Coordinator, financed through the Tiger Team funding.
6. The student submission will focus on the measures of excellence outlined by the TEF. These are: academic experience (B1), resources, support, and student engagement (B2), Assessment and awards (B4) and student outcomes (B3). Access to King's data and insights on teaching and learning from the last four years will be crucial to evidence and complement KCLSU's findings for successful completion of the submission. Initial plans and discussions with the TEF team at King's are underway.

## Incoming Officers and Academic Association Committee Members

7. The new KCLSU Student Officers will be starting their term in July, following their election in March. Officers will go through a one-month induction programme, including spending time with the outgoing team who finish their term at the end of July. The 22/23 Sabbatical Officer team is the following:

		
Mohd Yasir Khan (President)	Shagun Bhandari (VP Postgraduate)	Tejveer Singh Nag (VP Activities & Development)

		A by-election was held for this post, concluded on 14 June.
Martina Chen (VP Welfare & Community)	Sara Osman Saeed (VP Education - Arts & Sciences)	Julia Kosowska (VP Education – Health)

8. Details of the Full-Time Student Officer Team and Academic Association Committee Members can all be found [here](#). Where relevant, KCLSU will be reaching out to existing committees and governance bodies that include representatives to check details and requirements ahead of the new academic year and would welcome colleagues to proactively reach out to [representation@kclsu.org](mailto:representation@kclsu.org) should they wish to discuss further.
9. As the new Officer team begins, as outgoing President, I would like to thank the 21/22 team for all of their support and hard work over this year:
- VP Welfare & Community – Muhammed Daniyal Ubaidullah
  - VP Education (Health) – Fatimah Patel
  - VP Education (Arts & Sciences) – Hamza Lone
  - VP Postgraduate – Rebecca Seling
  - VP Activities & Development – Arslan Zafar

## Relationship Agreement Working Group Update

10. This section covers issues that have been identified as an area of priority and deemed to be of strategic importance for KCLSU. They have also been factored into the Relationship Agreement (RA) and work is being done via the Relationship Agreement Working Group (RAWG), to progress on these issues. The progress on this work by area is outlined below (Table 1), though it is slightly outdated as the RAWG are yet to meet in June.

**Table 1: Relationship Agreement Working Group RAG Rating**

No.	Projects	Officer Lead	T1	T2	T3	Status
1.	Academic Representation and Academic Societies	FP/HL	R	A		A
2.	Partnership and Co-Creation (Advice Services)	DU	R	A		A
3.	Wellbeing and Mental Health	DU	R	A		A
4.	PG Experience	RS	R	A		A
5.	Freedom of Expression	ZS	R	A	G	G
6.	Anti-Harassment	ZS	R	A	G	G
7.	Careers	AZ/ HL	R	A		A

11. The first draft of the proposed Relationship Agreement for signing has been completed and shared with the members of RAWG for review. Once the RA document is approved by RAWG, it will be presented at KCL UE and KCLSU Board of Trustees (BoT) for discussion and approval. Once approved by UE and KCLSU BoT it will be sent to College Council for signing by both KCL Principal/President and KCLSU's President.

## Student Engagement and Insights

### Insight Strategy Refresh

12. KCLSU is currently refreshing its insight strategy for the 22/23 academic year, supported by the introduction of additional capacity through the recruitment of a Policy & Research Coordinator (Tiger Team funded). The key objective of this strategy is to ensure that the work of KCLSU's student representatives and other community leaders is consistently informed by the experiences of our student members, via the following activities:
  - Developing and embedding a streamlined approach to generating and capturing insights across KCLSU activities throughout the year
  - Mapping external insight opportunities to enable KCLSU to anticipate emerging issues and respond effectively
  - Delivering a program of informative and educational opportunities to build the capacity of student communities and drive evidence-based approaches to representation
13. A key element of KCLSU's approach is aligning our insight calendar and activities with those of KCL, to enable successful partnership working that drives forward student-led change. For example, integrating the insights of our student academic representatives across all levels of KCL's governance is facilitated by our ongoing partnership with KCL's faculties and departments, while the upcoming TEF exercise is an opportunity for significant collaboration that may also lead to enhancement to our shared ways of working in the longer term.
14. KCLSU's new insight strategy will further involve changes to how our student engagement and insights are reported to KCL's governing bodies, such as the Academic Board, to maximise their impact in terms of contribution to the goals of KCLSU and King's in improving the student experience. We would welcome feedback from King's staff on how best to make these contributions in future.

### Union Campaigns

15. KCLSU supports our members to develop Union Campaigns on issues that will improve the experiences of students at King's. Students that can demonstrate a sufficient level of democratic support for their campaign aims, via petition or working with a democratically elected body, receive funding, training and ongoing campaigns and marketing support. We currently have three active Union Campaigns.
16. Keep It Real is a campaign to confirm an imminent return to in-person teaching so that KCL students do not miss out on the real student experience. This campaign gained support from 144 students via our website, has a following of over 4,000 on Instagram, and hosted a members' meeting in December 2021 with over 1,719 members voting and 70% in favour of the campaign's motion. The campaign recently secured a favourable outcome for students in negotiations with the Interim Vice President (Education) at King's and has received considerable national media coverage.
17. Reimbursement Now! is a campaign to support students to know their rights and claim compensation for the disruption to their studies caused by ongoing industrial action. Their goal is for students to submit claims en masse; sending a clear message that students won't stand for further disruption. This campaign has had support from over 1,095 members via our website.
18. Tuition Fee Reduction UK is a campaign bringing students at King's together to campaign for reduced tuition fees in the UK. They have recently passed the 50-signature petition threshold to become a Union Campaign and are currently developing their campaign strategy.

## Highlights from recent KCLSU Activity

### KCLSU Awards

19. KCLSU Awards is a major part of the KCLSU calendar and is there to recognise the commitment and excellence of King's College London students and university and SU staff who go above and beyond expectations in making King's a brilliant place to study and be. The ceremony took place on Tuesday 31<sup>st</sup> May at the De Vere Grand Connaught Rooms, seeing a return to celebrating our students in person.
20. The awards received a total of 4000 nominations and sold out in 3 days. Approximately 650 attendees joined us on the night, following an extension to ticket sales. Professor Evelyn Welch and former EDI Director Sarah Guerra both received Honorary Life Memberships to KCLSU, and were joined by Adam Fagan, Darren Wallis, and Mike Curtis to celebrate the 1506 award winners. SU colleagues, academic lecturers and personal tutors, and student groups, representatives and network leaders all received their moment in the spotlight. You can watch the ceremony back by heading to the [KCLSU YouTube channel](#).

### Cultural Ball

21. The National Societies & Volunteering Awards (NSVAs) recognise the contributions of student volunteers and student-led societies from UK higher and further education institutions. This year, the Cultural Ball has been nominated for the Event Award and has successfully made the short list of potential awardees, recognising the event as brilliant and innovative. Results are to be announced on June 15<sup>th</sup>.

## Report of the Academic Board Operations Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. PACE Membership on the Academic Board	31 May 2022	Main	Approve	No
2. College International Committee Terms of Reference <b>[Annex 2]</b>	31 May 2022	Consent	Approve	No
3. Disposition of Proposed Agenda Items <b>[Annex 1]</b>	31 May 2022	Main	Discuss	No
4. ABOC Membership	31 May 2022	Consent	Note	No
5. Academic Board Minute Style	31 May 2022	Consent	Note	No
6. 2022 Election Progress Report	31 May 2022	Consent	Note	No
7. Agenda Plan <b>[Annex 3]</b>	31 May 2022	Consent	Note	No

### Approval

#### 1. PACE Membership on the Academic Board

##### Motion:

- (i) That the composition of Academic Board be amended to add the following: “Three staff members on contracts which include teaching from Professional and Continuing Education (PACE) will be elected by and from the staff members on contracts which include teaching in PACE. One of the three seats will be held by a Head of Department or equivalent from the list of eligible nominees as determined by PACE.
- (ii) That a mechanism to address the differential between the FTEs of faculties and the capacity for these to change over time and the consequence for membership numbers on the Academic Board be considered in the next governance review in 2023-24.

##### Background:

A significant number (165/74.7 FTE) of the staff who transferred to PACE during this last year had, hitherto, been associated with a faculty and had been represented (and been eligible to stand for election) on the Academic Board in the category of academic staff. Now that they are part of PACE, though they continue to have teaching duties included in their contracts, they are not able to be represented through a faculty and participation in the professional staff electorate does not fit their profile.

Current representation on the Board for staff with teaching in their contracts is based on FTE with those faculties having 300 or more FTEs being assigned five seats (one of whom is an HoD) and those with fewer than 300 FTEs being assigned four seats (one of whom is an HoD). It seems disproportionate to assign four seats for 74.7 FTEs when the next highest grouping ranges between 108 and 230 FTEs. The Committee’s recommendation is, therefore, for a smaller number for PACE.

The Director of PACE had suggested that a Head of Department or Equivalent position be included for PACE in line with those included for each of the Faculties.

The Committee noted that the differentials between the FTEs of the faculties was significant and also had the capacity to change over time. It is suggested that a more refined mechanism for determining the allocation of seats on the Board be considered in the next overarching university governance review in

2023-24. In the meantime, this temporary solution is suggested for PACE membership to be implemented for the coming academic year. If approved by the Academic Board, the Secretariat will conduct a by-election as soon as possible after approval of the Ordinance amendments by Council.

## 2. College International Committee Terms of Reference

**Motion:** That Academic Board approve the changes to the terms of reference of the College International Committee set out in **Annex 2**.

### **Background:**

The Committee considered proposals from the College International Committee (CIC) to change its terms of reference in recognition of the newly established executive Partnership Committee. It was proposed that the authority of the CIC to approve international agreements be replaced by the duty to provide a framework for the quality and ethical standards of all international partnerships, to advise Academic Board of any issues and areas of good practice, and to liaise with the Partnership Committee which now has responsibility for operational approval of international partnerships.

## To Discuss

### 3. Disposition of Proposed Agenda Items

A request to add an agenda item to the upcoming meeting of the Academic Board was received by the Principal on 18 May 2022. See attached at **Annex 1** for full text.

The Academic Board has set the following criteria for including member-suggested items on the agenda:

1. The item must concern a matter that is within the terms of reference of the Academic Board.
2. The request must be supported by at least 10 percent of the membership of the Academic Board.
3. If the item concerns a matter that would normally fall within the terms of reference of another committee it should be referred to that committee in the first instance.
4. Notice of the item must be received within six weeks of the Academic Board meeting at which it is to be considered.
5. If the Principal is of the view that these criteria are not met, the issue is to be referred to the Academic Board Operations Committee for resolution.

The proposal was submitted within the six-week time frame required and, with 10 signatories, met the requirement that it be supported by at least 10 percent of the membership of the Academic Board. However, as the proposal concerns matters that are not within the terms of reference of the Board, the Principal referred it to ABOC for resolution in accordance with criteria #5.

The proposal seeks to have the College Ordinances amended at paragraph 2.7 as follows:

**“2.7 Setting regulations for academic misconduct, including the approval of any suspension or dismissal, regulating proposed redundancies, and student discipline.”** (*Additions in bold.*)

An alternative phrasing could be:

**“2.7 Establishing a committee of elected members of the Academic Board that oversees, and must consent to, the dismissal or disciplinary of any academic member of staff for conduct, capability, qualification, redundancy, or any other reason.”**

The Committee sees two issues with the proposals as presented.

First, they concern matters related to human resources procedures which are not within the purview of the Academic Board to govern. The College Ordinances and the terms of reference of the Board give the Board delegated authority over academic matters and academic regulations, not regulations related to staff.

Second, the proposals conflate governance and regulation with management and operations. They would give the Academic Board an operational role in the management of academic staff dismissals and discipline which, in the view of the Committee, is not appropriate for a body whose role is governance and oversight. Council's authority with respect to staffing matters is delegated to the President & Principal, who must exercise that delegated authority in accordance with the Ordinances, regulations, policies and procedures in force (College Ordinances, para E4).

However, the Committee fully agrees that the questions that underlie the proposals are critical matters and proposes a way forward. Criteria #3 of the Board's protocol stipulates that a matter raised that sits within the terms of reference of another committee should be referred to that committee. The Council has approved the establishment of a Staff & Culture Strategy Committee which includes within its terms of reference authority to make recommendations to Council on 'strategy, College Ordinances and regulations related to staff' and to advise the Senior Executive on 'related policy and programmes.' Further, the College Ordinances, in sections E4, E5 and E6 lay out the principles that inform the creation of regulations and policies related to academic staff dismissals and discipline which the President & Principal must administer.

We would propose, therefore, that the Staff & Culture Strategy Committee of Council be asked to commission a review of the Ordinances related to academic staff dismissal and discipline, along with an examination of existing policies (and their outcomes) that are based on those Ordinances to be sure that they are effective and being appropriately implemented. The outcome of any such review would in due course be reported back to the Academic Board as part of Council's regular reporting to the Board.

With respect to the larger question as to whether the Academic Board's authority should be extended beyond academic matters to encompass issues related to academic staff or other issues, we again agree that this is an important point that should be discussed. There is a range of practices across higher education institutions in the UK and elsewhere as to the precise powers of Academic Boards and Senates and King's sits within that spectrum with a number of peer institutions. However, we believe that this question should be part of a larger governance review next scheduled for 2023-2024 rather than being dealt with piecemeal and propose that the College Secretary ensures that the matter is explicitly included as one of the issues to be discussed in that review.

## To Note

### 4. ABOC Membership

The election process for the vacant positions would begin once the successful candidates in the 2022 Academic Board membership election were known in June.

ABOC agreed that the newly elected members of Academic Board would be eligible to stand for election as members of ABOC in June 2022, ahead of the start of their term of office.

It also agreed, however, that the current membership of Academic Board should be the group to vote rather than the newly elected membership that had not yet begun its term of office. This would ensure that the student members of the Board were not disenfranchised from the process as they are not elected to the Board until October.

### 5. Academic Board Minute Style

The Chair of the Academic Board had requested that ABOC undertake a review of the Board's minuting practices following debate over amendments to a recent set of minutes.

The Secretariat had gathered information on conventions followed by peer institutions in the UK and it is clear that these were in alignment with those adopted by King's, namely: minutes provide a summary of the key points of discussion in order that the reasons for any decision taken were apparent; minutes are



not verbatim; speakers are not identified unless they are the presenter of an item or speaking in their official capacity; points raised that are not directly relevant to the matter under discussion are not usually recorded in the minutes unless they generate a future action.

The Committee was of the view that the current convention was both expedient and informative and noted that it fitted with what was seen at other institutions and agreed that the existing minute-writing conventions should remain. It noted that within the current conventions, members who held strong dissenting views on any matter could request that their dissent be recorded.

## **6. 2022 Election Progress Report**

The Committee had been informed that election of staff members of the Academic Board for seats available from 1 August 2022 was underway. A good response had been received to the call for nominations with 64 nominees put forward across 13 separate ballot categories for 22 seats. Just two ballot categories received no nominations and a by-election would be called for those in the new academic year. As voting closed on 13 June, Academic Report would receive a report on the election outcomes at its next meeting. Voting numbers were good to date showing increased participation compared with recent years.

The following principles were approved on procedural issues that had arisen during the process to date:

- (i) That the Microsoft Word automated count be used to ensure that personal statements did not exceed the 50-word limit and that acronyms be counted as single words in that count.
- (ii) That Heads of Department or equivalent (as determined by each Faculty) be eligible for election to HoD seats only in order to preserve the maximum number of seats filled by members of academic staff without senior management responsibility. (This is the corollary to the decision last year that HoD seats would be available only to those designated as HoD or equivalent by each Faculty.)
- (iii) That Heads of Department or Equivalent have a duty to notify the Secretariat as soon as they are aware of their term in that employment position approaching its end. That they should continue in their capacity as a member of the Board until the end of the academic year already underway (to 31 July) and that elections be held to fill the position within the annual Academic Board elections.

## **7. Agenda Plan**

The Committee noted the current iteration of the forward plan of Academic Board business which would be received as a standing item at each of its meetings. The College Secretariat would write out to request suggestions for strategic discussion items for 2022-23 in due course.

18 May 2022

Dear Professor Kapur,

We would like to request an item on the agenda with reasonable time (e.g. 25-30 minutes) to discuss the following *Academic Board job security proposal*. There should be a right of members to submit amendments for discussion. The proposed change is to Board's Ordinances, Appendix B, so that "The specific powers of the Academic Board include" under rule 2.7:

**"2.7 Setting regulations for academic misconduct, including the approval of any suspension or dismissal, regulating proposed redundancies, and student discipline."** (*Additions in bold.*)

An alternative phrasing could be:

**"2.7 Establishing a committee of elected members of the Academic Board that oversees, and must consent to, the dismissal or disciplinary of any academic member of staff for conduct, capability, qualification, redundancy, or any other reason."**

This represents a logical extension for the existing powers of regulating 'academic misconduct', and gives certainty in process. The rationale is to ensure that through prudent oversight unjust or discriminatory dismissals do not take place at King's College, London. The empirical evidence shows job security creates innovation.<sup>1</sup> The most successful universities protect job security in similar ways.<sup>2</sup> There are a number of options to implement the core concept. For instance, information could be provided to a committee of the Academic Board on any proposed dismissal, to which committee members may object, and thus intervene in any dismissal process. There could be a requirement for positive affirmation of dismissal in every case (*ex ante* review) or alternatively be a more flexible system of information, with an option for pre-emption (*ex post* review).

Yours Sincerely,

1. Dr Hillary Briffa

5. Dr Ye Liu

9. Dr Yannis Paloyelis

2. Mr James Gagen

6. Dr Ewan McGaughey

10. Prof Alfredo Saad Filho

3. Dr Moritz Herle

7. Dr Manasi Nandi

4. Prof Satvinder Juss

8. Prof Federico Ortino

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- 1 On empirical evidence linking job security and innovation, see: VV Acharya et al, 'Labor Laws and Innovation' (2013) [56 JLE 997](#), based on different countries' job security norms (including elected work councils, worker directors and redundancy protection) the authors find that more job security will 'enhance employees' innovative efforts' and encourage 'firms to invest in risky but potentially groundbreaking projects'. This is measured by patent filings being significantly higher.
- 2 University of California ([Bylaw 40.3\(e\)](#)) in the case of any dismissal, 'the Chancellor shall consult with the appropriate advisory committee(s) of the Division of the [elected] Academic Senate.' University of Oxford ([Statute XII.B.14\(6\)](#)) requires a panel 'elected and selected' by staff in the university Congregation in the event of any proposed redundancies.

**Proposed Changes to Ordinance Appendix B: Terms of Reference of Council Standing Committees and Subcommittees**  
**College International Committee Terms of Reference**

EXISTING	PROPOSED
<p><b>1. Authority</b></p> <p>1.1 The College International Committee will:</p> <ul style="list-style-type: none"> <li>• Ensure that internationalisation activities are embedded within King's structure</li> <li>• Provide the necessary academic governance and oversight of international activities, including all international partnership agreements</li> <li>• Enable wide ranging academic input into the strategy as it evolves and is implemented</li> <li>• Be a key communications channel for the dissemination of information and getting feedback about our international affairs</li> </ul> <p>1.2 The International Committee will monitor and approve exchange agreements and in principle agreements for new programmes with partner institutions, advise the VP International on international strategy by acting as a sounding board, checking feasibility, feeding-in ideas and sharing experience, and be informed about international strategy and take it into account in planning Faculties' strategies.</p>	<p><b>1. Authority</b></p> <p>1.1 The College International Committee will provide strategic leadership for all aspects of internationalisation at King's. It will ensure that our values of internationalisation are embedded in everything we do and that our international relations are governed by coherent strategies and unambiguous protocols.</p> <p>1.2 The Committee will promote and practice:</p> <ul style="list-style-type: none"> <li>• an integrated approach to the delivery of the international strategy</li> <li>• risk-management approaches for governing international relations that reflect our values and role as custodians of King's international reputation</li> <li>• a regional approach to King's global reach</li> <li>• the development of cultural competency and global problem-solving mindsets</li> <li>• an ethos of transparency, information-sharing, and collaboration</li> </ul>

<p><b>2. Duties</b></p> <p>2.1 To advise the Vice-Principal (International) on the academic and operational implications of the international strategy; to support an integrated approach to the delivery of the international strategy;</p> <p>2.2 To monitor and approve international institutional Memoranda of Understanding, including exchange agreements and agreements in principle only for new programmes with partner institutions. This does not include Memoranda of Agreement that include details of collaborative provision leading to an award of the College. These are monitored and approved by the Programme Development and Approval Committee (PDAC).</p> <p>2.3 To inform the Vice-Principal (International) of academic developments of relevance to the international strategy;</p> <p>2.4 To discuss international developments which may have relevance to King's;</p> <p>2.5 To share intelligence on international matters and opportunities;</p> <p>2.6 To ensure that planning in Faculties, Institutes and Schools is informed by the international strategy;</p> <p>2.7 To assist in building consensus across the College around the international strategy;</p> <p>2.8 To distribute any funds which may from time to time fall within the purview of the Committee;</p> <p>2.9 To set targets for the international strategy and to monitor their delivery;</p> <p>2.10 In support of these duties, the Committee will:</p> <p>2.10.1 form subcommittees, working groups and task and finish groups as needed</p> <p>2.10.2 review the relevance and value of its work and the terms of reference on an annual basis</p>	<p><b>2. Duties</b></p> <p>On behalf of Academic Board, the College International Committee will:</p> <p>2.1 Monitor and review the implementation of King's international strategy Internationalisation 2029</p> <p>2.2 Oversee the governance and translation of the strategy by Faculties and Directorates, ensuring it is embedded in planning and performance targets, and their management</p> <p>2.3 Develop and monitor metrics related to the delivery of our strategic aims that may be shared with the College Education, Research and Service Committees, including student experience and attainment measures, impact, and King's contribution to meeting the UN's Sustainable Development Goals. This will include liaison and consultation with these Committees.</p> <p>2.4 Provide a framework for the quality and ethical standards of all international partnerships, advising Academic Board of any issues and areas of good practice. This will include liaison with the Partnership Committee.</p> <p>2.5 Promote integration and cohesion in the College's approach to internationalisation through the identification and dissemination of good practice and support for shared tools, resources, and processes where applicable</p> <p>2.6 Develop and maintain oversight of the College's protocol for developing, establishing, and managing relations with international partners</p> <p>2.7 Oversee the dissemination of intelligence, including emerging risks related to engagement, at a country-specific, regional, and international level</p> <p>2.8 Champion cultural competency and having a global problem-solving mindset as core internationalisation values and monitor the development of these values across King's</p>
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2.10.3 review its terms of reference on an annual basis.

3.1 The College International Committee shall be appointed by Academic Board and shall comprise:

- 3.1.1 Vice President & Vice-Principal (International) (in the chair)
- 3.1.2 Vice President & Vice-Principal (Education)
- 3.1.3 Vice-Deans (International) or equivalent from each faculty.
- 3.1.4 Director, School of Global Affairs
- 3.1.5 Director, King's India Institute
- 3.1.6 Director, King's Brazil Institute
- 3.1.7 Director, Lau China Institute & Chair, Community of Practice (Greater China)
- 3.1.8 Director, King's Russia Institute
- 3.1.9 Director of the Menzies Centre for Australian Studies
- 3.1.10 Chair, Community of Practice (East and South East Asia)
- 3.1.11 Chair, Community of Practice (Africa)
- 3.1.12 Chair, Community of Practice (North America)
- 3.1.13 Chair, Community of Practice (Europe)
- 3.1.14 Chair, Community of Practice (Latin America)
- 3.1.15 Chair, Community of Practice (India),
- 3.1.16 Deputy Vice President (Global Business Development)
- 3.1.17 Director, Global Engagement
- 3.1.18 Director of Internal and UK External Relations
- 3.1.19 Associate Director of Supporter Development
- 3.1.20 Assistant Principal (Global Health),
- 3.1.21 Executive Director, Culture
- 3.1.22 Director of the English Language Centre
- 3.1.23 Director of Research Talent
- 3.1.24 Director, Modern Language Centre
- 3.1.25 Director of Students & Education
- 3.1.26 Associate Director (Global Mobility)
- 3.1.27 KCLSU Vice-President, Activities & Development
- 3.1.28 KCLSU Vice-President, Welfare & Community

2.9 Receive reports from the Ethical and Reputational Risk Sub-Committee on the outcomes of international agreement proposals escalated by the Chair to this sub-committee of the College Enterprise Risk Management Committee

2.10 Receive reports from both the Arts & Sciences and Health International Commercial and Partnership Committees and Working Groups

2.11 Receive annual overviews of:

- Faculty International Committees and Working Groups governance
- Activities in externally facing Directorates including Marketing & Brand, Students & Education, King's Online, Professional and Executive Education and Alumni

2.12 In support of these duties, the Committee will:

2.12.1 form subcommittees, working groups and task and finish groups as needed

2.12.2 review the relevance and value of its work and the terms of reference on an annual basis

### **3. Composition**

3.1 The College International Committee shall be appointed by Academic Board and shall comprise:

- 3.1.1 Vice President & Vice-Principal (International) (in the chair)
- 3.1.2 Vice President & Vice-Principal (Education)
- 3.1.3 Vice-Deans (International) or equivalent from each faculty.
- 3.1.4 Director, School of Global Affairs
- 3.1.5 Director, King's African Leadership Centre
- 3.1.6 Director, Menzies Centre for Australian Studies
- 3.1.7 Director, King's Brazil Institute
- 3.1.8 Director, Lau China Institute & Chair, Community of Practice (Greater China)
- 3.1.11 Assistant Principal (Global Health)

<p>3.2 The following shall have the right to attend meetings of the Committee, but are not members of the Committee:</p> <p>3.2.1 Director of Brand &amp; Marketing</p> <p>3.2.2 Head of International Marketing</p> <p>3.2.3 Senior Lecturer, Florence Nightingale Faculty of Nursing, Midwifery &amp; Palliative Care</p> <p>3.2.4 Other officers of the College may also be permitted by the Chair to attend the College International Committee either permanently or for particular meetings.</p> <p>3.3 The College Secretary or his/her designate shall act as Secretary to the College International Committee.</p>	<p>3.1.12 Deputy Vice President (Global Business Development)</p> <p>3.1.13 Executive Director, Culture</p> <p>3.1.14 Executive Director, King's Foundations</p> <p>3.1.15 Executive Director, Online, Professional and Executive Education</p> <p>3.1.16 Director, Brand &amp; Marketing</p> <p>3.1.17 Director, Global Engagement</p> <p>3.1.18 Director, International Strategy &amp; Planning</p> <p>3.1.19 Director, Modern Language Centre</p> <p>3.1.20 Director, Research Talent</p> <p>3.1.21 Director, Research Strategy Delivery</p> <p>3.1.22 Associate Director, Supporter Development</p> <p>3.1.23 Associate Director (Global Mobility) &amp; Student Placement Lead</p> <p>3.1.24 Head of Development, Arts &amp; Sciences</p> <p>3.1.25 KCLSU Vice-President, Activities &amp; Development</p> <p>3.1.26 KCLSU Vice-President, Postgraduate International Lead</p> <p>3.2 Other officers of the College may also be permitted by the Chair to attend the College International Committee either permanently or for particular meetings.</p> <p>3.3 The College Secretary or his/her designate shall act as Secretary to the College International Committee.</p>
<p><b>4. Frequency of Meetings</b></p> <p>The College International Committee will meet at least three times in each year and more often if required</p>	<p><b>4. Frequency of Meetings</b></p> <p>4.1 The College International Committee will meet at least three times in each year and more often if required.</p>
<p><b>5. Reporting Procedures</b></p> <p>5.1 The College International Committee will report to the Academic Board at least annually.</p> <p>5.2 Report to the Academic Board and Senior Executive Team at least annually.</p>	<p><b>5. Reporting Procedures</b></p> <p>5.1 The College International Committee will report to the Academic Board at least annually.</p>

# Academic Board Annual Agenda Plan

## Strategic discussion

The Academic Board Operations Committee has allocated Education to the first strategic discussion meeting (December) and Research to the second strategic discussion meeting (March) and proposed a different thematic focus, but consistency with the education and research focus year on year.

## Strategies

It is anticipated that the following new strategies will be presented to the Board during 2021/2022 for consideration but timing is not yet confirmed. The Board will be asked to scrutinize the strategies, recommending amendments and/or the approval of the strategies to Council:

- Refresh of the overarching university strategy Vision2029
- Research Strategy

The Board will continue to monitor the implementation of the following strategies:

- King's Education Strategy 2017-2022 (through reports from CEC)
- International Strategy (through reports from CIC)
- Widening Participation Strategy
- Student Mental Health & Wellbeing Strategy & Action Plan (through reports from CEC)

And receive reports as appropriate from its standing committees including on:

- Curriculum 2029
- Flexible curriculum
- Portfolio simplification
- Online professional education
- Enabling Student Success
- Professional Statutory and Regulatory Body (PSRB) Updates
- Community Charter
- Teaching Excellence and Student Outcomes Framework (TEF) submission
- Research Excellence Framework (REF)

## Policies and Regulations

Policies and regulations scheduled for review during 2021/2022 include<sup>1</sup>:

- Academic Regulations 2022/2023 (and associated education/student policies)
- Mitigating Circumstances Policy
- KBS Supplementary Academic Regulations
- External institution regulations that King's validates

The Board will receive reports on the following business during the year, with a view to enabling the Board to reassure itself and the Council that the King's mission and strategies are being implemented:

- Ongoing Conditions for OfS
- National Student Survey Results
- Postgraduate Taught Experience Results
- Admissions
- Student number planning
- King's degree awards

The Board expects to receive a quinquennial report from: Nursing.

Updates from the Equality, Diversity & Inclusion Team to be received three times a year.

The Board will continue to receive its regular reports from the President & Principal, KCLSU, Council and the College Dean, and the regular reports from its committees.

<sup>1</sup> CEC and ASSC keep track of policies for review and will update the Academic Board throughout the year

# Academic Board Annual Agenda Plan

*Italicised items are those that are expected to return every year*

	Item	Action	Responsible (Subcommittee/report writer)	Next Steps
<b>3 Nov 2021</b>	Sustainable Research Excellence: Strategy update	Strategic Discussion	VP (Research) CRC	
	EDI (Disability inclusion, Race Equality Charter Mark & Menopause and Menstruation Policies and Guidance)	discuss	EDI	Three EDI discussions per year (1 of 3)
	Online Professional Education	discuss	CEC	Update as necessary
	<i>Office for Students Conditions of Registration</i>	<i>Approve for recommendation to Council</i>	<i>CEC</i>	Council approval
	<i>Mitigating Circumstances Policy</i>	<i>Approve</i>	<i>CEC</i>	Publish on web
	<i>Academic Regulations (amendments)</i>	<i>Approve</i>	<i>ASSC</i>	Publish on web
	KBS Supplementary Academic Regulations 2020-2021 and 2021- 2022	Approve	ASSC	Publish on web
	<i>Undergraduate Progression and Award Policy</i>	<i>Approve</i>	<i>ASSC</i>	Publish on web
	<i>External Examiners report</i>	<i>Approve</i>	<i>ASSC</i>	Update as necessary
	Terms of Reference (CEC and CRC)	Approve	ABOC	Council
<b>8 Dec 2021 (Strategic focus)</b>	Education: World-class education strategy refresh	Strategic Discussion	ED (SED)	
	School Merger – FoLSM	Note	ED FoLSM	-
	Transforming Partnership Project	Approve	CIC	Updates as necessary
	Security Sensitive Research Policy	Approve	CRC	Publish on web
	Researcher Concordat Action Plan	Approve	CRC	Final approval by Council Chair's action
	Portfolio Simplification Updates	Approve	CEC	
	Marking Framework	Note	CEC	
	<i>Assessment Board Annual Report</i>	<i>Note</i>	<i>CEC</i>	
	<i>Annual Report on Student Misconduct, Appeals &amp; Complaints</i>	<i>Note</i>	<i>CEC</i>	
	<i>King's Education Awards</i>	<i>Note</i>	<i>CEC</i>	



<b>9 March 2022</b>	Research Strategy Update	Discuss	VP (Research)	
	Proposal for a new type of King's Award – EMBA	Approve	CEC	
	ICCA Regulations 2021/2022	Approve	CEC	
<b>20 April 2022 (Strategic Focus)</b>	Education: (i) Decolonising the Curriculum (ii) Education Strategy Refresh Update	Strategic Discussion	CEC/VP Education	
	EDI update	Discuss	EDI	Three EDI discussions per year (2 of 3)
	<i>Student Admissions and procedures</i>	Approve	<i>CEC Chair's action</i>	publish
	<i>Applicant Misconduct Policy</i>	Approve	<i>CEC Chair's action</i>	publish
	<i>Request to include 10 credit modules in executive degrees</i>	Approve	<i>CEC</i>	KBS informed
	<i>Request to include 10 credit modules in executive degrees</i>	Approve	<i>CEC</i>	KBS informed
	<i>Code of Practice for Intellectual Property, Commercial Exploitation &amp; Financial Benefits</i>	Approve	<i>CRC</i>	Intranet
	<i>Research Facilities Fair Publication Policy</i>	Approve	<i>CRC</i>	Publish
<b>29 June 2022 On Campus</b>	Strategy Refresh and People & Culture Strategy	Strategic discussion	Principal SVP (SPP)	
	Cultural Competency – progress	Note	VP (Global) and ED (A&H)	
	REF update	Note	CRC	
	<i>Student Terms &amp; Conditions 23/24</i>	<i>Approve</i>	<i>Executive Director of Students &amp; Education</i>	Publish on web
	<i>Academic Regulations 2022/23 &amp; Policy Governance</i>	<i>Approve</i>	<i>ASSC</i>	publication
	<i>External institution regulations that King's validates</i>	<i>Approve</i>	<i>CEC</i>	-
	Flex, King's First Year: Credit Framework & Gateway to King's	Approve	CEC	-
	Programme Enhance Process 2022/23	Approve	CEC	
	<i>Misconduct Policy &amp; Procedures</i>	<i>Approve</i>	<i>CEC</i>	
	<i>Fitness to Study</i>	<i>Approve</i>	<i>CEC</i>	
	<i>Applicant Complaints Policy (Student admissions)</i>	<i>Approve</i>	<i>CEC</i>	
	Fee Status Policy	Approve	CEC	
	ABOC membership	Note	ABOC	
	College International Committee terms of reference	Approve	ABOC	

**Academic Board****Meeting date** 29 June 2022**Paper reference** AB-22-06-29-08.2a**Status** Final

## Report of the College Education Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board Action	Reserved item?
1. Flex, King's First Year and the Credit Framework <b>[Annex 1]</b>	25 May	Consent	Approve	No
2. King's First Year: Gateway to King's <b>[Annex 2]</b>	25 May	Consent	Approve	No
3. Programme Enhancement Process 2022/23 <b>[Annex 3]</b>	25 May	Consent	Approve	No
4. Policy and Working Group for Module & Teaching Evaluations – update <b>[Annex 4]</b>	25 May	Consent	Approve	No
5. The Inns of Court College of Advocacy (The ICCA) Academic Regulations for 2022/23 <b>[Annex 5]</b>	25 May	Consent	Approve	No
6. Academic Appeals Period 2 & 3 Examinations: Impact of War in Ukraine <b>[Annex 6]</b>	25 May	Consent	Approve	No
7. Misconduct Policy & Procedures <b>[Annex 7]</b>	25 May	Consent	Approve	No
8. Fitness to Study <b>[Annex 8]</b>	25 May	Consent	Approve	No
9. Applicant Complaints Policy (Student Admissions) <b>[Annex 9]</b>	25 May	Consent	Approve	No
10. Fee Status Policy (Student Admissions) <b>[Annex 10]</b>	25 May	Consent	Approve	No
11. TEF update	25 May	MAIN	Note	No
12. Student Deaths: Procedure, data and context	25 May	Consent	Note	No
13. Postgraduate External Examiners Overview Report 20/21 <b>[Annex 11]</b>	25 May	Consent	Approve	No
14. Programme Enhancement Plans 2020/21 – overview report	25 May	Consent	Note	No
15. PGT Assessment Boards Annual Report 2020/21	25 May	Consent	Note	No
16. Royal Academy of Dramatic Arts (RADA) Academic Regulations 2022/23 <b>[Annex 12]</b>	25 May	Consent	Approve	No

## Approval

### 1. Flex, King's First Year and the Credit Framework (Consent) **[Annex 1]**

Motion: That the proposals in the Flex, King's First Year and the Credit Framework paper, be approved.

The proposals as approved at the May CEC meeting:

- The Kings First Year would provide the first 15 credits of a flexed curriculum.
- Students would be able to flex an additional 15 to 90 credits in years 2 and 3 (of a 3-year course) in any framework and combination that is approved by their Faculty and programme.
- In order to access flexed modules in year 2 and 3, students must take a 15-credit keystone module in one of four major interdisciplinary pathways.
- In order to access flexed modules in year 3, students must take a 15-credit capstone module
- For a 3-year programme, if students achieved 90-105 credits of Flex (including Kings First year), they would be eligible for a minor on their degree classification.
- For a 4 or 5-year programme, students must achieve a minimum of 25% of flex credits (including Kings First year) to be eligible for a minor on their degree title.
- There are four current themes which may increase depending on the outcomes of development workshops that commence in July 2022 and conclude in July 2023.

Background: The paper updates on the evolving aims of the flexible curriculum, and the principles of the flexed curriculum, King's First Year and the Credit Framework of flexible degrees. It also outlines the King's First Year, and the first 15 credits of flex, year two and the keystone module, the capstone and year 3 modules, along with the next steps.

## **2. King's First Year: Gateway to King's (Consent) [Annex 2]**

Motion: That the proposals outlined in the King's First Year: Gateway to King's paper, be approved.

Participating programmes (and any others wishing to join) to consider making KFY:G2K a compulsory module for 2023-24 academic year. Programmes could either:

- Make KFY:G2K a compulsory part of the 120 credits at level 4, or
- Make KFY:G2K a compulsory additional 15 credits at level 4

Each option carries risk which would be raised and mitigated through C2029 Board, CEC and EAST. The paper was recommended at the May CEC meeting.

Background: The King's First Year Academic & Professional Service Leads are seeking approval of the proposals outlined in the King's First Year: Gateway to King's paper. King's First Year: Gateway to King's will launch in September 2022 with its first pilot. This pilot is aiming to recruit 750 students from a shortlist of participating programmes across five faculties. High level actions and timeline if approved:

- 2023/24 CMA sheets ready with this information by 31 July 2022
- PAFs to be updated (this will occur during 2022/23 academic year with final deadline for faculties to get PAFs back to ARQS end of June 2023.)
- Regulations will need to be changed and submitted to May 2023 meeting of ASSC/June 2023 meeting of Academic Board

## **3. Programme Enhancement Process 2022/23 (Consent) [Annex 3]**

Motion: That the revised template and proposed changes to the Programme Enhancement Process template form, be approved.

Background: At CEC (June 2021) a review was approved for the PEP, due to external regulatory consultations that were due to be held during 2021/22 that would impact the current process in place for annual monitoring. The paper outlines proposed changes to the template and some minor revisions to process, following these consultations. The paper was approved at the May CEC meeting.

## **4. Policy and Working Group for Module & Teaching Evaluations – update (Consent) [Annex 4]**

Motion: That the proposed changes to questions to Module & Teaching Evaluation forms, be approved.

Background: The paper was approved at the May CEC meeting based on a report received by a working group established by CEC to review the King's Module Evaluation questions.

## **5. The Inns of Court College of Advocacy (The ICCA) Academic Regulations for 2022/23 (Consent) [Annex 5]**

Motion: That the ICCA Academic Regulations for use in 2022/23 via the usual committee governance structure, be approved.

Background: The ICCA Bar Standards course is validated by King's and leads to the award of a Postgraduate Diploma from King's for their students. The proposed changes to The ICCA academic regulations for use in the 2022/23 academic year were submitted as part of their annual monitoring report to King's. It was noted and confirmed at the meeting that the changes proposed have EITHER already been approved in the course of the 2021/22 academic year OR are minor in nature.

## **6. Academic Appeals Period 2 & 3 Examinations: Impact of War in Ukraine (Consent) [Annex 6]**

Motion: That the proposal to allow students impacted by events in Ukraine to submit appeals without evidence, be approved.

Background: The paper was recommended at the May CEC and ASSC meetings.

#### **7. Misconduct Policy & Procedures (Consent) [Annex 7]**

Motion: That the minor changes made to the content to G27 Misconduct Regulations for the next academic year with plans to conduct a more thorough review of both academic misconduct and non-academic misconduct for 2023/24, be approved.

Background: The content of the current G27 Misconduct Regulations has been moved into a Misconduct Policy and Procedure for the next academic year as part of the work that is being undertaken in making the College regulations more accessible and easier to navigate.

#### **8. Fitness to Study (Consent) [Annex 8]**

Motions: (i) That the recommendations of the Fitness to Study Working Group to change name of the Fitness to Study policy to 'Support for Study', be approved.

(ii) That amendments to the appeals process to align it with other College appeals processes and to clarify the process more fully, be approved.

Background: There have been concerns raised that the name 'Fitness to Study' may be causing distress to students which may mean they feel less likely to engage with the process. The Fitness to Study Working Group wishes to recommend changes to the policy to help allay students' fear and help them engage more effectively with the process.

#### **9. Applicant Complaints Policy (Student Admissions) (Consent) [Annex 9]**

Motion: That the changes to the Applicant Complaints Policy (Student Admissions), be approved.

Background: A key change is that the KAO will now hold all aspects of the complaints process, removing responsibilities from the Student Conduct and Appeals Office. This policy will replace the current Admissions Appeals Policy and Admissions Complaints Policy. The revised Applicant Complaints Policy and associated procedure aim to improve the process for all stakeholders. It ensures that the KAO is CMA compliant. It will also ensure there is GDPR compliance and provides better clarity over what will and will not be investigated as an expression of dissatisfaction. There should also be faster outcomes for applicants to provide a better service and better monitoring for service improvement activities.

#### **10. Fee Status Policy (Student Admissions) (Consent) [Annex 10]**

Motion: That a revised Fee Status Policy applicable to Student Admission, due to changes to UK immigration law, UKCISA etc, be approved.

Background: The aim of this document is to provide clarity in all aspects of the university's fee status policies and related procedures. The revised policy explains to applicants how their fee status is determined, and clarifies how applicants may challenge a fee status assessment before enrolment if they think an incorrect assessment has been made. To consolidate the number of policies affecting students, the revised policy also subsumes the policy for enrolled students to challenge their fee status.

#### **13. Postgraduate External Examiners Overview Report 2020/21 (Consent) [Annex 11]**

Motion: That the Postgraduate External Examiners Overview Report 2020/21, be approved.

Background: The report notes the main issues highlighted by External Examiners in their annual reports with a focus on judgments made on academic standards within King's. The report also lists a number of recommendations to be taken forward. The paper has been recommended by ASSC and noted by CEC.

#### **16. Royal Academy of Dramatic Arts (RADA) Academic Regulations 2022/23 (Consent) [Annex 12]**

Motion: That the Royal Academy of Dramatic Arts (RADA) Academic Regulations for 2022/23, be approved.

Background: These are the proposed RADA regulations for 2022/23. These were approved by ASSC Chairs action and noted by CEC.

## **For note**

### **11. TEF update (MAIN AGENDA)**

The Committee noted the progress on TEF, initial data analysis and areas of risk. The verbal update noted that it was crucial that stakeholders understood the benefits of TEF, the risks to the College of not performing well, and the quality of data needed as part of a successful provider submission.

### **12. Student Deaths: procedure, data and context (Consent)**

The Committee noted details of some proposed updates to the Death of a Current Student procedure, as it had been in place for a full twelve-month period.

The Committee was asked to:

- Note and discuss the proposals for revising – and broadly communicating – the Death of a Current Student procedure.
- Consider the data regarding both student deaths, and the broader context of students in crisis.
- Note the Suicide Safer Universities recommendations, and the intention to regroup to consider progress to date.
- Discuss how best to influence the conversation around broader investment in external specialist mental health services, in light of this data.

### **14. Programme Enhancement Plans 2020/21 – overview report (Consent)**

The Committee noted that at the CEC meeting (June 2021), a revised Programme Enhancement plan was approved due to (a) the continued impact being felt regarding Covid and (b) a need to review the report template for 2022/23 due to the changes due to come in following a consultation to be held on TEF. All reports have now been submitted and provide a comprehensive summary on their learning and teaching activities, summary of award outcomes, and feedback received from students.

### **15. PGT Assessment Boards Annual Report 2020/21 (Consent)**

The Committee noted the Postgraduate Taught Assessment Boards Annual Report for 2020/21.

# Flex, King's First Year and the Credit Framework

## 1. Background

The Flexible Curriculum is a major part of Curriculum 2029, which is the primary delivery mechanism of the current King's Education Strategy and sets out the plans to introduce a transformative approach to our curriculum that enables student success by supporting their transition in, through and out of King's. Our undergraduates will have greater flexibility, to learn beyond one discipline, and to learn through employment, service, experience and global mobility. There are three key pillars to C2029:

- supporting students' transition into university study via the King's First Year<sup>1</sup>.
- equipping students with knowledge and practical experiences for their chosen careers through our Flexible Curriculum.
- enabling students to succeed as alumnae through King's Edge<sup>2</sup>.

In February 2019 King's Academic Board agreed a set of Principles and Programme Architecture to put the goal of flexible curriculum into practice. Academic Board agreed that:

- single honours programmes with no PSRB requirements will offer students the opportunity to take up to 105 credits in modules outside their home programme or department.
- 'with' degrees in which students take a minimum 25% of their credits in another department (Major/minor programmes) will not be offered at the point of admission
- existing interdisciplinary and joint honours will not have a specified number of modules open for 'flex', as flexibility is already built into the curriculum.

## 2. The evolving aims of the flexible curriculum

The aim of the flexible curriculum (Flex) has evolved from simply giving students a wider choice of modules to developing a curriculum that encourages a flexible mindset in graduates, which in turn promotes interdisciplinarity, collaboration, the ability to deal with uncertainty and innovation.

Over the last 9 months, we have engaged in a wide consultation with stakeholders and academic development had been backed up by research into the UK and US sectors. A robust consensus model has emerged whose principles have been well received by both potential applicants, current students and Faculties.

Academic consultation has strongly favoured a model for Flex that is based around themes that represent the points of intersection between the research and education interests of Faculties across

<sup>1</sup> A 15-credit compulsory service module to support students transition into university study and to gain the skills to support them during their degree and chosen careers.

<sup>2</sup> A programme of future-focused initiatives and events, providing students with the opportunity to develop specialist and transferrable skills like critical thinking, problem solving and digital skills.

King's. A theme is not a "mini degree" but a contextual bridge that links the major discipline to real world issues and delivers graduate attributes that are realised in interdisciplinary learning and teaching.

Each theme will constitute a carefully curated pathway: The student journey will be supported by robust and consistent advising. This model will also focus investment on a small number of high quality and state-of the art high-capacity modules. The introduction of Flex will be phased and rigorously sense tested at each stage of development.

It is important that King's avoids the pitfalls of a free-for-all approach where students have choice but are set up to either be disappointed by the lack of availability of desired choices, or poorly equipped to cope with interdisciplinary learning and at risk of failure.

### **3. Work leading to the proposal since May 2021**

Faculties have been integral to the development of the curriculum through the appointment of Flex leads, the development within faculty and gathering of proposals, and an intensive 1-day workshop (Flex hackathon) that brought together academics and students to brainstorm. The concept of themed pathways emerged by discussion and importantly, the concept of single discipline minor degrees has been widely rejected. These ideas have been tested against sixth formers and undergraduates in focus groups and supported by Higher Education Sector research project, which has looked at institutions in the UK and USA and reviewed the literature around interdisciplinary and flexed curricula.

### **4. The principles of the Flexed curriculum**

The following principles have emerged from consultation and **require approval**

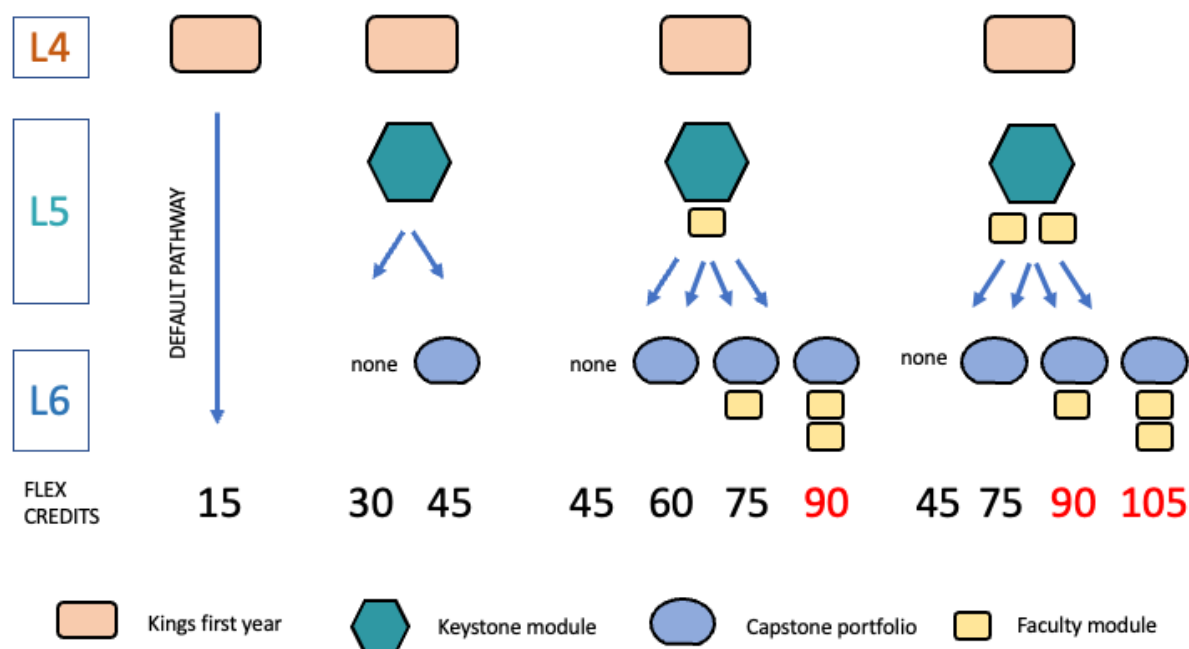
- a) The Kings First Year will provide the first 15 credits of a flexed curriculum
- b) Students can flex an additional 15 to 90 credits in years 2 and 3 (of a 3-year course) in any framework and combination that is approved by with their faculty and programme
- c) In order to access flexed modules in year 2 and 3, students must take a 15-credit keystone module in one of four<sup>3</sup> major interdisciplinary pathways.
- d) In order to access flexed modules in year 3, students must take a 15-credit capstone module
- e) For a 3-year programme, if students achieve 90-105 credits of Flex (including Kings First year), they are then eligible for a minor on their degree classification.
- f) For a 4- or 5-year programme, students must achieve a minimum of 25% of flex credits (including Kings First year) to be eligible for a minor on their degree title

### **5. Overall credit framework of a flexible degree**

The structure of the programme is to encourage a varying degree of engagement with Flex to a maximum of 105 credits outside the home (major) programme.

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<sup>3</sup> Four is the current number and may increase depending on the outcomes of development workshops that commence in July 2022 and conclude in July 2023.



## 6. King's first year as the first 15 credits of Flex

King's first year objectives are closely aligned to the aims of a Flex. Faculties have given general support to the compulsory Gateway to King's module constituting the first 15-credits of Flex. This will allow us to embed support for Flex module selection within the first year, introduce students to a style of learning that they will encounter in the second year of Flex and introduce the major themes (through their project work) around which Flex designed.

## 7. The second year and the keystone model

Students to opt to take a 15-credit keystone module in their second year to be selected as part of the normal course advising model.

At this point students are not selecting a "minor". However, they are committing to one of the four to five major themes, each of which will have its own keystone module. Keystone modules will provide students with different academic perspectives on a given theme through state-of-the-art, online content and in person workshops.

Students who want to explore interdisciplinarity in more depth can select "Flex modules" from their own or different faculties. Students can select up to two modules in addition to the keystone module depending on the programme requirements of the major discipline.

Students cannot select a flexed module unless they have taken a keystone in year 2.

## 8. The capstone and year 3 modules



Students who want to continue interdisciplinary, flexed learning in year 3 must take a 15-credit capstone module that will contextualise their major discipline within the theme of their second-year capstone. Third year modules (a maximum of two) can be selected from Faculties in addition to the capstone will complement the capstone in a coherent study programme.

If by the end of year 3, students have accumulated between 90 and 105 credits of flexed modules then they can elect to have a minor “with” with degree if they wish.

## 9. Next steps

- a) Assessment model: We will establish an academic advisory group to explore how a consistent and authentic assessment strategy can be used to ensure that a flexed approach to module engagement is reflected in learning outcomes.
  - b) Academic model: Investigating the mode of delivery and forms of assessment. The distinctiveness of the curriculum will not lie in its content but in a robust and consistent approach to an interdisciplinary pedagogy that we will forge at King’s.
  - c) Systems and processes: structures underlying flex (module selection, “ghost” interdisciplinary faculty, quality assurance) to be developed in tandem with assessment and delivery strategies.
  - d) Recognition: Exploration of whether it is desirable to recognise engagement in the range of 60-75 credits (less than required for a minor) at graduation.
  - e) Design features and badging of faculty flex modules: we will take a careful approach to the curation of a coherent portfolio of flex modules. We will take into account that more academically accessible modules will be more popular to Flex students and will recommend modification or commission new modules where appropriate. More specialised modules can specify pre-requisites and will be taken by students from the home faculty
  - f) Development workshops: We are piloting a curriculum development model where workshops that bring together A-level students, undergraduates, academics and employers are used to define the parameters of an interdisciplinary theme, test its appeal to applicants and contribution to graduate outcomes.
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# King's First Year: Gateway to King's

## Module and Curriculum outline

### Introduction to the module

When you enrol as a student at King's College London you become part of our community, which is made up of more than 33,000 students, 8,500 staff, and 185,000 alumni, from over 190 countries. King's is also part of a wider community within the heart of London, a vibrant capital city. The London boroughs of Lambeth, Westminster, and Southwark where King's has its campuses are home to more than a million people from diverse backgrounds. King's is committed to service to society through research, innovation and change that will benefit both our local community and our global connections. We work with organisations and community leaders to develop collaborative approaches to shared challenges that we identify together.

In our new first year module, *King's First Year: Gateway to King's*, we help you to find your place in our community. We introduce you to the advantages and challenges of working with people from different backgrounds and disciplines and give you the opportunity to form a close and supportive network with students from different programmes. We will teach you the value of reflective thinking and new approaches to creativity and problem solving. You will learn how groups and communities can become empowered to act together and achieve positive change, and you will have the chance to put the knowledge and skills you have developed to active use in a research project.

The skills and experience you will acquire through taking this module can help you towards success in your studies and are highly valued by employers. While the module is introductory, it will open your eyes to the many opportunities you will have as a King's student to gain further skills and experience through curricular and co-curricular activities such as those offered through the *King's Edge* programme.

### Module structure

The module content is structured as three sections, each with a different but related theme. In section one, running through weeks 1 – 5, you will be learning about *cultural competency*. We will explore the value of listening and communicating across cultures, communities, identities, and disciplines. You will learn to reflect on your own identity and your place in the world and to think about the way you interact, speak and work with other people. Given the diversity of our community, in interacting with others you may well encounter views and opinions that surprise and challenge you, so in this section of the module we will also explain our university's commitment to *freedom of expression*, which promotes thoughtful and respectful discussion and dialogue about the complex issues that face our society.

After a break for reading week, we begin section two, which runs through weeks 7 – 12 and focuses on *disruption and creative changemaking*. The concepts and skills we introduce in this section are often associated with business and entrepreneurship but can also be used to identify problems and devise and implement ethical, sustainable, and effective solutions in many contexts, including research and social projects. In Semester 2, after the winter break, we begin section three, which focusses on *community organising* and runs through weeks 13-17. While section one helps you to develop the skills and awareness to work together in diverse teams and section two encourages you to think creatively about how to solve some of the world's most pressing issues, section three will enable you to bring together these skills and apply them towards collective changemaking. You will be introduced to specific concepts and tools that are used in community organising and asked to consider how they can be applied in real-life contexts.

At an early stage in the module, we also introduce you to the *projects* you will be working on in the final phase. These are presented to you as problem statements that reflect real issues facing our community, for example 'Currently there is a massive drop-off in girls exercising around puberty. How might we support girls and young women to carry on exercising?' or 'How might we make active / public transport the default way of moving across cities to reduce air pollution?'. You will have a list of problem statements to choose from that will allow you to work on an issue that appeals to your interests and values, and you will be linked with other students to form a small, interdisciplinary team who will develop their project together. As the time is too short to fully carry out a project, your team will work on developing a presentation that explains the background to the problem and proposes a practical way of addressing it. Classes during weeks 7 to 17 will help you to draw links between the concepts and skills you are learning, and the research and planning required for your project proposals. The last few weeks of the module are fully devoted to project work. At the end of the module each team will present their project. The module will end with a showcase event exhibiting our students' best work.

Throughout the module, online learning and face-to-face classes are supplemented by *thought-leadership lectures*. These are delivered by King's staff and leaders from our partners in our local community. They will introduce you to our university's history, values and vision and will spotlight our research, innovation, engagement, and partnerships, all of which we use to shape and transform our world in the service of society.

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## Thought-leadership lectures

Eminent King's colleagues who are active in the curriculum spaces are being approached to present or co-present *live* lectures which demonstrate what students are learning in practice and showcase the impact King's is having in society. So far, the following colleagues have agreed to present or have been approached to consider presenting:

### Cultural Competency

- Professor 'Funmi Olonisakin, Vice President (Global Engagement) and Professor of Security, Leadership and Development
- Revd Dr Ellen Clark-King, The Dean of King's
- Professor Clare Carlisle, Professor of Philosophy, AKC Director
- Professor Bobby Duffy, Professor of Public Policy and Director of the Policy Institute

### Disruption and Creative Changemaking

- Professor Ute Stephan, Professor of Entrepreneurship
- Kat Thorne, Director of Sustainability (approached but not confirmed)

### Community Organising

- Professor Bronwyn Parry, Professor of Global Health & Social Medicine and Director of the King's Sanctuary Programme (approached but not confirmed)
- *Additional lecture still to be filled*

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## Content outline

### Cultural competency

Cultural competency is about seeing the world through the lens of other people, in all their diversity. Actively developing culturally competent mindsets and attitudes is core to your education and the experiences you will have at King's. Cultural competency will help you to form successful relationships with your tutors and fellow students and it is one of the attributes that will ultimately distinguish you as a King's graduate.

The Cultural Competency Institute at King's has worked with staff and students from across the university to create this first section of the module. Over five weeks you will be introduced to the core concepts of cultural competency and guided to reflect on how they relate to your own experiences and identities. The five main topics are:

- Scrutinising the self
- Communicating across difference
- Communicating across disciplines
- Cultural competency and serving society
- Cultural competency in practice

In this first section, we will also use workshop sessions to develop your understanding of the concept of Freedom of Expression, and how we can use it as a framework to support productive and respectful dialogue between people who have different backgrounds, values, and ideas.

### Disruption and creative changemaking

Our students tell us that want to make a better world, but they are often unsure how to go about it. In this section of the module, developed with the King's Entrepreneurship Institute, we teach you to "disrupt", that is to be willing to question the way things are done and be bold in proposing revolutionary, better ways of thinking and doing to solve the world's most pressing problems. Disruption is about progress and being a disruptor is about being a champion for progress whether that be in a team, in an organisation or an entire industry.

Over these six weeks you will be diving into the entrepreneurial world of disruptive thinking and change making to unleash your inner disruptor. You are going to be learning about:

- tools, techniques, and methodologies that have their origins in the world of entrepreneurship.
- how to have good ideas (yes, it's a skill that can be taught).
- how diversity of thought breeds innovation: we'll be picking up some of the themes you covered in cultural competency about understanding other people's point of view.

- sustainable disruption and what it means to use your new powers of disruption for social good and to innovate around problems that really matter to you.
- ways that you can start putting your ideas into action that will help you on the way to your group projects
- Lastly, we're going to look at what it means for you as an individual to be a disruptor in society, someone who can identify a problem and takes real action to be able to solve it.

### Community organising

This section of the module was developed with King's community partner organisation Citizens UK, an alliance of diverse local communities that work together for the common good. Citizens UK's mission is to develop local leaders, strengthen local organisations and make change, and they have a 30-year history of success, from achieving neighbourhood improvements such as pedestrian crossings outside schools, to the national introduction of the Living Wage - £1.3 billion of wages won for low-paid workers. Over these five weeks you will be introduced to the Citizens UK concept of community organising as well as the main principles behind it, such as power, listening, and taking action. You will be guided through tools for building relationships, forming a team, and the 'cycle of organising'; the steps that lead to change. The tools, approaches, and skills you will learn through the community organising section will take you further on your journey towards becoming an empowered and effective changemaker.

Each week you will be introduced to a particular concept or tool of community organising. Through the activities, you will be asked to reflect on and consider how these principles may be applied in real-life contexts. You will also hear examples from community leaders leading change in their communities through videos and audios. The weekly topics are:

- What is community organising?
- Building power for change
- Storytelling and relational 121s
- Listening
- The cycle of organising and action

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### Projects

The collaborative group project will be your focus during the final weeks of the module. We will release broad 'problem statements' during the first few weeks of the module, so that you have time to decide which problems align to your interests and values. You will then be assigned to work with a group of around five fellow students who are interested in the same problem. You will be encouraged to use the concepts and skills that you learn during the *cultural competency* and *disruption and creative changemaking* sections of the module to build your group into a collaborative and effective team who can tackle the project together.

Your group assignment will be to design and plan an intervention that can address a specific aspect of the problem. For example, if your problem statement is 'How might we make active / public transport the default way of moving across cities to reduce air pollution?', you might want to design an intervention that could reduce the number of children who are driven by their parents to a neighbourhood school. To identify which aspect of the problem you want to address and how you can address it effectively you will need to gather information, using both background 'desk-based' research and a 'listening campaign'. The listening campaign ensures that your project is grounded in the needs of the community. In this phase of the project, you will make use of concepts and skills taught in the *community organising* section of the module.

At the end of the module your team will make a short presentation that will explain the background, design and planning of your project to an audience made up of your fellow students and instructors- cue applause and celebration! The best projects will be showcased at our end of year module celebration.

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### Weekly outline

#### Cultural competency

**Week 1: Scrutinising the self** This week you will be introduced to some foundational concepts of and approaches to cultural competency. We explore how concepts such as, 'culture' and 'positionality' help us to develop an awareness of our identities and place in the world. Scrutinising who we are and where we are from helps us to understand what shapes the different ways we view and understand the world around us. We also explore how developing empathy and listening can help promote positive communication.

**Week 2: Communicating across difference** This week, we explore some further approaches and strategies for effective intercultural communication and interaction. How might we develop more mindful approaches to our conversations and interactions with one another? And how might this relate to concepts of language, and the potential connection between languages and identities?

**Week 3: Communicating across disciplines** This week we look at what cultural competency means for your studies, specifically how cultural competency might help you to think about and develop your disciplinary and professional identities at King's. We also explore the importance of 'critical consciousness', an educational philosophy that aims to increase understanding of the real world, for effective cross-disciplinary communication and learning.

**Week 4: Cultural competency and serving society** This week we explore how cultural competency can help us make a positive, mindful impact on the world beyond King's. Central to this is the guiding question: How do the approaches that we have explored - those key concepts of positionality, communication, and interdisciplinarity - help us better serve society as the King's community?

**Week 5: Cultural competency in practice** This week brings together and builds on what we have learned from the previous weeks, looking at how you can practice cultural competency to enhance your own studies. In particular, we will look at how cultural competency can help you to carry out useful and effective projects. This is something to start thinking about as you prepare to undertake your own collaborative peer-group projects, which will require you to design and implement a small piece of research on an issue of interest, involving members of King's culturally diverse community and beyond.

**Week 6: Reading week**

[Disruption and creative changemaking](#)

**Week 7: What is disruptive thinking?** This week we learn about different types of innovation. Some are disruptive and some are not. All are valuable and we need all sorts of innovation to keep progressing in every aspect of life. We will dive a little deeper into disruptive innovation because this is the style of innovation that focuses most on creating value for currently underserved communities and learning more about it will be helpful for your group project.

**Week 8: Disruption and diversity** This week we will be looking at how diversity impacts innovation. We will explore different types of diversity and the impact they can have when working in teams. We will introduce the concept of dominance dynamics and how they can play out and interfere with innovation. We will consider how we can be more aware of our own strengths and weaknesses and what role we tend to steer towards when working in a team. This awareness will help you to go into your group projects with more appreciation for the strengths and potential blind spots of different team members and how you can make each other stronger and therefore build a more innovative and disruptive team.

**Week 9: Sustainable and ethical disruption** There are choices to be made about what problems become the focus of our disruptive thinking and changemaking. People increasingly expect businesses to consider their impact on society and the environment just as much as their economic performance. This week is about introducing you to tools that will help you to understand what the world's most pressing problems are, and frameworks that enable you to assess the motivations and practices of businesses against these. This knowledge and these skills will help you to make more informed choices about how you disrupt and promote change in your everyday life, as well as how you can leverage opportunities to disrupt to maximise positive social and environmental impact.

**Week 10: Validating your ideas** This week is all about how we ensure our disruptive thinking skills are used to create solutions that really work for the people that need to use them. We call this validation – the process we go through to prove that our idea is "good". We will use the first principle of Design Thinking – empathy- to ensure we are innovating with real people in mind. We will also learn principles that enable us to explore our problem in an unbiased way, to know that we are creating something that will work, and that people will want and use.

**Week 11: Putting ideas into action** This week we will be covering what it means to 'think lean' and how it can be applied to developing a product or service, or to our everyday lives. We'll show why feedback is an important part of the process and will dive into what a 'minimum viable product' is. Lastly, we will address the perfectionist mindset and learn how we can apply lean thinking to move us closer to our goals. This knowledge will increase your awareness of how you utilise your time and resources to reach your goals and will reframe your mindset to be more excited about the learning process than the outcome. Ultimately, what you learn here can address some common challenges that students face and set you up for success in your studies, your extracurricular activities, and your future career.

**Week 12: Becoming a disruptor** This week is an opportunity for us to think about ourselves as disruptive thinkers. We will consider the kind of attitude we need to have about our own capacity for learning and developing that will also give us confidence that growth and change are possible around us. We will look at the

ways in which our beliefs about talent and hard work can affect not only us as individuals but also whole industries. We will learn how to reframe a 'fixed' mindset into a 'growth' mindset.

### Community organising

**Week 13: What is organising?** This week will introduce you to community organising as an approach to change. We will explore how it is different from other approaches to change, such as charity, advocacy, and mobilising, and encourage you to reflect on examples of changemaking that you are familiar with. We will also explore self-interest, a key concept behind community organising, and we will guide you towards identifying your own self-interest and that of others.

**Week 14: Power** This week will introduce you to one of the core principles of community organising – power. You will be encouraged to think about what power means and how you have experienced it. We will present different types of power, using examples from real-life campaigns. Finally, we show you the importance of power for making change and some of the tools used to build it.

**Week 15: Storytelling & relational one-to-ones** This week will introduce you to two key tools used in organising – storytelling and relational conversations, or one-to-ones (121s). You will be encouraged to consider why stories are important and to build your own 'story for self' and 'story for public action'. Through the examples and activities, you will go through the steps of building your own story and will learn how to use it to build power and create change. You will also be introduced to, and get a chance to practice, using relational one-to-one as a tool for building relationships and power.

**Week 16: Listening** This week will introduce you to another key principle of community organising – people before programme. We will go through the importance of listening and putting people before programme when organising for change, and will teach you how to use relational one-to-ones (121s) and house meetings as tools for listening. You will be encouraged to reflect on how the tools and principles you learn can be applied to your own listening campaign in your group projects.

**Week 17: Cycle of organising and action** This week will introduce you to the key steps and practices of organising through the cycle of organising. Applying the principles of community organising learnt in the past four weeks, the cycle of organising will present the steps and habits that make a campaign or team successful. We will delve deeper into one particular step – taking action and how it can help to build power for the team.

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### Assessment

The King's First Year: Gateway to King's module will have two summative assessment components:

1. Individual Reflective Portfolio (50%)
2. Group Project (50%)

The *Individual Reflective Portfolio* will be made up of periodic diary entry submissions which take place at the end of each section. For each submission you will be asked to answer one or a set of questions that prompt you to think about your experience on the module, what you have learned, and how you can use the new knowledge and skills gained throughout your studies and your daily life. You will also submit a concluding reflection which asks them to consider the overall module experience. It is expected that students will answer one or a set of questions at each submission point, and each submission will be approximately 400 words, totaling 1600 words in total.

### Group Project

The module will use the [UN's Sustainable Development Goals](#) to frame a group project based around social, cultural, environmental issues. You will be encouraged to explore communities and learn from real life situations about these issues and consider what could improve them. You will be encouraged to use the knowledge, frameworks, and skills you have developed during the module to design an intervention that could help to address a specific aspect of the problem.

We will release the problem statements to you in week 7 and complete group formation by week 9, allowing you time to consider how you might tackle your problem statement in semester 2. You will receive teaching on community organising in the first half of semester 2, before concentrating on your projects for the remaining half of the semester. You will have scheduled workshops during the second half of the semester to receive peer and tutor feedback on your progress, before presenting your project in the final week of the semester.

### Formative assessment

Formative activities will take place throughout the weekly content and during the in-person workshops. These will consist of a variety of techniques and methods including but not limited to quizzes, a formative reflection exercise to introduce the practice, peer-peer discussions, and student-staff discussion.



# Programme Enhancement Process 2022/23

## Background

At its meeting on 2<sup>nd</sup> June 2021 the College Education Committee approved for a review to be undertaken on the Programme Enhancement process due to external regulatory consultations that were due to be held during 2021/22 that would impact the current process we have for annual monitoring (CEC: 20/21: 81).

The following consultations were held by the Office for Students (OfS) during 2021/22, that have an impact on how the existing Programme Enhancement Process was managed:

- Teaching Excellence Framework (TEF)<sup>1</sup>
- Conditions of Registration: Quality and Standards<sup>2</sup>
- Conditions of Registration: B3 – student outcomes<sup>3</sup>

## Proposed revisions

When the existing process was established, it was based on the understanding that the TEF would become subject-level, and was measured against three indicators: teaching quality, learning environment, and student outcomes. Each indicator was measured against benchmarks that was recorded against a positive or negative flag(s).

The new TEF that is being proposed to be introduced in summer 2022, will be provider-based only. The OfS will produce numerical indicators based on NSS responses and student outcome indicators (continuation, completion and progression), but the utilization of positive and negative flags has been removed.

As part of the consultation, the OfS provided some examples of the type of things they will be asking review panels to consider when reviewing provider submission. The revised template form has therefore been designed with prompt questions for departments to consider and respond to that are based on the type of areas the TEF panel will be looking for, which also takes into consideration factors that the revised Quality and Standards Conditions of Registration have noted too.

The existing PEP dashboard, that has not been updated for 2-years now, will be discontinued, as the practice of reviewing and responding to negative flags is no longer relevant. Section B of the existing template (that related only to the data) is being proposed to be removed, and instead, programme teams will be guided to relevant PowerBi data apps, where they will use the data to guide their reflections and consider actions to be undertaken to enhance their programme(s).

With these changes it is proposed that the term “Programme Enhancement Process (Plans)” is revised to “Continuous Enhancement Review for Programmes”. The proposed template form can be found in appendix 1.

## Aspects remaining

The following aspects of the existing process are however being suggested to be kept:

- The document is a live document and should be updated throughout the year with Faculty Education Committees periodically reviewing the documents.
- The template form is completed at Department or Faculty (if classed as single faculty) level and will include all taught programmes.
- There will be a separate UG and PGT report with differing submission dates, acknowledging that PGT programmes data is often received later in the academic year due to the timings of when Assessment Sub-Boards are held.

<sup>1</sup> <https://www.officeforstudents.org.uk/publications/student-outcomes-and-teaching-excellence-consultations/the-tef/>

<sup>2</sup> <https://www.officeforstudents.org.uk/publications/consultation-on-quality-and-standards-conditions/>

<sup>3</sup> <https://www.officeforstudents.org.uk/publications/student-outcomes-and-teaching-excellence-consultations/student-outcomes/>

- The author of the report is encouraged to liaise with the faculty representatives from King's Academy and Careers and Employability in reflecting and writing the report.
- The template form asks to note the impact that has been seen (once known) by the action undertaken. This will aid future submission of Provider-level TEF where we can review these reports and pull out any examples to support our submission.
- The reports should be reviewed by Faculty Education Committees before submitting to Academic Regulations, Quality and Standards team.
- A Faculty Education Committee can request a meeting be held with senior colleagues to discuss concerns raised in the report (the personnel will be determined by the concerns raised in the report).
- A scrutiny panel made up of faculty representatives and representatives from key areas such as Academic Regulations, Quality and Standards, King's Academy, and Careers and Employability, will be held to review submitted reports, with Academic Regulations, Quality and Standards team writing an overview report to College Education Committee of key findings.

Academic Board are asked to approve the revised template form, and the proposed revisions to the existing process, outlined above.



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## Annex I: PEP Template Form



### Continuous Enhancement Review for Programmes

The Continuous Enhancement Review report should be completed by the Head of Department (or academic nominee as decided by the relevant Faculty Education Committee) working in conjunction with students and other colleagues.

“And” programmes i.e. those programmes that are cross-faculty, should be written by the Lead Faculty but have contribution from the other faculty involved in the programme.

Faculty Education Committees should review each report before forwarding onto the Academic Regulations, Quality and Standards team.

Timescales: UG: 16<sup>th</sup> December 2022

PGT: 17<sup>th</sup> March 2023

The report is an enhancement plan for the programmes in the department over the next 12 months. The principal driver for the plan is the continuous improvement of King's programmes, but the report is also being utilised to assist with commentary and evidence that can be used for future iterations of the Teaching Excellence Framework (TEF). This enhancement plan is a “live” document and can be updated throughout the year that the faculty considers appropriate, developed with students and in response to student feedback including SSLC's, staff and external feedback, external examiner feedback. You should also involve your Inclusive Education Student Partners during your reflections. The report must be approved by the relevant Faculty Education Committee (FEC) and considered periodically during the academic year by the FEC or at another forum which has student representation.

Your reflections should be based on the following mechanisms:

- Student feedback (NSS/PGT/module evaluations/SSLC's etc – see next bullet point for further detail)
- The following data reports (broken down to specific characteristics):
  1. [NSS/PTES](#) questions e.g.
    - Teaching on my course
    - Assessment and Feedback
    - Academic Support

- Organisation and management
- Learning resources
- Student voice
- 2. Non-continuation rates<sup>4</sup>
- 3. Progression rates<sup>5</sup>
- 4. Completion rates: [UG](#) and [PGT](#)
- 5. [Graduate Outcomes Survey](#)
- 6. [Careers Registration lead indicator](#) measuring student career readiness (to complement Lag indicator of GOS)<sup>6</sup>
- 7. [Attainment gap](#) (UG programmes only)
- Action plans relating to Access and Participation Plans and the Faculty's Attainment Action Plan
- [External examiner reports](#)
- PSRB reports
- Outcomes and evidence from educational projects being undertaken at King's e.g. Race Equity and Inclusive Education Fund or [College Teaching Fund](#)
- Engagement with the outcomes/reports/toolkits of national/international research and projects of enhancing education

Departmental information	
Department (or School as appropriate):	
Faculty:	
Author of report (including job title):	
Period covering e.g. 2021/22 academic year	
Date report produced:	
Date report reviewed by Faculty Education Committee:	

<sup>4</sup> A new PowerBi app is being developed by the Strategy, Planning and Analytics team to be launched July 2022. Once the link has been made available the template form will be updated. In addition to this new app, the Balanced Scorecard app should also be considered

<sup>5</sup> A new PowerBi app is being developed by the Strategy, Planning and Analytics team to be launched July 2022.

<sup>6</sup> Dashboard is currently be produced. In meantime contact Careers and Employability

<input type="checkbox"/> This report has been discussed with student representatives and updated, where required, to reflect this dialogue <sup>7</sup>
<input type="checkbox"/> Does the Faculty Education Committee request a meeting with senior representatives from the College to discuss the report? (If yes, please provide details and who should be included in the meeting)

Programmes within the scope of this report
Programme name (qualification, duration, study mode FT/PT)

Collaborative Programmes within the scope of this report (e.g. where collaborative activity with a Partner forms part of the programme Only collaborative programmes where the College is the lead administrative party and responsible for the quality and standards)	
Programme	Partner
Curriculum enhancement	
<p>This part of the report covers reflections on programme's curriculum, identifying any potential areas for enhancement, and noting plans for changes, identifying any impacts the plans may have. You should consider the relevant data points (NSS/PTES/module evaluations/non-continuation rates/progression and completion rates/External Examiner reports/PSRB reports/<a href="#">Collaborative Partner reports</a>) to aid your reflections. Potential questions to consider are:</p> <ul style="list-style-type: none"> <li>• Reflecting back on previous year's issues and how they have been dealt with, what have been the main issues and how have these been addressed? (the commentary here should include how you managed the changes necessitated throughout the year, what worked well, what worked less well).</li> <li>• Reflecting on your current curriculum, what enhancements will you be considering over the next year (include here considerations on how you may be incorporating aspects from the Education Strategy e.g. inclusivity, service learning, London etc).</li> <li>• How are your programmes continuing to comply with the principles agreed by the Curriculum Commission (see paragraph 1.6 of <a href="#">QA Handbook</a> for the principles)?</li> <li>• What did you find most noteworthy about the curriculum from student feedback?</li> </ul>	
Reflection's summary	

<sup>7</sup> This may be via SSLC's

Action plan				
Programme enhancement to be undertaken	Expected timescale for completion	Expected impact (what do you expect to see because of the enhancement)	Actual impact (to be updated when seen as this document is a “live” document)	Actual timescale for completion
e.g. Embed service-led learning via introducing an optional module that has an element of service e.g. community work, to the learning outcomes.	September 2024	Students will have experienced some voluntary work during their studies, therefore broadening their skills beyond that of academia.	Students are able to provide evidence of an employability skill developed through this experience via their personal development plan (or equivalent).	January 2025

#### Student experience (TEF category)

This part of the report covers reflections on the student experience (focus on the extent to which teaching, assessment, and the educational environment deliver an excellent education experience for each student)– an element of the new TEF being introduced in 2022. You should consider the relevant data points (NSS/PTES e.g. questions on teaching on my course, assessment and feedback, academic support, organisation and management, learning resources, and student voice/module evaluations/non-continuation rates/progression and completion rates and attainment gaps) to aid your reflections. For those programmes with collaborative provision, reflection on the student experience at King’s and with the partner should be included. Your reflections should indicate whether the intended action will impact all students on the programme or specific groups. Potential questions to consider are:

- What did you find most noteworthy about the student experience from student feedback?
- How do your programmes embed “outstanding teaching, feedback and assessment practices that are highly effective and tailored to supporting students’ learning, progression and attainment”<sup>8</sup>?
- How do your programmes “content and delivery inspire students to actively engage in and commit to their learning, and stretch students to develop knowledge and skills to their fullest potential”<sup>9</sup>?

<sup>8</sup> [TEF consultation January 2022](#)

<sup>9</sup> [TEF consultation January 2022](#)

- To what extent do your programmes use “research in relevant disciplines, professional practice and/or employer engagement to contribute to an outstanding academic experience for its students”<sup>10</sup>?
- How do your students have a supportive learning environment, with access to a wide and readily available range of outstanding quality academic support tailored to student’s needs?
- How are students physical and virtual learning resources tailored and used effectively to support outstanding teaching and learning?

#### *Reflection's summary*

#### Action plan

Programme enhancement to be undertaken	Expected timescale for completion	Expected impact <sup>11</sup>	Actual impact <sup>12</sup>	Actual timescale for completion
e.g. Embedding Assessment for Learning principles within Module X: With student reps we are co-creating a follow-up formative assessment framework for other modules across levels. The intervention has been presented to students at Level 5. The change has been well received so far although Level 6 students have required more exam practice in preparation for their final exam.	September 2023	Enduring learning and a decline in cramming. Exam anxiety reduction.	1. In mid-term evaluations students appreciated the feedback and opportunity to practice exams, and reported greater insight into how to progress, and accordingly greater confidence and motivation. 2. This is corroborated by the teaching team. We gained early intelligence of students' progress, allowing us to calibrate lectures and seminars in response. 4. Personal Tutors reported improved focus in meetings. 5. Preliminary analysis of exam results indicates an average improvement of 2.7% compared to last year, with an encouraging effect size of 0.7.	September 2023

<sup>10</sup> [TEF consultation January 2022](#)

<sup>11</sup> Where possible identify any short, medium or long-term impacts

<sup>12</sup> Where found note any unintended impacts

### Student outcome (TEF category)

This part of the report covers reflections on the student outcome (focus on what extent our students succeed in and beyond their studies, and the educational gains delivered for students)– an element of the new TEF being introduced in 2022. You should consider the relevant data points (continuation, progression completion rates, and graduate outcomes) and External Examiner reports to aid your reflections. Potential questions to consider are:

- How do your programmes “deploy and tailor approaches that are highly effective in ensuring its students succeed in and progress beyond their studies”<sup>13</sup>?
- What are your rates of continuation and completion (over the last five years)? Are there any trends in the data? If so, and they are of a concern, what action will you be taking to rectify these trends?
- What are your current progression rates for the programmes (over the last five years)? Are there any trends in the data? If so, and they are of a concern, what action will you be taking to rectify these trends?
- Do you “clearly articulate the range educational gains you intend our students to achieve, and why these are highly relevant to students and their future ambitions”<sup>14</sup>?
- What evidence do you have for your approaches in supporting your students to achieve these educational gains, and are they tailored to your students and their different starting points<sup>15</sup>?
- Based on your Careers Registration data, which provides a snapshot of current students’ career readiness, how are you developing an Employability Ecosystem <sup>16</sup> to support all students to develop towards their future beyond King's
- Based on Graduate Outcomes Survey, what key findings have you noted? What actions will you be taking (if any)? *(You might want to consider the activities of your graduate, and those in employment the numbers in graduate employment, the sectors your graduates are being employed in, and the reflections of your graduates; how many are finding their current activity meaningful and are they using the skills they learnt on their programme in their activity. Also do the activities/responses significantly vary between different under-represented groups? Where the data for your programme has been suppressed due to small numbers of responses, please look more generally at the Department data).*

*Reflection's summary (please comment on any differences you may have seen regarding distribution of awards, students' progression, non-continuation rates etc. Where there is data, please include in the commentary any differences in outcomes between certain groups of underrepresented students (e.g. mature, BME, disabled, gender). Assessment Sub-Board minutes should aid with this commentary).*

<sup>13</sup> [TEF consultation January 2022](#)

<sup>14</sup> [TEF consultation January 2022](#)

<sup>15</sup> [TEF consultation January 2022](#)

<sup>16</sup> The Employability Ecosystem encompasses a range of elements and networks both within the curriculum and beyond that contribute to students developing their employability directly and indirectly. Click here for more information, examples and Employability Ecosystem review docs.

Action plan				
Programme enhancement to be undertaken	Expected timescale for completion	Expected impact	Actual impact	Actual timescale for completion
<i>e.g. We have noted that we awarding a higher proportion of marks, and our External Examiners have commented in the last few years that we have mark inflation, we therefore will undertake a marking workshop with King's Academy to ensure all our markers are appropriately equipped to mark.</i>	September 2023	A fairer marking process is utilised resulting in, potentially, a steadier awarding of marks to students.	Mark inflation has ceased to be seen, in some cases marks awarded have been lowered due to there being an inflation of marks awarded in previous years.	January 2023

Good practice
<p>This part of the report covers reflections on anything that you would like to share with King's community about what you have done. Themes could be (but not limited to):</p> <ul style="list-style-type: none"> <li>• Fostering motivation, engagement and a sense of community between students online</li> <li>• Innovative and sustainable methods of assessment</li> <li>• Creating a more inclusive curriculum</li> </ul>
<i>Reflection's summary</i>

## Policy and Working Group for Module and Teaching Evaluations - update

At its meeting on 2 February 2022, College Education Committee approved the revised Module and Teaching Evaluation Policy(CEC 21-22:54). Within the Policy there is reference to the module evaluation questions, the date of when these questions were approved, the titles of teams and the terms used to describe aspects of EvaSys.

Since the date of approval of the Policy minor updates are being proposed to these areas due to the following reasons:

- A Task & Finish Group was established on the recommendation of College Education Committee at its meeting on 23<sup>rd</sup> March 2022 to review the module evaluation questions
- The Quality, Standards and Enhancement Team name has been updated to better reflect their remit
- EvaSys carried out an upgrade to EvaMetrics and in doing so changed the name of the platform to EvaSys+

The group has made a number of amendments and Academic Board are asked to approve the revisions.

### Module and Teaching Evaluations Policy

#### Proposal

##### *Minor updates*

Considering the recent name change to the Academic Regulation, Quality and Standards team (formally Quality, Standards and Enhancement) it is proposed to revise the paragraph relating to who has access to the results as follows (new text is in **red**, deleted text in ~~strike through~~) – the full policy can be found in Appendix 1:

~~Quality, Standards & Enhancement (QSE)~~ **Academic Regulations Quality and Standards (ARQS)** will ensure that the results of module evaluations will be distributed to Heads of Department (or their equivalent for Single-Faculties), Executive Deans, Deans/Vice-Deans Education and Associate Directors Education, Quality Assurance Managers and Student Experience Managers (for their faculties), Senior Vice-Principal Academic, and the Vice-Principal Education. If a staff member requires access to the full data, their Executive Dean, Director (or equivalent) can request access from the Vice-Principal Education. Faculties are responsible for ensuring that **ARQS** ~~QSE~~ have the correct faculty-based role-holder information by 30<sup>th</sup> September. After this date, Faculties remain responsible for notifying **ARQS** ~~QSE~~ of any changes to the roles

##### *Revised questions*

Standardised template surveys for Module Evaluation were implemented in 2018/19 with the questions remaining the same for the past three academic years. At its meeting on 23<sup>rd</sup> March 2022, College Education Committee agreed to establish a Module Evaluation working group to review these questions. The Task & Finish Group met a total of 3 times,



- 04 April 2022,
- 20 April 2022
- 09 May 2022

During those meeting, revisions were proposed and these revisions can be found in appendix 1 (removal of content is illustrated via ~~striketrough~~, new content is in red).

# Policy and Working Group for Module and Teaching Evaluations - update

## Appendix One:

### POLICY NUMBER & NAME

<b>Policy Category:</b>	Governance
<b>Subject:</b>	Module and Teaching Evaluation
<b>Approving Authority:</b>	Academic Board, on behalf of College Council
<b>Responsible Officer:</b>	President & Principal/designate – Vice-Principal and Vice-President Education
<b>Responsible Office:</b>	Students and Education/ <del>Quality, Standards and Enhancement</del> <b>Academic Regulations, Quality and Standards</b>
<b>Related Procedures:</b>	n/a
<b>Related College Policies:</b>	n/a
<b>Effective Date:</b>	
<b>Supersedes:</b>	(Previous effective date)
<b>Next Review:</b>	2025 – normally every three years

### I. Purpose & Scope

This policy sets out how King's will undertake evaluation of modules and teaching. It is designed to facilitate existing good practice. It locates responsibility for the evaluation process in departments and faculties whilst establishing baseline requirements with which all faculties must comply.

### II. Definitions

*Modules* Programmes of study at King's are normally made up of discrete blocks of learning, consisting of a defined number of credits. These blocks are known as modules. Where programmes do not consist of discrete credit-rated modules, module evaluation baseline requirements can be applied to any coherent block of learning that exists within the programme. Each module must include the opportunity for formal evaluation by students enrolled on that module each year.

*Teaching* Within the context of this policy, teaching staff are defined as a member of staff who is substantially responsible for delivering the teaching on a module. It is at the Faculty's discretion to determine which staff meet this criterion.

### III. Policy

1. Scope of the Policy  
The policy is applicable to:

- 1.1. All modules taught within the classroom
  - 1.2. All modules taught online
  - 1.3. Modules in which a project or dissertation constitutes the majority of the assessment
  - 1.4. Modules that are either 100% placement based or incorporate both teaching and placement(s)
2. Purposes of Module Evaluation
- The primary purpose of module evaluation is the enhancement of teaching quality and students' learning experience. Within that overarching heading there are a number of specific current and prospective roles and purposes it fulfils for undergraduate and postgraduate provision:
- Management of individual modules and programmes
- 2.1. To provide the module lead/coordinator with feedback on the quality of the teaching, supervision and assessment on their module(s).
  - 2.2. To provide the module lead/coordinator with information to support education enhancements.
  - 2.3. To provide individual teachers with timely student feedback to support immediate and responsive improvements.
- Management of education provision within faculties and across the university
- 2.4. To provide useful indicators of teaching quality and student satisfaction that are subject to less lag time relative to end-of-study surveys like the NSS.
  - 2.5. To enable the quality of individual modules at department, faculty and university level to be reviewed on a consistent basis.
  - 2.6. To enable good practice to be identified, so that it can be promulgated to other areas.
  - 2.7. To provide a systematic and transparent means through which students can contribute to the design and development of modules, in keeping with our commitment in Goal 6 of the Education Strategy to work with students as co-creators.
3. Module Evaluation Baseline Requirements
- 3.1. Module Evaluations must be anonymous<sup>1</sup> and be undertaken online using EvaSys, the university's standard module evaluation software
  - 3.2. Module Leaders are accountable for the initial analysis of responses.
  - 3.3. Each Departmental Education Committee (or equivalent) must outline a process for consideration of module evaluation for each module. This must include a systematic process for identifying actions to be taken as a result of module evaluation for each module. This process must be approved by the appropriate Faculty Education Committee.
  - 3.4. ~~Quality, Standards & Enhancement (QSE)~~ Academic Regulations, Quality and Standards (ARQS) will ensure that the results of module evaluations will be distributed to Heads of Department (or their equivalent for Single-Faculties), Executive Deans, Deans/Vice-Deans Education and Associate Directors Education, Quality Assurance Managers and Student Experience Managers (for their faculties), Senior Vice-Principal Academic, and the Vice-Principal Education. If a staff member requires access to the full data, their Executive Dean, Director (or equivalent) can request access from the Vice-Principal Education. Faculties are responsible for ensuring that ~~QSE~~ ARQS have the correct faculty-based role-holder information by 30<sup>th</sup> September. After this date, Faculties remain responsible for notifying

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<sup>1</sup> Placement based modules are not required to retain student anonymity

- ~~QSE~~ ARQS of any changes to the roles.
- 3.5. The *quantitative* scores from module evaluation along with Module Convenor feedback (**a reflection on the student feedback**) ~~on action to be taken~~ must be released to students through the **Instructor Engagement Portal** (the ~~EvaMetrics~~ **EvaSys+** system) within four weeks of the closure of the relevant survey. Outcomes must also be discussed at Staff-Student Liaison Committees<sup>2</sup>. Qualitative data, i.e. free text comments – are not released to students.
  - 3.6. Module evaluation leaders are expected to consider module evaluation as part of their own PDR and append their module evaluation reports to their PDR paperwork. Module leaders are accountable for the educational experience of students on their module(s). In the case of group taught modules, they achieve this through their leadership of the module team.
  - 3.7. Colleagues who contribute to group-taught modules are expected to reflect on the student module evaluations for the modules that they teach on as part of their PDR.
4. Module Evaluation Design and Delivery
    - 4.1. Module evaluation is carried out via an online questionnaire. Most questions are “scale” questions, asking students to rate their level of satisfaction in each area on a scale of 5 (“strongly agree”) to 1 (“strongly disagree”).
    - 4.2. All module evaluation questionnaires must include the standard sets of questions. **An updated list of standardised questions** ~~that~~ were agreed by the College Education Committee in **2021/22** ~~2018/19~~ (see Appendices).

### Teaching evaluation

5. The purpose of teaching evaluation
  - 5.1. To provide information that can support discussions in Performance Development Reviews for teaching staff, academic promotion applications, and probation decisions, and for identifying training/development requirements.
  - 5.2. To improve our ability to recognise and reward individuals with a consistent track record of delivering high quality education.
  - 5.3. To improve our ability to identify trends and patterns in student feedback on modules which require further exploration.
6. Individual Teaching Evaluation Baseline Requirements
  - 6.1. Individual Teaching Evaluations must be anonymous<sup>3</sup> and be undertaken online using EvaSys, the university’s standard module evaluation software
  - 6.2. Module Leaders are accountable for the initial analyzing of feedback regarding themselves and those of the other teachers on the module. Module leaders are expected to review the individual feedback with the teachers on their modules.
  - 6.3. Results regarding individual teachers are collected to support individual developmental and therefore *not released to students*.
  - 6.4. Student evaluation of individual teaching should be considered alongside other relevant and contextual information as part of individuals’ PDRs to support development, and not taken in isolation as an indicator of teaching quality.
7. Evaluation of Individual Teaching Design and Delivery

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<sup>2</sup>Faculties should also consider publishing outcomes on the virtual learning environment

<sup>3</sup> Placement based modules are not required to retain student anonymity

- 7.1. Evaluation of individual teaching is carried out via EvaSys as part of the module evaluation surveys.
- 7.2. Evaluation of individual teaching is undertaken for teaching staff on all classroom and lab-based taught modules (see definition above).
- 7.3. All evaluation of individual teaching must include the standard set of questions that were agreed by the College Education Committee in ~~2021/22~~ 2018/19 (see Appendices).

### Appendices

*The following questions/statements are mandatory for inclusion on all surveys issued for classroom taught modules. ~~and all modules delivered online:~~*

1. This module was intellectually stimulating
  - ~~2. This module has provided me with the opportunities to explore ideas or concepts in depth~~
  3. The criteria used in **assessment marking** for this module have been made clear in advance
  - ~~4. Feedback on my work for this module so far has been received within the published timeframe~~
  5. **The written/verbal feedback** I have received **has been** helpful and informative ~~feedback on my work within this module so far~~
  6. This module has been well organised
  7. Learning materials (e.g. handbooks, study guides, teaching materials and online content) for this module have effectively supported my learning
  8. I have received ~~good~~ **helpful** study advice and support when I have ~~asked for~~ **needed** it
  9. I have felt included in this module through having been encouraged to ask questions and **/or** participate in discussions
  10. Staff value ~~students'~~ **my** views and **perspectives in** ~~opinions about~~ this module
  11. This module has helped **to broaden my** ~~me develop~~ knowledge and **/or** skills ~~set which will be of use to me in the future~~
  - 12. I feel part of a community on this module**
  - 13. The design and approach of the module made me feel included**
  14. Overall, I am satisfied with ~~the quality of~~ this module
  15. What has been the most positive aspect of this module for you, and if you could recommend one improvement to the Module Organiser what would it be? (Free text answer, limited to 500 characters)
- 

*The following questions/statements are mandatory for inclusion on all surveys issued for ~~classroom taught modules.~~ ~~and all modules delivered online:~~*

1. This module was intellectually stimulating
- ~~2. This module has provided me with the opportunities to explore ideas or concepts in depth~~
3. The criteria used in **assessment marking** for this module have been made clear in advance
- ~~4. Feedback on my work for this module so far has been received within the published timeframe~~
5. **The written/verbal feedback** I have received **has been** helpful and informative ~~feedback on my work within this module so far~~
6. This module has been well organised
7. Learning materials (~~e.g. handbooks, study guides, teaching materials and online content~~) for this module have effectively supported my learning
8. I have received ~~good~~ **helpful** study advice and support when I have ~~asked for~~ **needed** it
9. I have felt included in this module through having been encouraged to ask questions and **/or** participate in discussions
10. Staff value ~~students'~~ **my** views and **perspectives in** ~~opinions about~~ this module

11. This module has helped ~~to broaden my me develop~~ knowledge and/or skills ~~et which will be of use to me in the future~~
  12. I feel part of a community on this module
  13. The design and approach of the module made me feel included
  14. The online elements of this programme are easy to use
  15. Overall, I am satisfied with ~~the quality of~~ this module
  16. What has been the most positive aspect of this module for you, and if you could recommend one improvement to the Module Organiser what would it be? (Free text answer, limited to 500 characters)
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*The following questions/statements are mandatory for inclusion on all surveys issued for Dissertation and/or Project Based Modules:*

1. I was given ~~sufficient clear~~ guidance on how to select my dissertation/project topic
  2. I received sufficient guidance for planning my dissertation/project ~~(e.g. developing project outline, literature search)~~
  3. ~~It was made clear to me in advance what was required to successfully complete a dissertation/project~~
  4. ~~I was provided with sufficient support for independent study~~
  5. The criteria used in ~~assessment for this module has been~~ marking my dissertation/project were made clear in advance
  6. ~~Interactions with my supervisor provided me with sufficient feedback on my progress~~ **My supervisor provided me with sufficient support to progress with my project/dissertation**
  7. I was able to meet/**communicate** with my supervisor at pre-arranged times
  8. I was able to access subject-specific resources necessary to complete my dissertation/project
  9. I was clear about who to contact **in my department** if problems arose with ~~the organization of~~ my dissertation/project
  10. ~~My dissertation/project was intellectually stimulating~~ **I found purpose and meaning in my dissertation/project**
  11. My dissertation/project has helped me develop knowledge and skills ~~that will be of use to me in the future~~
- 

*The following questions/statements are mandatory for inclusion on all surveys issued for Placement Based Modules:*

1. My placement was based at (drop down/free text answer)
2. Prior to my placement I received all the information I needed
3. The placement setting was welcoming and prepared for my arrival
4. The placement was well organized (free text box for further details)
5. I felt supported in obtaining my placement/elective
6. I felt supported during my placement
7. Key contact points took place as intended (e.g. mid-point interview, visit, sign-off)
8. I knew who to contact if I needed help or support during my placement
9. The quality of the facilities for students in this placement was good
10. My placement teachers/instructors provided appropriate teaching and supervision
11. Prior learning on my course prepared me well for the placement
12. The placement provided me with opportunities to explore ideas or concepts in practice
13. The placement provided me with positive professional experience

14. I understand how the placement learning is linked to assessment
15. During my placement I received useful feedback on my progress
16. The placement was intellectually stimulating
17. The placement has helped me develop knowledge and skills ~~which will be of use to me in the future~~
18. Overall, I was satisfied with ~~the quality of the~~ my placement
19. I would recommend this placement to other students
20. Please feel free to comment on any aspect of your placement (free text answer, limited to 500 characters)

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*The following questions/statements are mandatory for inclusion on all surveys issued for Lab Based Taught Modules:*

1. This module was intellectually stimulating
- ~~2. This module has provided me with the opportunities to explore ideas or concepts in depth~~
3. The criteria used in **assessment** marking for this module have been made clear in advance
- ~~4. Feedback on my work for this module so far has been received within the published timeframe~~
5. **The written/verbal feedback** I have received **has been** helpful and informative ~~feedback on my work within this module so far~~
6. This module has been well organised
7. I have received ~~good~~ **helpful** study advice and support when I have **asked for** ~~needed~~ it
8. I have felt included in this module through having been encouraged to ask questions and **/or** participate in discussions
9. Staff value **my students'** views and **perspectives in** ~~opinions about~~ this module
- ~~10. This module has helped me develop knowledge and skills which will be of use to me in the future~~
- 11. I feel part of a community on this module**
- 12. The design and approach of the module made me feel included**
13. Learning materials (e.g. handbooks, ~~study guides~~ **laboratory manuals**, teaching materials and online content) for this module have effectively supported my learning
- 14. This module has helped me develop my knowledge and laboratory skills**
15. I have received clear instructions **about what I need to do during laboratory practicals** ~~during the module of what is expected of me during the class~~
- ~~16. I have been given sufficient time to complete what was expected of me during the sessions~~ **Time allocated for each laboratory practical was sufficient and I did not feel rushed**
- ~~17. There is a good ratio of staff to student during the sessions~~
18. I received useful help from demonstrators when I asked for it
19. The equipment was sufficient to complete the expected tasks
- 20. Laboratory practicals helped me better understand the material, and therefore learn more**
21. Overall, I am satisfied with ~~the quality of~~ this module
22. What has been the most positive aspect of this module for you, and if you could recommend one improvement to the Module Organiser what would it be? (Free text answer, limited to 500 characters)

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*The following questions/statements are mandatory for the purpose of Teaching Evaluations:*

1. The lecturer has been good at explaining the subject
2. The lecturer has made the subject interesting
3. The lecturer has been well prepared for their classes

4. The pace of the lectures/seminars was too slow/too fast/about right
5. The lecturer cares about my learning experience



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## The Inns of Court College of Advocacy (The ICCA) Academic Regulations for 2022/23

The ICCA Bar Standards course is validated by King's and leads to the award of a Postgraduate Diploma from King's for their students. A legally binding agreement is in place setting out the mechanisms under which the partnership operates, including the approval of their Academic Regulations on an annual basis by the King's Academic Board via our committee governance structure.

The proposed changes to The ICCA academic regulations for use in the 2022/23 academic year was submitted as part of their annual monitoring report to King's. A meeting was held to discuss the annual monitoring report on Tuesday 26 April between representatives from The ICCA and King's, chaired by the Executive Dean of Education for the Dickson Poon School of Law at which the PG School Assessment Board Chair was also in attendance.

It was noted and confirmed at the meeting that the changes proposed have EITHER already been approved in the 2021/22 academic year i.e. mark scheme approved by Academic Board in March 2022 and exemption requests approved by Chair of ASSC, OR are relatively minor in nature i.e. add clarity for students on The ICCA regulations, policies and procedures.

The specific changes recommended to The ICCA academic regulations are detailed in Appendix 1 as a summary sheet and full set of academic regulations. The Dickson Poon School of Law wishes to request that members of the Academic Standards Sub Committee and CEC recommends to Academic Board the approval of The ICCA Academic Regulations for use in 2022/23 via the usual committee governance structure

## Schedule of Proposed Changes to ICCA Academic Regulations for 2021-2022

The proposed Regulations referred to have been amended using tracked changes

Regulations	Heading changed to 'Compliance and Scope' for clarity.
Contents	Hyperlinked contents section for ease of use.
1	Amended for clarification.
2	New Heading inserted 'Applicable Regulations and Policies' for clarity and to maintain paragraph number structure.
3	New Heading inserted 'The ICCA Bar Course' for clarity and to maintain paragraph number structure.
4	Links added to BSB documents.
5.3	'Admissions Policy' changed to 'Fair Admissions Policy' (which is the name of the policy) and linked to the Policies and Procedures website page.
5.4	'Admissions Policy' changed to 'Fair Admissions Policy'.
5.7	Removed requirement to publish entry criteria in a printed and online prospectus. Changed to published on ICCA website.
5.10	Removed duplicated information (also in 5.7).
5.15	Website link added to Student Conduct Policy.
5.18	'Admissions Policy' changed to 'Fair Admissions Policy'
5.20	'short-term study visa' changed to visa (because this has changed) and 'visa regulations' linked to relevant page on gov.uk website.
6.3	Website link added to Student Conduct Policy.
7	Heading changed to 'Recognition of Prior Learning and Experience'.
7-7.3	These paragraphs replace the previous paragraphs 7-7.9 which did not correlate with the Recognition of Prior Learning and Prior Experience Policy. Reference is now made to this policy and a link has been added.
8.11	To 'Recognition of Prior Learning' are added the words 'and/or Recognition of Prior Experience'.
8.12	'includes' changed to 'requires' (concerning the requirement to clear ICCA financial debts before Part Two enrolment).
8.14	Amended to reflect the change to progression regulation at 13.3 (below).
9.1	Amended to reflect when Part One assessments are delivered online.
9.2-9.4	The original Reg 9.2 expanded into 3 paragraphs for clarity and includes additional elements of (a) attending Part Two assessments in London and not overseas; and (2) marking as absent students who are over 15 minutes' late or leave a teaching session.
9.5	New paragraph number for original 9.3.
9.6	New paragraph number for original 9.4 and link added to Mitigating Circumstances Procedure.
9.7	New paragraph number for original 9.5.
9.8	New paragraph number for original 9.6 and link added to Student Attendance and Engagement Policy.

10.2	'short-term study visa' changed to visa (because this has changed) and 'visa regulations' linked to relevant page on gov.uk website. Paragraphs (a) and (b) removed as otiose.
13.2 - 13.3	Amendment to include the provisions of the temporary exemption granted due to the pandemic and the potential for future exceptional applications of this nature.
13.4	New paragraph number for original 13.3.
15.1	Includes new sentence on increasing fees annually.
15.26 - 15.29	New paragraphs to allow for students to be charged the current fees following deferral, suspension or interruption of studies.
15.8	Additional paragraph to correct an omission in the previous regulations. This requirement will also be published on our Website and made clear to students before they enrol. Provision (b) is made less onerous by the fact that students will now have the choice of sitting these assessments online (which will not attract any additional costs).
15.30	New paragraph number for original 15.26.
15.31	New paragraph number for original 15.27.
15.32	New paragraph number for original 15.28.
17.2	Link added to Teaching and Learning Strategy.
17.18	'Learning support' changed to 'learning and studying support'. Link added to Bar Course Student Handbook.
17.22	Heading and new section on ICCA prayer facilities.
17.23	New paragraph number for original 17.22.
18.6	New paragraph number for original 19.
19-19.1	New paragraph numbers for original 20-20.1
20-20.3	New paragraph numbers for original 20.2-20.5.
21	Heading changed from 'Assessment Setting and Marking Policy' to (the correctly named) 'Assessment Setting, Marking and Moderation Policy' (which itself has been reviewed). Link added to the policy.
21.2	Paragraph simplified by reference to the Assessment Setting, Marking and Moderation Policy itself.
21.3	Paragraph simplified by reference to annual review of this policy with approval by the Education Committee.
26	Heading above this paragraph changed from 'Assessment Scripts, Other Written Assignments and Marking' to 'Assessment scripts, Recordings, Answers and Marking Material' for clarity and accuracy.
26.4	'Written' removed 'written copy' to allow a copy of marks to be kept other than in written form.
26.6	Added 'save as required by law' to this paragraph which provides that scripts for written assessments and examiners' marking notes of oral assessments will not be provided to students. This amendment covers GDPR Subject Access Requests.
28-28.1	Replaces original paragraphs 28-28.2 and reflects change in BSB assessment criteria ('red-light rule' no longer exists) in accordance with the BSB Curriculum and Assessment Strategy.

30	'Publication of Summative Assessment Results' changed to 'Confidentiality of Summative Assessment Results' for clarity. 'Summative' added before 'Assessment' for clarity.
31	Heading 'Publication of Summative Assessment Results' moved above this paragraph for clarity. 'Summative' added before 'Assessment' for clarity.
33	Heading 'Mitigating Circumstances' extended to 'Mitigating Circumstances, Absences and Late Arrivals/Submissions' to reflect new content in this section. Clarity added by inserting that the process cannot result in raising marks.
33.2	Amended for clarification - 'fit to sit' declaration applies to Part Two summative assessments requiring attendance.
33.4	Link added to 'mitigating circumstances' for ease of reference. 'Bona fide' removed before 'supporting evidence' as unnecessary.
33.6-33.11	'Dean of the ICCA' replaced with 'Bar Course Leader' as the person to whom mitigating circumstances applications are made.
33.15	Heading 'Late arrivals to invigilated and supervised summative assessments' changed to 'Late arrivals and late submissions - summative assessments' to reflect new content. Clarification added by changing 'assessment' to 'in-person or online written summative assessment (including multiple-choice assessments)'.
33.16	Same amendment for attending 30 minutes late or more, adding that the assessment will be marked at zero.
33.17	Lateness of less than 30 minutes for a written assessment will not result in extra time.
33.18	Lateness for oral skills assessments (Conference Skills and Advocacy) may result in refusal to allow assessment to proceed.
33.19	Late written submissions may result in a mark of zero.
34.2	Link added to Personalised Assessment Arrangements Procedure.
36	Clarity added by inserting that the appeals process cannot result in raising marks other than where arithmetical error has occurred.
36.7	Adds a requirement for reasons for late submission of an appeal.
36.9	Adds that the Bar Course Leader considers appeals in accordance with the criteria laid down in 36.8 (rejection before forwarding to Examinations Board).
36.13	Adds that the Examinations Board will consider whether to grant an authorised absence and will not raise marks (save where there has been an arithmetical error in their calculation).
38	'and' added to heading between 'Suspension' and 'Termination'.
38.1	Adds that standards of student conduct are contained in the Student Conduct Policy and (the new) Bullying, Harassment and Sexual Misconduct Policy (and the Acceptable Behaviour Statement) and other related policies and procedures.
43.1	Additional information about the misconduct procedure concerning complaints under the Bullying, Harassment and Sexual Misconduct Policy. Link added to this policy.
47	New heading 'Imprisonment' above the paragraph relating to withdrawal for this.

# Annex F



The Inns of  
Court College  
of Advocacy

# Academic Regulations

## 2021-2022

These regulations are subject to approval by King's College London Academic Board [through its committee governance structure incorporating the King's committees](#).

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Paragraph *[hyperlinks to be added below]*

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## Compliance and Scope

- 1 **All of the following are required to comply with the Academic Regulations and Academic Policies of the Inns of Court College of Advocacy (the ICCA).**
  - 1.1
    - a) Enrolled students (as a condition of continuing enrolment), enrolled on:
      - The ICCA Bar Course Part One;
      - The ICCA Bar Course Part Two;
    - b) Academic Staff;
    - c) Professional Services Staff;
    - d) External Examiners.
  - 1.2 Stakeholders must comply with the regulatory framework in order to: a) avoid putting the ICCA or its validating academic partner King's College London at risk, b) safeguard the quality and standards of the ICCA Bar Course programme and award, c) adhere to principles of natural justice, d) comply with external legislation, e) ensure the quality of the student experience.

## Applicable Regulations and Policies

- 2 The ICCA [Academic Regulations and Academic Policies](#) will apply to all students enrolled on the ICCA Bar Course programme. The ICCA Academic Regulations and Policies that are in place at the date of a student's enrolment shall apply to that student until completion of the programme (including until completion of assessment re-sits). In the event of inconsistency between the Academic Regulations and the Academic Policies, the Academic Regulations apply. Amendments to the ICCA Bar Course Academic Regulations will not normally be introduced during an academic year. For these purposes an academic year is the period from 1 September to 31 August of the following year

## The ICCA Bar Course

- 3 The ICCA offers teaching and study at postgraduate level, leading to achievement of a pass classification on the ICCA Bar Course and the King's College London Postgraduate Diploma in Bar Practice (PGDip) award at Level 7 of the framework for higher education qualifications of UK degree awarding bodies.

## Other ICCA Regulations

- 4 The Academic Regulations of the ICCA are informed by, and comply with, the following:
  - a) principles of good practice;
  - b) external legislation;
  - c) Office for Students (OfS) requirements;
  - d) Professional, Statutory and Regulatory Bodies, including at (e) to (i) below;
  - e) the Bar Standards Board (BSB) [Professional Statement](#);
  - f) the BSB [Curriculum and Assessment Strategy](#);
  - g) the BSB [Bar Qualification Manual](#);



- h) the BSB [Authorisation Framework](#) for Authorised Education and Training Organisations;
- i) the [BSB Handbook](#) (where relevant in accordance with BSB Bar training and qualification rules).

## ICCA Bar Course Admission

- 5 Students who meet ICCA Bar Course entrance requirements may be admitted to the ICCA.

## Fair Admissions Policy

- 5.1 The ICCA is committed to the recruitment of students with the greatest academic ability and potential, irrespective of their social, cultural and economic background. The ICCA is committed to equality in education and applications are considered on their individual merits, based wholly on the information provided by the applicant through the application process.
- 5.2 The ICCA is committed to fair, transparent and consistent admissions practices and aims to offer clear advice and guidance to prospective applicants to enable them to make informed choices.
- 5.3 All applications to the ICCA shall be considered in accordance with the [Fair Admissions Policy](#) which applies to all categories of applicants to the ICCA Bar Course and is intended to provide a central policy to support all procedures involved in selection and admission of students.
- 5.4 An Admissions Appeal Procedure is available for applicants who are unsuccessful in applying for admission to the ICCA Bar Course and who wish to appeal the decision. The Admissions Appeal Procedure is annexed to the Fair Admissions Policy.

## Admissions Process

- 5.5 The ICCA currently operates a single admissions selection process. This means that a student offered admission to Part One of the ICCA Bar Course will also be selected for admission to Part Two, subject to successfully passing Part One assessments and meeting admission requirements in accordance with these regulations.

## Entrance Qualification and Requirements

- 5.6 The academic admissions requirements are set by the Dean of the ICCA and must be approved by the ICCA Board of Governors. These are in addition to the [mandatory admissions criteria set by the Bar Standards Board](#) (BSB) as the Professional, Statutory and Regulatory Body for the profession.
- 5.7 The ICCA publishes entry criteria on via the [ICCA website](#). The information will be accurate, clear, unambiguous and timely. As such, the ICCA will not alter admissions criteria during the application cycle.
- 5.8 Applications will be assessed against the advertised entry criteria for the ICCA Bar

Course.

- 5.9 To be admitted to the ICCA Bar Course (both Part One and Part Two) a student must:
- a) comply with the admissions process as specified in the Fair Admissions Policy;
  - b) satisfy the admission requirements as specified in the Fair Admissions Policy and associated entry criteria;
  - c) have satisfactorily demonstrated, taking into account individual circumstances, the skills and intellectual maturity necessary to gain full advantage from the educational experience offered by the ICCA Bar Course;
  - d) meet the admissions requirements of the BSB, including but not limited to minimum English language requirements (see 5.10);
  - e) disclose relevant criminal convictions or pending criminal proceedings at enrolment;
  - f) have an appropriate visa, where applicable, and have satisfied the requirements of [UK Visas and Immigration](#) (UKVI);
  - g) comply with the enrolment procedure;
  - h) act reasonably and fairly and treat the admissions process in a respectful manner.
- 5.10 The language of instruction is English and all students must be proficient to a minimum standard of [IELTS](#) Level 7.5 in all disciplines or a minimum score of 73 in each part of the [Pearson](#) Test of English (academic). Competency in English to the required standard must be confirmed as part of the admissions process.
- 5.11 If the ICCA considers that any aspect of a student's language ability is not at the required level after they have commenced the course, the ICCA will, as soon as the issue is identified, require the student to:
- a) take one of the language tests above, and
  - b) provide a test certificate certifying that they have achieved the required scores within 28 days.
- 5.12 Certificates issued by an English language test provider verifying the score achieved by a candidate in one of the above tests must be current and valid by reference to the rules of that English language test provider. If the student fails to provide evidence that they have achieved the required scores within 28 days of being asked to do so, the ICCA will require the student to withdraw from the ICCA Bar Course. The ICCA will consider an application by such a student for readmission to the ICCA Bar Course at a later stage if satisfied of the student's English language proficiency, provided that the student has not exceeded the maximum period of registration for the course.
- 5.13 Students are required to provide proof of all entry qualifications. This documentation must be verified by the ICCA. All offers of study to the ICCA are conditional on the provision of proof to the satisfaction of the ICCA.
- 5.14 A student is liable for exclusion from the ICCA Bar Course if:
- a) they do not comply with any reasonable request to provide such proof; b) they make a false claim in respect of application for admission;

- c) they present false or fraudulent evidence of qualifications;
  - d) they engage another person to impersonate them; or
  - e) they impersonate another person in connection with an application for admission or in providing evidence of qualifications.
- 5.15 In accordance with the ICCA student disciplinary processes, as contained in the ICCA [Student Conduct Policy](#), the ICCA shall report any such behaviour to the relevant Inn of Court to enable the Inn to assess whether the candidate is a fit and proper person to be called to the Bar.
- 5.16 For recognition of prior learning and experience see 7.
- 5.17 In order to be allowed to enrol onto Part Two of the ICCA Bar Course students must additionally comply with the further requirement to have joined an Inn of Court (see 6, below) and must satisfy the progression requirements at 13.2 and 13.4, below.

## ICCA Bar Course Deferrals

- 5.18 Applicants who have been offered admission to the ICCA Bar Course may, prior to enrolment, apply for deferral of their places for a period of up to one year from the specified date of commencement of Part One. Deferral applications shall be made and considered in line with the Fair Admissions Policy.
- 5.19 The ICCA recognises that circumstances may arise after acceptance of an offer of admission which prevent, for good reason, students from commencing or continuing Parts One or Two when required and applications for Interruption of Studies will be considered on an individual basis in accordance with the Interruption of Studies procedure.
- 5.20 Students who are required to obtain a visa in order to undertake Part Two of the Bar Course should be aware that [visa regulations](#) may restrict their ability to defer their place on Part Two of the course. It is the responsibility of all students to ensure that they have the necessary permission to study in the UK before commencing Part Two of the ICCA Bar Course and/or before making an application to defer their place on the course.

## Admission to an Inn of Court

- 6 **Before enrolling on Part Two of the ICCA Bar Course, a student must be a student member of an Inn of Court.**
- 6.1 It is a condition of enrolment onto Part Two of the ICCA Bar Course that students join an Inn of Court.
- 6.2 Applications must be made to the Inns (not to the ICCA) no later than 3 months prior to starting Part Two. Where a student has reason to believe that their application for Inn membership may not be straightforward (e.g. where they have a disciplinary offence or criminal conviction that they are under a duty to declare), the student is strongly advised to allow for the extra time that consideration of their case may take and apply to the Inn well in advance of the deadline. BSB Regulations on joining an Inn of Court are contained in the Bar Qualification Rules in Part 4 of the BSB Handbook, section B2.

- 6.3 Where membership of an Inn is withdrawn for disciplinary or other reasons then the student must withdraw from the ICCA Bar Course with immediate effect, in accordance with the ICCA [Student Conduct Policy](#).
- 6.4 Admission of a student to the ICCA does not afford to that student membership to an Inn of Court. Student membership of an Inn is distinct from admission as a student to the ICCA Bar Course.
- 6.5 Admission of a student to the ICCA does not afford to that student any preferential treatment by the Inns whatsoever, including as to Call to the Bar and to the provision of any awards and/or scholarships by the Inns.

## Recognition of Prior Learning and Experience

- 7 The ICCA will consider applications for Recognition of Prior Learning (RPL) and/or Recognition of Prior Experience (RPE) as part of the Admissions Process.
- 7.1 RPL is the process whereby students can be given credit on the ICCA Bar Course for previous learning. RPE is the process whereby students can be given credit on the ICCA Bar Course for previous experience.
- 7.2 All applications for RPL and/or RPE shall be considered as part of the application process in accordance with the ICCA Bar Course [Recognition of Prior Learning and Prior Experience Policy](#) which applies to all categories of applicants to the ICCA Bar Course.

## Enrolment

- 8 **Deadlines for enrolment on the ICCA Bar Course must be met. Enrolment beyond these deadlines is at the discretion of the ICCA.**
- 8.1 Enrolment includes fulfilling the academic and regulatory requirements relating to the Bar Professional Training Course as specified in the Fair Admissions Policy and the Entrance Criteria.

## Part One Enrolment

- 8.2 Each student is required to enrol on Part One of the ICCA Bar Course. Enrolment for Part One is via an online portal. Access details and enrolment dates will be provided to each student in their notification of offer of admission to the ICCA Bar Course (offer notification).
- 8.3 Completion of online enrolment and ID verification must take place on the appointed enrolment date(s) specified in a student's offer notification.
- 8.4 Part One of the ICCA Bar Course is an online learning and study programme requiring neither physical attendance nor any specific geographical location for access to teaching and study materials.
- 8.5 To achieve success on Part One of the ICCA Bar Course students are expected to

undertake 400 hours of learning. This includes not only online learning hours, but also preparation for these, private reading and study, and the completion of formative assessment tasks and revision.

- 8.6 Students will receive a recommended pace and programme of study for Part One to assist with planning individual progression.

## **Part Two Enrolment**

- 8.7 Enrolment for Part Two of the ICCA Bar Course will take place in person at the designated premises of the ICCA. Enrolment dates and details will be provided to each student upon successful completion of Part One of the ICCA Bar Course.
- 8.8 Completion of online enrolment and ID verification must take place on the appointed enrolment date(s) specified in a notification to the student. Enrolment will typically take place during the induction week at the commencement of Part Two of the ICCA Bar Course.
- 8.9 Part Two of the ICCA Bar Course is a full-time learning and study programme. Students cannot enrol for part-time study on Part Two of the ICCA Bar Course.
- 8.10 To achieve success on Part Two of the ICCA Bar Course students are expected to undertake a further 800 hours of learning following the successful completion of 400 hours of learning from Part One. This includes all blended learning hours, preparation for small group sessions, private reading and study, and the completion of formative and summative assessment tasks and revision.
- 8.11 Enrolment on Part Two is not permitted unless Part One of the ICCA Bar Course has been successfully completed in accordance with these Regulations or the ICCA has approved an application for Recognition of Prior Learning and/or Recognition of Prior Experience towards Part One and offered admission to Part Two of the ICCA Bar Course.
- 8.12 Enrolment on Part Two requires clearance of any financial debts to the ICCA.

## **Concurrent Enrolment with another Authorised Education and Training Organisation (AETO)**

- 8.13 Enrolment onto Part One or Part Two of the ICCA Bar Course is not permitted to any student concurrently enrolled on an equivalent course providing the vocational component of Bar Training with another AETO.

## **Concurrent Enrolment with the ICCA**

- 8.14 No student may enrol concurrently on both Part One and Part Two of the ICCA Bar Course unless that student has been permitted to progress onto Part Two before completing Part One in the circumstances set out at 13.3 of these Regulations.

## **Contact Details for All Students**

- 8.15 The primary email address for all registered students shall be the ICCA email address

issued at enrolment. Students are responsible for ensuring that they regularly check their ICCA email account.

- 8.16 It is the responsibility of all students to keep the ICCA informed of their current home and term-time address at all times.
- 8.17 All correspondence sent to students by the ICCA using the contact details on their record shall be deemed to have been received by the student concerned, unless proof of nondelivery is subsequently provided.

## Attendance and Progression Monitoring

- 9 Students must meet the attendance requirements of the ICCA Bar Course. There is no physical attendance on Part One of the ICCA Bar Course, save for summative assessments.
- 9.1 As an online learning and study programme, Part One of the ICCA Bar Course does not require or allow for physical attendance at the ICCA's learning and teaching facilities. In certain circumstances the ICCA may permit a student to sit the Part One assessments remotely using computer based technology (CBT). If the ICCA is unable to do this, or a student does not want to sit using CBT, the student will be required to sit the Part One assessment face-to-face at an approved assessment centre. The ICCA will arrange for the hosting of centralised assessments at a number of locations in the United Kingdom, depending on need. Any application by a student to sit the centralised assessments at an overseas location will be considered on the merits of the individual application.

## Part Two Attendance Requirements

- 9.2 Part Two of the ICCA Bar Course is a full-time learning and study programme requiring student attendance at ICCA designated teaching facilities in London, United Kingdom. Students must attend Large Group Sessions, Small Group Sessions, formative and summative assessments and any such other Bar Course-related activities as required in the programme and module specification and individual student timetables. Part Two assessments will be taken by students in London and cannot be taken overseas.
- 9.3 The minimum attendance requirement on Part Two of the ICCA Bar Course is 80% of **compulsory** teaching and learning sessions (timetabled Large Group Sessions and Small Group Sessions). Students whose attendance falls below this attendance requirement are ineligible for summative assessment.
- 9.4 A student will be marked as absent from a **compulsory** teaching and learning sessions if they are more than 15 minutes late for that session, or leave without the Tutor's approval before its scheduled completion. Tutors may also mark a student as having been absent from a **compulsory** teaching and learning sessions if the student has not adequately prepared for or participated in that session.

## Absence from Part Two of the ICCA Bar Course

- 9.5 Part Two students who are absent from classes or formative assessments or any

required activity must report the absence to the ICCA in accordance the absence notification requirements on the ICCA Virtual Learning Environment (VLE) and in the ICCA Student Handbook.

## **Absence from Summative Assessments on Parts One and Two of the ICCA Bar Course**

- 9.6 Students who are absent from a summative assessment or unable to meet a summative assessment deadline due to illness or other good reason must comply with the [Mitigating Circumstances Procedure](#). Failure to attend or submit summative assessment will result in a mark of zero being recorded.

## **Progression Monitoring**

- 9.7 Throughout the ICCA Bar Course, the ICCA employs student progress systems to monitor both academic progress and achievement of Professional Statement competences and to indicate at an early stage when students are at risk of failing to meet learning outcomes and competences through poor performance or attendance.
- 9.8 Students perceived to be failing to meet intended learning outcomes and competences will be contacted, in the first instance, by their Personal Tutor. Where the student's progress continues to be a cause for concern the ICCA Bar Course Leader will implement the procedures set out in the ICCA [Student Attendance and Engagement Policy](#).

## **Periods of Registration and Interruption**

- 10 Part Two of the ICCA Bar Course shall be a continuous period of study unless an interruption has been permitted and students must adhere to the requirements of minimum and maximum periods of registration following commencement of Part One.

## **Interruption of Studies**

- 10.1 Students may apply for an Interruption of Studies on grounds of illness or other adequate cause, provided that any one period of interruption does not exceed one year and that the total duration of the student's programme of study (encompassing Part one and Part Two of the ICCA Bar Course), including any interruption, does not exceed the maximum permissible period specified for the award. The Interruption of Studies procedure is accessible to students via the ICCA Virtual Learning Environment (VLE) and in the ICCA Student Handbook.
- 10.2 Part Two students who are required to obtain a visa in order to undertake Part Two of the ICCA Bar Course should be aware that [visa requirements](#) may restrict their ability to return to the course if they interrupt their studies following enrolment on Part Two. It is the student's responsibility to ensure that they have any necessary permission to study in the UK before arranging to recommence Part Two of the ICCA Bar Course after a period of interruption.



## ICCA Maximum Registration Period

- 10.3 When a student commences the ICCA Bar Course their anticipated completion date is within that same academic year. For these purposes an academic year comprises the cycle of first sit assessments on Part One and Part Two and referred or deferred assessments immediately following such first sit assessments. The ICCA requires that the ICCA Bar Course must normally be completed within a maximum of three years from commencement of Part One. For students who have documented mitigating circumstances that have been accepted through the ICCA's usual mitigating circumstances procedures, and who are still within the maximum number of sits permitted, the ICCA maximum time limit may be exceeded at the discretion of the ICCA Bar Course Leader to the next available sit only.
- 10.4 The Bar Standards Board requires that all candidates studying the Vocational Component must pass assessments in all subjects within five years of the date of enrolment in order to be called to the Bar. The ICCA Bar Course Leader cannot use his or her discretion under 10.3, above, to extend the ICCA maximum time limit beyond this five-year period.

## Maximum period between Parts One and Part Two

- 10.5 A student who achieves success in Part One of the ICCA Bar Course shall not be permitted to commence Part Two of the ICCA Bar Course unless they are able to complete Part Two within the maximum time limit of three years from commencement of Part One as referred to at 10.3, above. For this reason, a student wishing to proceed to Part Two must nominate a Part Two commencement date to enable completion of the ICCA Bar Course within this time limit.

## Transfer of Registration

- 11 **Students may transfer registration to another AETO under certain conditions.**
- 11.1 Transferring registration to a Bar Vocational Training Course provided by another AETO is permissible, with the agreement of the ICCA and the other AETO involved, where there are good academic grounds in support of the transfer or other good cause.

## ICCA Bar Course Module Specification and Credit Levels and Values

- 12 The ICCA Bar Course is required to have a published module specification, a credit level and credit value.

## Credit Levels and Values

- 12.1 The ICCA Bar Course will be assigned to Level 7 of [the framework for higher education qualifications of UK degree awarding bodies](#) by the ICCA and its validating academic partner King's College London.



- 12.2 The ICCA Bar Course is a Level 7 Programme of 120 credits leading to the award of Postgraduate Diploma in Bar Practice (PGDip) from King's College London.
- 12.3 The ICCA Bar Course comprises 40 credits at Level 7 for Part One and 80 credits at Level 7 for Part Two. The credit volume structure for the Part Two modules is in multiples of 2, ranging from 10 to 14 credits for each Part Two module.

## **Programme Specification and Credits**

- 12.4 The ICCA Bar Course has a programme specification which is approved by the ICCA and King's College London as part of the programme approval procedure and updated on an annual basis.
- 12.5 The programme specification will indicate the combination of modules that the student will have to take and pass and at what level (the credit tariff) in order to satisfy the examiners of the award.
- 12.6 The programme specification will also indicate any additional non-credit requirements necessary to meet the requirements for award.
- 12.7 The ICCA Bar Course must comply with the criteria established by the ICCA Education Committee and all questions related to the modification of programmes of study shall be referred to the Education Committee.
- 12.8 Amendments to the ICCA Bar Course Academic Regulations will not normally be introduced during an academic year. For these purposes an academic year is the period from 1 September to 31 August of the following year. Unless otherwise published, programme regulations are contained within programme specifications published on the ICCA website and/or VLE.
- 12.9 The ICCA Bar Course and its associated modules and regulations must be approved by the ICCA in accordance with the procedures agreed by the Board of Governors and/or its sub-committees and must conform to the criteria established for the ICCA Bar Course programme of study before the programme may be offered. The regulations for the programme of study must specify which, if any, modules or combinations of modules must be passed before a student is eligible for the award.
- 12.10 The regulations for each programme of study shall specify the duration of the programme and shall also specify the minimum period of study for the award and the maximum period for which credit for the award may be counted. The period of study shall normally be continuous unless the otherwise permitted in accordance with these regulations.

## **Equality and Diversity**

- 12.11 The ICCA will have due regard to its duties under the Equality Act 2010 and conduct equality impact assessments before making major changes to any programmes. The ICCA ensures that students and staff are aware of the [Equality and Diversity Policy](#) which will be published on the ICCA website/VLE and available from the ICCA administrative office.

- 12.12 The principles of equality and diversity are embedded in admissions processes, course design and delivery, and staff are provided with appropriate equality and diversity and/or cultural awareness training. The ICCA will use its own and BSB data on student performance to identify any equality and diversity issues to be explored.

## **Progression Requirements**

- 13 Minimum progression requirements apply to progress from Part One to Part Two of the ICCA Bar Course.
- 13.1 The progression requirements for the ICCA Bar Course will be listed in the programme specification.
- 13.2 The usual minimum progression requirements to enable a student to progress from Part One to Part Two of the ICCA Bar Course is 40 credits at Level 7 on Part One (which shall be achieved on successful completion of all Part One assessments at the first or second sit) such credits to be transferred towards the final award of Postgraduate Diploma in Bar Practice (PGDip) by King's College London and recognised as prior learning by King's College London as the ICCA's validating academic partner.
- 13.3 In exceptional circumstances, the Dean of the ICCA may recommend to the ICCA Examinations Board that a student be permitted to progress onto Part Two of the ICCA Bar Course before they have successfully completed all Part One assessments. If the Examinations Board permits a student to progress in those circumstances, the student will be expected to successfully complete any outstanding Part One assessments at the next available sitting (excluding any sitting discounted due to a successful application to defer by reason of mitigating circumstances). Failure to do so may result in the student's registration being terminated under regulation 53 of these academic regulations.
- 13.4 The BSB sets the standard for the pass mark for the centralised assessments, details about which can be accessed via the BSB website pertaining to centralised assessments, marking and results.
- 13.5 Progression to Part Two is subject to time limits for the purpose of preventing students progressing to the pupillage or work-based learning component of Bar training (usually fulfilled by pupillage) with stale or outdated knowledge (see 10).

## **Awarding of credit**

- 14 To be awarded credit, the whole module must be passed.
- 14.1 In order to complete and gain credit for the modules on Part One of the ICCA Bar Course a student must pass to the standard prescribed by the BSB, the corresponding assessments for those modules. In order to complete a module and gain credit for that module on Part Two of the ICCA Bar Course a student must undertake the prescribed period of study and pass all module assessments to the standard prescribed by the ICCA, and satisfy any other conditions

which may be set out by the ICCA.

- 14.2 Credits for individual modules on the ICCA Bar Course shall be set out in the Programme and Module Specification. Credit for a module cannot be divided.

## **Fee Payment Terms and Conditions**

- 15 Fees are payable in accordance with these Regulations and those fees applicable to Parts One and Two as published on the ICCA website. The timely payment of the correct fees is the responsibility of the student.

## **Setting and Publication of Tuition Fees**

- 15.1 Fees are set, reviewed and published by the Finance and Operations Committee of the ICCA. The ICCA reserves the right to increase Course fees annually, to reflect changes in the cost of delivering the programme and any changes to regulatory costs. Fees and payment instructions will be published in the online prospectus and will be included in the offer letter to each student.

## **Deposits**

- 15.2 No deposit is payable by any student who accepts an offer of admission to the ICCA Bar Course.

## **Part One Fees**

- 15.3 The fee for Part One of the ICCA Bar Course shall be payable on enrolment in accordance with the enrolment instructions published on the ICCA website.

## **Part Two Fees**

- 15.4 There shall be no fee payable for Part Two of the ICCA Bar Course until the successful completion of Part One.
- 15.5 A student who discontinues the ICCA Bar Course during Part One or following completion of Part One, either due to failing Part One or otherwise choosing not to continue to Part Two, shall not be liable for Part Two fees.
- 15.6 The fee for Part Two of the ICCA Bar Course shall be payable either in full on enrolment or in equal instalments in accordance with the enrolment instructions as published on the ICCA website. Payment for Part Two of the ICCA Bar Course is as follows:
- a) Payment in full on enrolment; or
  - b) 50% at enrolment and the balancing 50% of the fee at the mid-way point of the Part Two course; or
  - c) 25% at enrolment and the balance of the fee in three equal instalments of 25% at monthly intervals thereafter.

No additional fees or interest will be incurred by those who prefer to stagger the payment of their fees.

## **Cancellation and Refunds**

- 15.7 Part One Students have a right to cancel their registration on Part One within 14 days of enrolment. A student's right to cancel is in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and permits a student a 'cooling off' period of 14 days to make a decision as to whether or not they wish to proceed with Part One of the ICCA Bar Course. A student who wishes to cancel must contact the ICCA Finance Department within 14 days of enrolment in accordance with the information on the ICCA website Part One enrolment pages. Following cancellation in accordance with these Regulations and the instructions on the ICCA website, the ICCA will cancel registration and refund the Part One Course fees within 14 days.
- 15.8 In the event of cancellation in accordance with 15.7, the ICCA shall not be responsible for any additional costs incurred by the student (see 15.26).
- 15.9 The ICCA shall allow for fee refunds on Part Two of the ICCA Bar Course as follows:
- a) If a student has paid the entirety of the Part Two fee on enrolment but chooses to discontinue their studies before the mid-point of the course (which shall be the final weekday of the tenth week of Part Two of the ICCA Bar Course), they will be refunded 50% of their fees.
  - b) A student who has chosen to pay their fees in instalments as provided for in 15.6 (b) or (c), above, but chooses to discontinue their studies before the midpoint of the course will be liable for the first 50% of their fees but will not be liable for the balancing 50% of the Part Two fee. No refund shall be available to any such student who withdraws from the course after the mid-point (i.e., the final weekday of the tenth week of Part Two of the ICCA Bar Course).
- 15.10 No refunds shall be payable to students after enrolment on Part One after the statutory 14-day 'cooling off' period referred to at 15.7, whether or not the student successfully completes Part One.
- 15.11 A student whose registration is terminated in accordance with these regulations through misconduct or otherwise shall not be entitled to any refund of fees.

## **Awards and Financial Hardship**

- 15.12 The ICCA does not offer scholarships but does operate a Hardship Fund. Students experiencing difficulty in meeting fees due to financial hardship, or otherwise, must contact the ICCA Registry Services Manager as soon as possible and any application for financial assistance will be considered on a case-by-case basis.

## **Interest and Collection Charges for Unpaid Fees**

- 15.13 The ICCA reserves the right to charge interest at the Bank of England base rate, to pass on commission fees incurred as a result of instructing a third-party collection agent and to take legal action, through the courts, to recover any outstanding debts. For the avoidance of doubt, suspensions and cancellation of registration related to debt will only be

imposed for the non-payment of debts for tuition fees or tuition-related fees.

## **Payments by Cheque**

- 15.14 All cheques must be made payable to the Council of the Inns of Court. The ICCA reserves the right to charge an administration fee in respect of dishonoured cheques.

## **Outstanding Fees**

- 15.15 A student who has not settled all outstanding debts for tuition or tuition-related fees will be sent a notification of impending suspension and given 14 days to make full payment. With immediate effect:
- a) access to the VLE will be restricted;
  - b) coursework/assessment results will not be ratified by the Examinations Board;
  - c) coursework/assessment results (including individual module marks; ICCA Bar Course classification; King's College London PGDip award) will not be released to the student and such results will not be released to any third party, including the Inns;
  - d) the student will not be permitted to graduate or re-enrol.
- 15.16 Until such time as they are formally suspended, a student, who has received a notification of impending suspension, will be required to sit assessments/submit coursework but will not have indicative or formative assessment marks released, nor have the marks for any assessment taken ratified by the Examinations Board.
- 15.17 A student who fails to make payment within the 14 days of the notification of impending suspension will be sent a letter by the ICCA informing them that they have been formally suspended. In addition to the above restrictions, the act of suspension from the ICCA means a total prohibition on attendance at or access to the ICCA, including its teaching facilities and the student:
- a) will not be permitted to sit assessments/submit coursework;
  - b) will not be permitted to use computing facilities or services;
  - c) will not be permitted to attend classes;
  - d) will not be permitted to access Student Records.
- 15.18 A student who misses an assessment deadline as a result of suspension under the above will not be considered to have attempted that assessment. Students who subsequently have their suspension lifted will be permitted to sit the assessment at the next available opportunity without further penalty.
- 15.19 Where a student misses a coursework deadline as a result of suspension but subsequently has their suspension lifted, the ICCA shall exercise its discretion to determine the most reasonable course of action to enable the student to proceed with their studies.
- 15.20 Any period of suspension where the suspension is subsequently lifted will not count towards the student's period of registration for the purposes of 10.2 of these Regulations (Maximum Period of Registration) but such a period of suspension will count towards the Bar Standards Board's longest period of five years in which students are required to

pass assessments in all modules in order to be called to the Bar (see 10.4).

- 15.21 Students who take an assessment and/or submit coursework but are subsequently suspended will not have their marks released nor their marks ratified in accordance with the above. Should the student subsequently have their suspension lifted, their marks will be released, and consideration of their results should follow as soon as possible (including by Chair's action if no meeting of the Examinations Board is scheduled to take place within a reasonable timeframe), unless the student's registration has been cancelled as below.
- 15.22 A student who is suspended under the above may have their ICCA registration cancelled after 14 days' written notice. They will have an opportunity to discuss any unpaid charges with a member of the Finance Department of the ICCA.
- 15.23 Students whose registration is cancelled under the above remain liable for payment of fees owing. Students who subsequently pay the outstanding sums must re-apply to reenrol on the ICCA Bar Course. Acceptance on to the programme and accreditation of previous study will be subject to the admissions requirements of the ICCA applicable at the time of re-application.
- 15.24 A student who withdraws or interrupts from the programme may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the sum owing within 14 days of the date of invoice.
- 15.25 Students who have not settled all outstanding debts for tuition or tuition-related fees shall not have results released to them (including individual module marks; ICCA Bar Course classification; King's College London PGDip award), nor will any such results shall be released to any third party, including the Inns of Court.

## **Fees for Students following a period of deferral, suspension or interruption of studies**

- 15.26 Students who defer enrolment onto the ICCA Bar Course shall be charged the usual fee applicable to that cycle of students at the time of enrolment.
- 15.27 Enrolled students who return to the ICCA Bar Course following a period of suspension shall be charged pro rata the usual fee applicable to that cycle of students they return to.
- 15.28 Students who interrupt their studies on the ICCA Bar Course may, at the discretion of the ICCA, be charged pro rata the usual fee as applicable to that cycle of students they rejoin.
- 15.29 The usual fee will be the published fee as applicable to that cycle.

## **Additional Costs for Students**

- 15.30 In addition to the ICCA course fees applicable to Part One, students admitted to Part One of the ICCA Bar Course are responsible for:
  - a) the cost of the Bar Course Aptitude Test (BCAT);

- b) Costs associated with joining an Inn as a student member, Inns' Qualifying Sessions and activities specifically organised by the Inns.
- 15.31 The BCAT is required by the BSB for Admission to the ICCA Bar Course (see the Entry Criteria for details) and is administered by the BSB and not the ICCA.
- 15.32 Student membership of an Inn is distinct from admission as a student to the ICCA Bar Course. All costs associated with Inn membership, call to the Bar, Qualifying Sessions and other activities of the Inns (not specifically included within the ICCA Bar Course) shall be the responsibility of the student and not of the ICCA.

## ICCA Calendar

- 16 The ICCA Bar Course runs in two independent cycles commencing in August and January of each year.
- 16.1 The ICCA Bar Course cycles for each student cohort are as follows:
  - a) Cycle 1 - Part One September; Part Two March of the following year;
  - b) Cycle 2 - Part One January; Part Two September
- 16.2 A timetable and study planner for each student cohort shall be accessible on the ICCA website and/or VLE.

## Learning and Teaching Facilities

- 17 The ICCA will ensure that its learning and teaching facilities are appropriate to achieve the outcomes necessary to the ICCA Bar Course and the level of the award. The ICCA Bar Course is validated by King's College London, however, ICCA students are not registered as students of King's College London and are not entitled to use any services or facilities of King's College London other than where specifically stated in these Academic Regulations or associated Policies.

## ICCA Bar Course Part Two Staffing

- 17.1 The ICCA is committed to providing a high-quality learning and teaching experience to all students and shall ensure that staff are employed on all academic and administrative tasks sufficient to enable them to achieve those learning outcomes in the programme and module specification.
- 17.2 All staff will be qualified to perform their role and will keep up-to-date with areas of professional development relevant to their role, in line with the staff development policy of the ICCA. Such CPD includes subject matter expertise, student well-being and equality and diversity training. The ICCA has a [Teaching and Learning Strategy](#) (T&LS) which sets out the ICCA's initiatives and Guiding Principles.

## Class sizes

- 17.3 The size of taught groups on Part Two of the ICCA Bar Course will be appropriate to the skills



session being taught and the type of activity involved. The ICCA will teach in small groups, usually comprising no more than 6 students, for the teaching of advocacy and conference skills where interaction with every student in the group is fundamental to delivery and individual feedback is part of the session. The ICCA will teach in larger groups, usually comprising no more than 12 students, for Opinion Writing and Drafting skills courses which are better suited for delivery of knowledge and demonstrations but where interaction is more limited.

## **Virtual Learning Environment**

- 17.4 The ICCA will employ a virtual learning environment (VLE) for all Bar Course students appropriate for delivery of the programme module information and skills. All teaching on Part One of the ICCA Bar Course will be via the VLE. Part Two students will have access to the VLE to gain access to teaching and study materials other than provided in taught classes other activities.

## **ICCA Bar Course Administration and IT**

- 17.5 The ICCA has a dedicated Registry Services Team to support ICCA Bar Course students.
- 17.6 The ICCA provides technical IT support to staff. Students are expected to use their own IT. Where IT systems and internet access are used within the Inns' libraries or other study space, support is available through the Inns' IT departments. Students with specific accessibility requirements will be dealt with on a case-by-case basis and software and hardware support may be made available. An online and telephone helpdesk will be available to support VLE users.

## **Library and Legal Research Facilities**

- 17.7 Students who are student members of an Inn may normally use the library facilities of the Inns. The ICCA does not otherwise provide library facilities to Part One students.
- 17.8 The ICCA provides access via the VLE, to online library and research facilities for Part Two students.

## **Teaching Accommodation and Facilities**

### **ICCA Bar Course Part One**

- 17.9 Part One of the ICCA Bar Course is an online course of study designed to enable students to achieve those learning outcomes and competences in the programme and module specification of Part One without an attendance requirement.
- 17.10 Part One students shall be provided access to a Virtual Learning Environment (VLE) and to such other online facilities as deemed appropriate by the ICCA to enable students to achieve those learning outcomes and competences in the programme and module specification of Part One.



## **ICCA Bar Course Part Two**

- 17.11 Part Two students will have access to a VLE and to teaching accommodation and facilities appropriate to enable students to achieve those learning outcomes and competences in the programme and module specification of Part Two.
- 17.12 The ICCA has teaching spaces appropriate for the Bar Course including:
- a) appropriate acoustics and sight lines for the purpose of teaching those skills within the Part Two programme and module specification;
  - b) audio and video recording equipment for skills sessions to be recorded and made available to students outside of classroom sessions;
  - c) facilities to display learning and teaching materials to enhance the student experience.

## **Personal Tutors, Pastoral support and Counselling Services**

- 17.13 Students on Part One of the ICCA Bar Course will be allocated a designated Personal Tutor to provide pastoral support and guidance. Students on Part Two of the ICCA Bar Course will be allocated a designated Personal Tutor to provide pastoral support and academic advice on issues including:
- a) study skills; b) assessments technique;
  - c) contacting staff;
  - d) withdrawal and deferral;
  - e) appeals.
- 17.14 Counselling services and information about how to access them will be available to each student via the ICCA website and/or VLE. Students may also contact their designated Personal Tutor to receive information on how to access these services. The ICCA will provide a clear referral process. Students should refer to the Wellbeing section of the ICCA Student Handbook.

## **Support for Students with a Disability**

- 17.15 The ICCA will make all reasonable adjustments to accommodate students with a disability.
- 17.16 The ICCA will provide clear and accessible procedures to identify and evaluate support requirements for any student with a disability. Further details are contained within the enrolment sections on the ICCA website/VLE and in the ICCA Student Handbook.

## **Learning Support**

- 17.17 The ICCA will accommodate and assist students with learning support needs to provide an environment that gives all students an equal opportunity for learning and studying at the ICCA.
- 17.18 Students with a diagnosed Specific Learning Difficulty (SpLD) or a medical condition (including mental health), that may affect learning and studying at the ICCA, can apply for learning and studying support by way of an Inclusion Plan in accordance with information

published in the ICCA Bar Course [Student Handbook](#).

- 17.19 Students may also apply for Personalised Assessments Arrangements (PAA) to assist with summative assessments at the ICCA (see 34 below) in accordance with the Personalised Assessments Arrangements Procedure.

## Careers Advice and Pro Bono Opportunities

- 17.20 The ICCA will provide students with a Careers Service, including guidance on pupillage applications and interviews, pursuing a career at the Bar, and alternative career choices where transferable skills from the ICCA Bar Course are identified. This service will be available to all students for the entire period during which they are enrolled as a student on the ICCA Bar Course. Students who complete Part Two of the ICCA Bar Course will also be able to access the ICCA Careers service for a period of one year after the termination of their studies at the ICCA, subject to availability of the Careers Advisers, irrespective of whether they passed or failed the Bar Course. Details of the careers services available are contained in the ICCA Student Handbook and on the ICCA website and/or VLE.
- 17.21 The ICCA will provide students with information about opportunities for undertaking Pro Bono activities, including the value of these activities in enhancing their vocational development and employability.

## Prayer Facilities

- 17.22 Students on Part Two of the ICCA Bar Course may use the designated facilities at their Inn of Court for private prayer or request the use of a private room at the ICCA Hub on 33 Chancery Lane.

## Destinations Data

- 17.23 The ICCA will use best endeavours to collect meaningful destinations data from graduates for up to five years after graduation and encourages former students to provide such data.

## Assessment

- 18 The purpose of assessment is to allow candidates to demonstrate the Competences set out in the Professional Statement.
- 18.1 The course contains two types of assessment: formative and summative.
- Formative assessment is employed for student development and does not count towards the final mark or classification. The ICCA is responsible for setting and marking formative assessments and shall give feedback to enable student improvement and progression.
  - Summative assessments shall all count towards the final mark and classification awarded on the ICCA Bar Course and the award of the King's College London - Postgraduate Diploma in Bar Practice.
- 18.2 Each summative assessment will be preceded by at least one formative assessment on

which students must receive individual tutor feedback.

- 18.3 It will be clearly communicated to students which assessments are formative and which are summative.
- 18.4 Unless otherwise specified, references to assessments below are to summative assessments.
- 18.5 Students are normally required to complete the ICCA Bar Course within the ICCA maximum registration period of three years (see 10.3, above). Students must, in any event, meet the requirement set by the Bar Standards Board that candidates studying the vocational component must pass assessments in all subjects within five years of the date of enrolment in order to be called to the Bar (see 10.4, above).
- 18.6 Assessment regulations will conform to the BSB assessment framework. All assessment will be conducted in accordance with the QAA UK Quality Code for Higher Education.

## Register of Students

- 19 Students registered for assessments are expected to be present or submit on the dates specified. Failure to do so may result in a mark of zero.
- 19.1 The ICCA shall maintain an accurate record of enrolled students eligible to take assessments.

## Assessment Timetables

- 20 The timetables for the assessments in Part One and Part Two shall be published by the ICCA for each cohort at the commencement of their studies.
- 20.1 Part One assessments are BSB Central Examination Board (CEB) centralised assessments, the dates for which are set in advance by the BSB and not by the ICCA. The BSB will prescribe the number of available sittings in each year.
- 20.2 All assessments in Part Two of the ICCA Bar Course will have dates and deadlines determined by the ICCA.
- 20.3 Assessment dates set by the ICCA will not be indirectly discriminatory and will avoid, wherever possible, clashing with significant religious holidays.

## Assessment Setting, Marking and Moderation

- 21 The ICCA shall maintain clear and transparent processes for the setting, marking and moderation of assessments on Part Two of the ICCA Bar Course. Details can be found in the ICCA [Assessment Setting, Marking and Moderation Policy](#).

## Part One Assessments

- 21.1 All assessments in Part One of the ICCA Bar Course are centralised assessments. These assessments are set on behalf of the BSB by the Central Examination Board (CEB). The CEB comprises a Chair, teams of examiners (a Chief Examiner and Assistant Chief

Examiners for each knowledge area), and senior staff from the BSB. The Chair and the examiners contribute a mix of both academic and practitioner experience. Psychometric and assessment experts support the work of the CEB. The work of the CEB is subject to oversight by an independent observer. The ICCA takes no part in the setting or marking of centralised assessments.

## **Part Two Assessments**

- 21.2 The setting, marking and moderation of assessments by the ICCA on Part Two of the ICCA Bar Course shall be conducted in accordance with the ICCA Assessment Setting, Marking and Moderation Policy and associated procedures.
- 21.3 The Assessment Setting, Marking and Moderation Policy shall be reviewed annually. Any amendments to the policy must be approved by the ICCA Education Committee.

## **Module Assessment Methods**

- 22 Modules are assessed by those methods appropriate to the level as set out in the programme and module specification and in accordance with the BSB examination regulatory framework.

## **Assessment Component Requirements**

- 23 The assessment requirements and weighting of each component of the ICCA Bar Course shall conform to regulatory requirements and are set out in the programme and module specification, available on the ICCA website and/or VLE. To pass the ICCA Bar Course and achieve the King's College London Postgraduate Diploma award students must pass every assessment.

## **No Credit Across Modules**

- 23.1 The ICCA does not permit marks gained in one ICCA Bar Course module to be credited towards marks in another module.

## **No Compensation for Failure**

- 23.2 Under no circumstances may a student's overall performance on the course compensate for partial failure in a module assessment for the ICCA Bar Course. All components of the course must be taken and passed to the requisite standard.

## **Confidentiality of Assessment Papers**

- 24 Examiners shall preserve the confidentiality of unseen assessment papers until taken by students.
- 24.1 Disclosure of questions in advance of an unseen assessments is an offence and may lead to action being taken under the disciplinary procedures of the ICCA.
- 24.2 Examiners are required to preserve the confidentiality of any individual questions that

are intended to be used, or reused, for assessment.

- 24.3 Individual programme regulations may prescribe conditions for assessment where prior disclosure of questions is applicable. In such cases the question papers must be made available to students at the same time.
- 24.4 Examiners will ensure that information relating to assessment is held securely in accordance with relevant ICCA policies and procedures in relation to the processing of personal data.

## **Identification of Students**

- 25 The identity of students shall be withheld from all examiners of written summative assessments in so far as is practicable until the complete marking process has been conducted.
- 25.1 Members of the ICCA Examinations Board and ICCA Education Committee shall have the right to see the scripts and any other assessed work, including coursework, of any student on an ICCA Bar Course Part Two module.

## **Assessment Scripts, Recordings, Answers and Marking Material**

- 26 ICCA Bar Course Part Two marking material including assessment scripts and film recordings and examiners' marking notes of oral assessments are the property of the ICCA and shall be held securely. Answers provided by students in Part One Assessments to Multiple Choice and Single Best Answer Questions are the property of the BSB and are not set by or provided to the ICCA.

## **Part One Assessments**

- 26.1 Answers provided by students in Part One Assessments to Multiple Choice and Single Best Answer Questions are machine-marked by the BSB and not the ICCA.

## **Part Two Assessments**

- 26.2 Marking material shall be distributed to Examiners and/or Assessors in accordance with the instructions from the ICCA Education Committee.
- 26.3 Marking material and lists of marks are confidential. Such material may be delivered by hand (including by courier), through 'recorded delivery' or by other secure process. Internal mail arrangements will not be used, unless circumstances prevent all other forms of delivery.
- 26.4 Examiners will make and retain a copy of mark lists or other assessment details before passing on scripts, etc. to another marker or to the Chair of the Examinations Board.
- 26.5 The ICCA shall ensure that clear processes are maintained to record the delivery and receipt of marking material and lists of marks.
- 26.6 Scripts for written assessments and examiners' marking notes of oral assessments will not be provided to students save as required by law. However, save where the regulations

otherwise provide, scripts and marking notes relating to formative assessments may be returned to students.

## Marking Range

- 27 All Part Two assessments are marked out of 100 in accordance with the specific marking criteria for each Bar Course module as contained in the ICCA Bar Course Programme and Module Specification. Examiners should use the full range of marks.
- 27.1 The specific marking criteria and individual module outcomes are contained in the ICCA Bar Course Programme and Module Specification.

## The 'Fatal Flaw' Rule

- 28 The 'fatal flaw' rule may be applied in ICCA Bar Course Part Two skills assessments (Advocacy, Opinion Writing (incorporating Legal Research), Drafting, Conference Skills and Professional Ethics) in accordance with the BSB Curriculum and Assessment Strategy.
- 28.1 A student will fail a skills assessment if it is considered that they have committed a 'fatal flaw', even if they have otherwise gained sufficient marks in order to pass. A fatal flaw could be , but is not limited to:
  - a) a significant and grave error of law or procedure;
  - b) an error in legal or case analysis that is so clearly incorrect that it would put the interests of the client(s) at risk;
  - c) an error in legal or case analysis that is so clearly incorrect that it puts the barrister at risk of liability for negligence or a disciplinary finding.

## Scaling of Marks

- 29 The ICCA shall not scale assessment marks for ICCA Bar Course Part Two assessments. The passing standard for Part One centralised assessments may differ between sittings and is the remit of the BSB and not the ICCA.
- 29.1 The mark required to achieve the pass standard in each of the Part One centralised assessments is determined by the BSB Central Examination Board (CEB), and not by the ICCA, at each sitting by a process of standard setting that reflects the difficulty of the questions used in each assessment. The passing standard is the same for every centrally assessed examination, but the mark required to achieve that passing standard may differ between sittings. Best practice for standard setting to determine the pass mark involves a systematic way of gathering value judgements, reaching consensus and expressing that consensus as a single score on a test. The CEB uses test-centred standards. Each candidate's performance is judged solely in relation to the passing standard, irrespective of the performance of the group of examinees on each assessment. The approach of the CEB to setting the passing standard is contained in the BSB Handbook and BSB

curriculum and assessment strategy.

- 29.2 Scaling of module marks or final overall scores in Part Two to a predetermined distribution shall not be employed by the ICCA examiners.

## **Confidentiality of Summative Assessment Results**

- 30 Results of summative assessments are confidential until the ICCA Examinations Board has met to ratify the results.

## **Publication of Summative Assessment Results**

- 31 Summative assessment results will be communicated to all students within a cohort at the same time and in the same manner, once ratified by the Examinations Board.
- 31.1 The ICCA does not provide students with provisional marks or results (i.e., post-marking but prior to ratification by the ICCA Examinations Board).
- 31.2 The ICCA will only publish marks/results which have been ratified by the ICCA Examinations Board.
- 31.3 The only occasion when a decision relating to results ratified by the ICCA Examinations Board can be modified is under the provisions of the academic appeals process.
- 31.4 Students will be advised of their marks routinely after the results have been ratified by the ICCA Examinations Board.
- 31.5 The provision of final module results from the ICCA will include whether the result for each module was achieved at the first or second attempt.
- 31.6 The ICCA shall securely maintain records of individual student results for a period of 5 years from completion of the ICCA Bar Course or withdrawal from Part One or Part Two, such period being determined by the period of validity of the qualification as specified in the Bar Qualification Rules in the [BSB Handbook](#).
- 31.7 The assessment marks of individual students may be released on request to Government agencies and Research Councils for the purposes of assessing applications for studentships for postgraduate degrees; to AETOs within the United Kingdom for the purposes of credit transfer; to the BSB for the purpose of compliance with the ICCA's regulatory requirements; to the student's Inn of Court for the purpose of call to the Bar; as otherwise required for regulatory purposes.

## **Reassessment/Failure**

- 32 Reassessment is not permitted for assessments of any module assessment already passed by students. For a failed assessment, one reassessment opportunity is permitted. The final module mark following reassessment is capped at the relevant pass mark.

## Part One Assessments

- 32.1 A student will not be permitted to enrol on Part Two of the ICCA Bar Course where any Part One module centralised assessment has been failed at both the first sit and the first reassessment attempt (excluding any assessment discounted due to mitigating circumstances). In these circumstances, the student's registration will be terminated.
- 32.2 The final module mark following any reassessment will be capped at the relevant pass mark.
- 32.3 The individual assessment marks will be recorded uncapped on the student administration system but the overall module mark will be capped at the relevant pass mark.
- 32.4 All assessments on Part One of the ICCA Bar Course are centralised assessments set by the BSB's CEB. The dates for centralised assessments are determined by the BSB and normally take place in April, August and December of each calendar year. For this reason, following a first sit assessment failure a candidate may be unable to attempt reassessment in time to meet the enrolment and commencement dates of next available ICCA Part Two course. A student so affected, who is successful on reassessment, will be permitted to enrol on the next available ICCA Part Two.
- 32.5 For the reasons outlined at 32.4, a student deferring an assessment may be unable to attempt a first assessment or first reassessment in time to meet the enrolment and commencement dates of next available Part Two course. A student so affected who is successful on the first assessment or first reassessment will be permitted to enrol on the next available ICCA Part Two course.

## Part Two Assessments

- 32.6 Where a student fails an assessment of any module in Part Two of the ICCA Bar Course, no more than one reassessment attempt is permitted (excluding any assessment attempt discounted due to successful application by reason of mitigating circumstances).
- 32.7 When a student is reassessed in a module, in no case shall the final module mark be higher than the relevant pass mark. Where the student fails to achieve a pass level for reassessment, the mark of the second assessment attempt will be recorded.
- 32.8 The individual assessment marks will be recorded uncapped on the student administration system, but the overall module mark will be capped.
- 32.9 Reassessment shall be held at the next available sitting of that assessment as published on the assessments timetable.
- 32.10 Where a student has exhausted the permitted assessment attempts, and where this would prevent a student successfully completing their programme of study, the student's registration will be terminated.



## Mitigating Circumstances, Absences and Late Arrivals/Submissions

- 33 The ICCA considers mitigating circumstances as recognisably disruptive or unexpected events beyond the student's control that might have a significant and adverse impact on their academic performance. Individual or overall marks will never be raised due to mitigating circumstances.
- 33.1 A student who attends, submits or participates in any form of assessment shall be considered by the ICCA to be in a position so to do; that is to say, they do not believe that they are affected by any mitigating circumstances, as defined above, which would have a significant and adverse impact on their academic performance. As such, any result achieved in that assessment will stand, subject to the exception provisions below.
- 33.2 Additionally, for summative assessments requiring attendance on Part Two of the ICCA Bar Course, the ICCA operates a 'Fit to Sit' policy whereby the student declares fitness to sit the assessment, in that they do not believe that they are affected by any mitigating circumstances, as defined above, which would have a significant and adverse impact on their academic performance. If a student self-declares fitness to sit the assessment, a subsequent mitigating circumstances claim will not, subject to the exception provisions at 33.5 to 33.6, below, be taken into consideration and any result achieved in that assessment will stand.
- 33.3 Failure or refusal by a student to sign a 'Fit to Sit' certificate at an assessment shall allow the assessor or invigilator to remove the student from the assessment. The assessment sitting shall stand unless the student is subsequently granted an authorised absence for mitigating circumstances in accordance with these provisions.

### Absence from summative assessments owing to mitigating circumstances

- 33.4 At the discretion of the ICCA Examinations Board, a student may be granted an authorised absence from a summative assessment for which they are registered, provided that they submit a [mitigating circumstances form](#) prior to ratification of results and not more than 7 calendar days after the date of the assessment or submission deadline. Supporting evidence must be submitted with the mitigating circumstances form or, providing the mitigating circumstances form has been submitted within the timeframe outlined above, within 21 calendar days of the date of the affected assessment.
- 33.5 Exceptionally, a student who presents themselves for an assessment or submits coursework and/or (where applicable) signed the 'Fit to Sit' certificate may, at the discretion of the ICCA Examinations Board, be retrospectively granted an authorised absence from that assessment provided that they submit evidence of mitigating circumstances normally no more than seven calendar days after the date of the assessment or submission deadline. Bona fide supporting evidence must be submitted with the mitigating circumstances form or within 21

calendar days of the date of the affected assessment.

- 33.6 The mitigating circumstances form and supporting evidence will be reviewed in the first instance by the ICCA Bar Course Leader (or nominee) who will decide whether to recommend to the ICCA Examinations Board that a student be granted an authorised absence.
- 33.7 In exercising their as to whether to recommend that a student be granted an authorised absence, the Bar Course Leader (or nominee) must be satisfied that the mitigating circumstances would: a) prevent or have prevented the student from sitting the assessment or submitting the assessment within the given timeframe; or b) have or had a significant and adverse impact on the student's performance in the assessment.
- 33.8 Additionally, in considering whether to recommend that a student be granted an authorised absence retrospectively, the Bar Course Leader (or nominee) must be satisfied that the student has provided a good reason as to:
- a) why they did not follow the mitigating circumstances procedure before they presented themselves for an assessment or submitted coursework; and
  - b) (for assessments requiring attendance) why they signed the 'Fit to Sit' form.
- 33.9 Where the Bar Course Leader (or nominee) is satisfied that the conditions at 33.4 to 33.8, above, have been met, they will recommend to the ICCA Examinations Board that the student be granted an authorised absence from the assessment.
- 33.10 If the Bar Course Leader (or nominee) decides not to recommend to the ICCA Examinations Board that a student should be granted an authorised absence under 33.9, above, the student will have the opportunity to resubmit a mitigation circumstances form, along with any additional evidence, to the Bar Course Leader within 5 working days of the date that decision was communicated to them. If the resubmission is also rejected, the student has the right to appeal within 20 days of that decision, using the ICCA Academic Appeals Procedure.
- 33.11 Where the Bar Course Leader (or nominee) does recommend to the ICCA Examinations Board that a student should be granted an authorised absence under 33.9, above, and the ICCA Examinations Board is also satisfied that the conditions at 33.4 to 33.8, above, have been met, the student will be granted an authorised absence from the assessment. The student will be deferred in the assessment and take a replacement assessment at the next available sitting of that assessment.
- 33.12 Where a student is deferred in an assessment and takes a replacement assessment, they will be examined as if for the first time (or second time if the deferred assessment was itself a second attempt) and the mark for the original attempt will not be considered by the Examinations Board.
- 33.13 A student who is absent from an assessment or fails to submit coursework for an assessment for which they are registered, without having been granted authorisation, will be regarded as having attempted the assessment and will be awarded a mark of zero for that assessment.

- 33.14 Where a student has attended assessment at a first and second sit but either are discounted due to mitigating circumstances, an assessment fee is payable for any third or subsequent sit at the discretion of the ICCA. For replacement attempts, the full range of marks shall be used.

## **Late arrivals and late submissions - summative assessments**

- 33.15 Any student who attends an in-person or online written summative assessment (including multiple-choice assessments) in respect of the ICCA Bar Course will be required to be seated 10 minutes before the scheduled and published time of commencement of the assessment.
- 33.16 Any student who is more than 30 minutes late for an ICCA Bar Course summative written assessment, whether that is an in-person or online BSB centralised assessment on Part One or any in-person or online invigilated written summative assessment (including multiple-choice assessments) on Part Two, will not be permitted to commence the assessment and will result in a score of zero being awarded for that assessment
- 33.17 Any student who is late for a written summative assessment (including multiple-choice assessments), who is permitted to commence the assessment after the start time, but within the first 30 minutes of the assessment, will not be permitted extra time at the end of the assessment.
- 33.18 Any student who is late for an ICCA Bar Course summative oral skills assessment (Conference Skills and Advocacy Assessments) will not, subject to the discretion of the assessor, be permitted to commence the assessment and will result in a score of zero being awarded for that assessment
- 33.19 Where the student instructions for a summative assessment require submission of the assessment or of any required document at a specified time, the assessment or document must be submitted by that time and in the method outlined in the instructions, other than where the student has written approval from the ICCA for a late submission (such as by way of a Personalised Assessment Arrangement). Failure to adhere to required submission times may, at the discretion of the ICCA, result in a score of zero being awarded for that assessment (where the submission is the whole of the assessment) or a score of zero for such part of the assessment as relates to that submission (where the document to be submitted forms part of the assessment).

## **Personalised Assessment Arrangements**

- 34 Students may apply for Personalised Assessment Arrangements (PAA).
- 34.1 Personalised Assessment Arrangements (PAA) provide an environment that gives all students an equal opportunity for assessment.
- 34.2 Students with a diagnosed Specific Learning Difficulty (SpLD) or a medical condition (including mental health) that may affect assessment performance can apply for PAA in accordance with the [Personalised Assessment Arrangements Procedure](#).

- 34.3 All PAA applicants are required to provide supporting evidence confirming their SpLD or medical condition and recommendations. All documents must be dated and signed by their author.
- 34.4 Applications must be made at least 2 calendar months before the assessment for which PAA is sought.
- 34.5 Students with a SpLD or medical condition may also apply for assistance with formative assessments and learning support during their ICCA Bar Course Part Two studies (see Learning Support above and in the ICCA Student Handbook).

## Award

- 35 A student who is deemed by the ICCA to have passed the ICCA Bar Course in accordance with these regulations, will have successfully completed the Vocational Stage of Bar Training and will receive the academic award of a Postgraduate Diploma in Bar Practice (PGDip) from King's College London. All awards have regard to the provisions of the QAA UK Quality Code for Higher Education.

## ICCA Bar Course Classification and Certification

- 35.1 Failure to successfully complete the ICCA Bar Course will lead to a BSB classification of a fail and a PGDip will not be awarded. No exit awards will be conferred by the ICCA or King's College London.
- 35.2 Achieving success in the ICCA Bar Course by passing all modules as required by these regulations shall result in a BSB classification of a pass. Subject to 35.3, the ICCA further categorises individual module passes and the overall average mark on Part Two of the ICCA Bar Course in recognition of a student's level of achievement towards the King's College London award of Postgraduate Diploma in Bar Practice (PGDip) in accordance with the table below.

Classification of the ICCA	Mark
Pass	60-69
Merit	70-84
Distinction	80-100

- 35.3 A Distinction classification shall be awarded only where a student has passed all assessments at a first attempt (not including a first attempt of an assessment for which an authorised absence has been granted due to mitigating circumstances) and either (a) achieved an overall average mark of 80 or over or, (b) where a student achieves 80% or over in 5 of the 7 Modules assessed on Part Two.

- 35.4 A Merit classification shall be awarded only where:
- a) A student has passed all assessments on Part One and Part Two at a first attempt (not including a first attempt of an assessment for which an authorised absence has been granted due to mitigating circumstances) and has achieved an overall average mark of 70-84 for the modules on Part Two of the course; or
  - b) A student has attempted an assessment at a second attempt in no more than one module on Part One or Part Two (not including any attempt for which an authorised absence has been granted due to mitigating circumstances) and has achieved an overall average mark of 70 or over for modules on Part Two of the course, such overall average mark to be calculated to include only the capped mark for the affected assessment.
- 35.5 The transcript of the ICCA Bar Course shall specify the marks achieved by a student in each ICCA Bar Course module on both Parts One and Two of the course, including whether that mark was achieved at the first or second attempt. Attempts that have been set aside due to mitigating circumstances shall not be included. The transcript shall further specify the PGDip classification for each Part Two module and the overall PGDip classification for that student.

## **King's College London Postgraduate Diploma Award**

- 35.6 A student achieving a classification of pass or above on the ICCA Bar Course shall be entitled to the award of a Postgraduate Diploma in Bar Practice (PGDip) from King's College London and shall be provided with a PGDip certificate from King's College London. Certificates state the name of the college, the qualification and shall carry the signatures of the Principal & President and Chair of the Council.

## **Graduation**

- 35.7 Students who pass the ICCA Bar Course and are awarded a Postgraduate Diploma in Bar Practice from King's College London are entitled to attend a King's College London graduation ceremony, such graduation ceremonies to be notified to students in good time during Part Two of the ICCA Bar Course.

## **Conferment and Revocation of Awards**

- 35.8 The ICCA Examinations Board has the authority to confer and revoke the ICCA Bar Course classification and the King's College London award of Postgraduate Diploma in Bar Practice pursuant to these regulations and acting in conjunction with its validating partner King's College London acting under the Charter and Statutes of King's College London.

## **Conferment**

- 35.9 The ICCA Examinations Board is the sole body having delegated authority to recommend the conferment of the awards for which they are responsible.

## **Revocation**

- 35.10 The ICCA Bar Course classification and the King's College London award of Postgraduate Diploma in Bar Practice can be revoked and reissued, or revoked in its entirety under the following

conditions:

- a) when there is satisfactory proof that there was an administrative error in the award made; or
- b) when, subsequent to award, the Examinations Board takes into account information which was unavailable at the time its original decision was made; or
- c) following a recommendation or ruling by the Misconduct Panel established to investigate alleged misconduct. No such recommendation will be made where any decision of the Misconduct Panel is subject to appeal.

## Modification

- 35.11 Except under the provisions of an academic appeal, no decision of a properly convened and constituted ICCA Examinations Board acting within its terms of reference and within the regulations may be modified.

## Academic Appeals

- 36 An academic appeals process is available to students. This cannot be used to challenge academic judgment or discretion. Neither individual module marks nor overall marks will be adjusted as an outcome of this process, save where such marks have been wrongly calculated due to arithmetical error
- 36.1 Other than below, no decision of the ICCA Examinations Board, acting in accordance with ICCA regulations, may be modified.
- 36.2 The appeals process cannot be used to challenge academic judgment; appeals in respect of academic judgment will not be considered.
- 36.3 It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, action may be taken under the provisions of the Misconduct Regulations
- 36.4 The ICCA may pause or stop the consideration of any appeal submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.
- 36.5 If an appeal contains matters which are subject to the Student Complaints procedure, within these Regulations (see 55), which includes complaints in respect of issues which impact on the student's programme of study leading to a King's College London award (see 55.38), consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.
- 36.6 Group appeals are permitted. In the first instance a group should raise any issues with the ICCA Bar Course Leader via their student representative or a nominated member of the group. If the matter is not resolved, the nominated student will then submit the appeal and communicate with the ICCA on behalf of the group. Any outcome of an appeal will apply to all members of the group.

## Stage One Appeal

- 36.7 Students should submit a Stage One Appeal Form within 21 days of the release of ratified results. Appeals received after this deadline will only be accepted at the discretion of the ICCA Bar Course Leader, taking into account those reasons relied upon for the late submission.
- 36.8 A student may appeal on either or both of the following grounds:
- a) where there is evidence that assessment(s) may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to make known before the original decision was reached;
  - b) where there is clear evidence that assessment(s) may have been adversely affected by a significant administrative error on the part of the ICCA or in the conduct of the assessment.
- 36.9 A Stage One appeal may be rejected by the ICCA Bar Course Leader (or nominee) before forwarding to the ICCA Examinations Board for consideration in the following circumstances:
- a) where the appeal is not made on the correct form, or the form is incomplete;
  - b) where the appeal has been submitted late;
  - c) where, if appealing on ground 36.8(a), there is no independent third-party evidence of the mitigating circumstances; or the evidence provided is not a certified translation;
  - d) where the appeal contains no evidence that either of the grounds for review has been met;
  - e) where the appeal relates to a CEB centralised assessment in Part One of the ICCA Bar Course and the procedures for an enhanced clerical error check and/or a review should have been followed;
  - f) where the appeal is frivolous or vexatious; and/or
  - g) where the appeal does not otherwise fall within the scope of this regulation and should be considered under an alternative regulation.
- 36.10 If the appeal is rejected at this stage a student can contest this decision but is not able to submit additional evidence.
- 36.11 Any contestation must be submitted to the Dean of the ICCA within 7 days of the date of notification of the decision. The Dean of the ICCA will consider whether the decision to reject the appeal was made in accordance with these regulations. If the contestation is accepted, the appeal will be passed to the Examinations Board for consideration. If the contestation is rejected, there are no further opportunities for the appeal to be considered by the ICCA and a Completion of Procedures letter will be sent to the student.
- 36.12 The ICCA Examinations Board will normally consider the appeal and report its decision to the Dean of the ICCA within 42 days of the release of results.
- 36.13 The ICCA Examinations Board will decide whether the grounds for appeal have been met or not. Where the ground(s) have been met, the Board will decide whether to modify or confirm its



original decision, including, where relevant, whether to grant an authorised absence from the assessment(s) concerned. Where the ground(s) have not been met, the original decision of the Board stands. The Board may also reject the appeal on any of the filter grounds set out in 36.9, or where the student has challenged academic

judgment. At no stage will the Examinations Board adjust individual or overall mark awarded, save where the Board is satisfied that such marks have been wrongly calculated due to arithmetical error.

- 36.14 A written statement confirming the decision of the ICCA Examinations Board and the reasons for this will be prepared by the Chair of the said Board. This statement should be sent to the Dean of the ICCA and included in the outcome letter which is sent to the student.

## **Stage Two Appeal**

- 36.15 Students may appeal the decision of the ICCA Examinations Board on any or all of the following grounds:

- a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the Stage One submission and that sufficient evidence remains that the appeal warrants further consideration; and/or
- b) that evidence can be produced of significant procedural error on the part of the ICCA in considering the appeal, and that sufficient evidence remains that the appeal warrants further consideration; and/or
- c) giving due consideration to the evidence and representations previously provided, the decision of the ICCA Examinations Board was unreasonable.

- 36.16 Students should submit a Stage Two Appeal Form within 14 days of the Stage One Appeal outcome. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.

- 36.17 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal request within 42 days of receipt. If it is determined that an appeal should be heard, an ICCA Bar Course Appeal Committee will be arranged in accordance with the Appeal Committee Structure.

## **Stage Two Appeal - Appeal Committee**

- 36.18 The student may be represented at the Appeal Committee by another ICCA student member.
- 36.19 Additionally, the student may be accompanied by a family member or a friend, who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.
- 36.20 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the Dean of the ICCA at least 48 hours in advance of the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and



their decision will be final. The Chair of the Appeal Committee may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.

- 36.21 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Appeal Committee members and the Chair, and all documentary evidence, at least 14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Appeal Committee should be raised in writing by the student at the earliest opportunity to the Dean of the ICCA.
- 36.22 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 36.23 The Appeal Committee shall consider the documentary evidence and invite the student and the ICCA Examinations Board Chair (or their nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Appeal Committee wishes.
- 36.24 The absence of the student or the Chair of the ICCA Examinations Board will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 36.25 The Appeal Committee will determine whether there is sufficient reason to challenge the Stage One Appeal outcome. If there is sufficient reason, the Appeal Committee can set aside the decision of the ICCA Examinations Board and replace it with one of its own, or it can refer the case back to the ICCA Examinations Board for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the outcome of the Stage One Appeal will stand.
- 36.26 Where an appeal is upheld, the Appeal Committee may set aside an attempt at an assignment or module and permit the student to be re-assessed in any specific assessment or specific module, not limited to those listed by the student in their appeal. The Appeal Committee has the discretion to consider other decisions, but these must comply with the ICCA's regulations and the relevant programme requirements.
- 36.27 At the conclusion of the Stage Two Appeals process the student will be sent a Completion of Procedures letter detailing the final outcome of the appeal.

## **Office of the Independent Adjudicator**

- 36.28 A student who has exhausted all available appeal procedures of the ICCA who remains dissatisfied with its decision may complain to the independent [Office of the Independent Adjudicator](#) (OIA) in accordance with the procedures, time limits and terms of reference of the OIA.

## Enhanced Clerical Error Checks and Reviews of Part One Assessments

- 37 A student may request the BSB to conduct an enhanced clerical error check and/or a review of a decision of the Central Examination Board (CEB) affecting a Part One centralised assessment.
- 37.1 Assessments for all modules in Part One of the ICCA Bar Course are centralised assessments set on behalf of the BSB by the CEB and all multiple-choice assessment answers are machine-marked by the BSB.
- 37.2 The [Centralised Assessments Regulations governing Student Review](#) have been designed for students who wish to clarify the arithmetical transcription of their marks for Part One assessments and/or request a review of a CEB decision which impacts on a cohort of students. Neither process involves a re-mark of the student's assessment paper.
- 37.3 An enhanced clerical error check is a procedure carried out by the BSB to ascertain whether or not there has been any error in the computation, scaling or transcription of a student's marks at the BSB that may have affected the outcome of an assessment.
- 37.4 A review is a procedure which may be followed by a student who has attempted a Part One centralised assessment in respect of a decision taken by the CEB in confirming cohort marks for that centralised assessment on the following grounds: that, in exercising its discretion to confirm cohort marks the CEB acted irrationally and/or in breach of natural justice.
- 37.5 Students wishing to request a review must wait until the Chair of the CEB's report has been published before submitting their request. To find out when the Chair's report is due to be published, candidates can visit the [BSB website](#).
- 37.6 Applications for enhanced clerical error checks and/or reviews shall be conducted by students in accordance with the BSB procedure as contained in the Centralised Assessments Regulations governing Student Review as published on the BSB website. A fee is payable.

## Interruption, Withdrawal, Suspension and Termination

### Standard of Behaviour Expected of Students

- 38 The standard of behaviour expected of students at the ICCA must be consistent with upholding the good name and reputation of the Bar. As members of the ICCA community, students are expected to adhere to the regulations, procedures, policies and conventions of the ICCA, to show respect for the persons within and for the property of the ICCA community, and to behave in a way that does not interfere with the proper functioning, activities or reputation of the ICCA or its validating academic partner King's College London. Students must take responsibility to familiarise themselves with, and abide by, the rules, regulations and ethical standards required of them while studying the Bar Course at the ICCA.
- 38.1 The standards of behaviour expected of students are set out in the Student Conduct

Policy, the Bullying, Harassment and Sexual Misconduct Policy, the Acceptable Behaviour Statement (annexed to the Bullying, Harassment and Sexual Misconduct Policy) and otherwise within these regulations and related [ICCA policies and procedures](#).

## **Academic Honesty and Integrity**

- 39 Students at the ICCA must adhere to high standards of honesty and integrity when taking assessments during the ICCA Bar Course.
- 39.1 Students shall not commit Academic Misconduct or Poor Academic Practice.
- 39.2 Academic Misconduct is any act or attempted act whereby a student:
- a) Intends to gain an unfair advantage in an assessment or in the determination of results for an assessment; and/or
  - b) Intends to gain an unfair advantage for another student in an assessment or in the determination of results for an assessment; and/or
  - c) Intends to disadvantage another student in an assessment or in the determination of results for an assessment; and/or which
  - d) Undermines or is capable of undermining the integrity or reputation of the ICCA'S examination and assessment processes and/or the awards of the ICCA and/or its academic validating partner King's College London; and
  - e) Where (in relation to a to d, above) there are no mitigating factors which would lead to the actions of the student to be deemed to be Poor Academic Practice.
- 39.3. An advantage is unfair if it places a student in a position they would or might not be in should the assessment, submission or process have been carried out in accordance with the requirements, instructions or conventions for that assessment and/or otherwise in accordance with the ICCA Regulations and Policies.
- 39.4 Poor Academic Practice is any act or omission by a student amounting to a breach of the requirements, instructions or conventions for that assessment and/or otherwise in accordance with the ICCA Regulations and Policies but where on the part of the student:
- a) No intention to gain an unfair advantage is evident; and
  - b) No identifiable advantage was or may have been gained; and
  - c) The breach was due to carelessness or ineptitude; and
  - d) The breach took place in defensible ignorance of those regulations or conventions.
- 39.5 A second or further determination of Poor Academic Practice shall be treated as Academic Misconduct.
- 39.6 Unless otherwise specified, the regulations of the ICCA and the Student Conduct Policy are concerned with summative assessment. Summative assessment is where the mark contributes to the final award classification as opposed to formative assessment, which summarises the participants' development at a particular time, but does not contribute marks towards the overall ICCA Bar Course classification or PGDip award of King's College London. Misconduct identified as part of formative assessment should be dealt with by an individual tutor

or the Course Leader.

## **Inaccurate Enrolment Information**

- 40 If a student is found to have provided untrue or inaccurate information, or to have omitted information at enrolment, registration on the ICCA Bar Course can be terminated immediately and without notice.

## **Precautionary Suspension and Exclusion**

- 41 The Dean may exclude or suspend a student as a precautionary measure, pending the outcome of a disciplinary procedure or on health and safety grounds or on any other ground in the Dean's discretion. A student who is the subject of a misconduct complaint (including a complaint brought against a student by the student's Inn of Court) , or who is the subject of police investigation or criminal proceedings, may as a precautionary measure be suspended or excluded by the Dean of the ICCA pending the outcome of the investigation or the criminal process, including the outcome of any subsequent appeal. A student may also be suspended or excluded on health and safety grounds, or where they are considered a danger to themselves or other members of the ICCA or the Inns.
- 41.1 Failure to comply with the terms of a suspension or exclusion is an offence of misconduct.
- 41.2 The Dean of the ICCA may delegate emergency powers to the ICCA Bar Course Leader, who will be responsible for reporting any suspensions or exclusions.
- 41.3 Exclusion is selective restriction on attendance at or access to the ICCA and its teaching facilities (including premises and facilities of the Inns) and participation in the activities of the ICCA. Suspension is a total prohibition on attendance at, or access to, the ICCA and its teaching facilities (including premises and facilities of the Inns) and participation in the activities of the ICCA. It may be subject to conditions, such as permission to attend an examination. A suspension will only be used where an exclusion is deemed to be inadequate.
- 41.4 The terms of a suspension or exclusion may include a No Contact Agreement, requiring the student to have no contact with a named person or persons.
- 41.5 Suspensions and exclusions are not penalties; the Dean of the ICCA will only impose such measures when it is urgent and necessary to do so. Written reasons for the decision will be recorded and made available to the student in the letter of suspension or exclusion.
- 41.6 Suspensions and exclusions shall normally start with immediate effect. The reasons for the decision will be communicated to the student in writing, as well as information about their right to submit representations against it. Representations must be submitted within five working days of the suspension or exclusion and will normally be reviewed within a further five working days.
- 41.7 Should the suspension or exclusion remain in place, the Dean of the ICCA will review the suspension or exclusion every 28 days, in the light of any developments, or of any

representations made by the student. Reviews of suspensions and exclusions will not involve hearings or meetings.

## **Pending Criminal Proceedings or Criminal Convictions**

- 42 In addition to the requirement to declare relevant criminal convictions and pending criminal proceedings at enrolment, students of the ICCA must inform the Bar Course Leader in writing of any pending criminal proceedings occurring after any enrolment for a Criminal Offence.
- 42.1 Failure to reveal any cautions or convictions for a criminal offence (other than convictions that are 'protected' by law) or pending criminal proceedings will result in misconduct action being taken.
- 42.2 Where a criminal conviction or a breach of these regulations would render the student ineligible to continue on the ICCA Bar Course, the student's registration will be terminated without notice.

## **Misconduct Procedure**

- 43 Where the Dean or any delegated person has reason to believe that the behaviour of a student falls below the expected standards set out herein and/or where the ICCA regulations, procedures, policies or conventions have been breached, the Student Misconduct Procedure set out in the [Student Conduct Policy](#) will be instigated. This extends to alleged misconduct by a student occurring on ICCA premises and when using teaching or other facilities provided to them by the ICCA (including premises of the Inns) or off such premises (including via electronic means, such as email and any social media platform) where the alleged victim is the ICCA itself, a member of the ICCA community, or a visitor to the ICCA or to alleged misconduct occurring during ICCA activities.
- 43.1 The [Bullying, Harassment and Sexual Misconduct Policy](#) is applicable to all students of the ICCA, and underpinning it is the principle that all students registered at the ICCA should be protected from bullying, harassment and sexual misconduct from all other members of the ICCA community. The ICCA community is considered to include all registered students (studying online or in person), staff, visitors and those supporting the work of the ICCA on a voluntary basis. The reporting and investigatory process of complaints about bullying, harassment and sexual misconduct is contained in the Bullying, Harassment and Sexual Misconduct Policy.

## **Student Conduct Policy**

- 44 The Student Conduct Policy should be read in conjunction with these regulations and applies to all students studying the ICCA Bar Course. The policy sets out the procedures for investigation, hearings and appeals, and the potential outcomes for misconduct. The policy provides information and examples of misconduct, both academic and non academic.
- 44.1 The misconduct procedures set out in the Student Conduct Policy shall be followed in all

cases of alleged student misconduct. Where there is uncertainty the Dean of the ICCA has authority to determine the procedure that shall apply. Any such decision shall be final and no reasons for the decision will be given.

## **Standard of Proof**

- 45 There will be a presumption of innocence until a case has been fully considered. Cases of misconduct are brought by the ICCA and the standard of proof is the balance of probabilities.

## **Misconduct which is also a Criminal Offence**

- 46 Where the alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the misconduct investigations or proceedings of the ICCA may be delayed until such time as the police and/or courts have completed their investigations and proceedings.

## **Imprisonment**

- 47 Students imprisoned for a period of 21 days or more will be automatically withdrawn from the ICCA. Any such student will have the right to submit to appeal any such decision by written representations to the Bar Course Leader against this decision, within 21 days of the date of notification of the decision to withdraw. The ICCA Appeals Committee will consider any such appeal.

## **Investigation of Academic Misconduct**

- 48 Investigations into allegations of student misconduct shall be conducted in accordance with those provisions set out in the Student Conduct Policy.
- 48.1 The ICCA will ensure all information is managed in a way that is consistent with this guidance, its Academic Regulations and the provisions of the Human Rights Act, the General Data Protection Regulation, the Freedom of Information Act and any other relevant legislation.

## **Misconduct Panel**

- 49 The Misconduct Panel procedure shall be set out in the [Student Conduct Policy](#).
- 49.1 The Misconduct Panel is responsible for hearing cases of alleged misconduct for the purposes of:
- a) establishing whether the allegation has been proved against the student on the balance of probabilities;
  - b) determining the appropriate penalty having considered the relevant circumstances of the case, including any aggravating and mitigating circumstances.
- 49.2 The Misconduct Panel shall be constituted of at least three persons, none of whom have taken any part in the investigation of the misconduct complained of, as follows:
- a) a Chair appointed from any of the following: i) an ICCA Governor; ii) Dean of the ICCA;
  - b) an independent Panel Member appointed from the Inns;
  - c) a senior member of the ICCA Bar Course faculty.

- 49.3 A decision of the Panel will be reached by a majority vote of the members present on the Panel but will be announced as a decision of the Panel. The votes of the individual Panel members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

## **Decision of Misconduct Panel**

- 50 Should the Misconduct Panel decide that the charge was not established, that decision will be communicated to all persons involved in the case.

## **Misconduct Outcomes**

- 51 Where the Misconduct Panel determines that the charge of Academic Misconduct is established, the Panel will have as its principal aim the protection of the integrity of the reputation, assessment processes and awards of the ICCA and of its validating academic partner King's College London. In deciding upon a permissible outcome, the Panel may take into account all relevant matters. The Student Conduct Policy contains additional information on outcomes. The list of aggravating and mitigating features contained in the policy is not exhaustive.
- 51.1 In accordance with the provisions of the Student Conduct Policy the Bar Course Leader (or nominee) shall have the authority to exercise those powers and determine those outcomes as set out in the Policy.

## **Poor Academic Practice**

- 51.2 Where the Misconduct Panel determines that the charge of Academic Misconduct is not established but the case is one of Poor Academic Practice, the Panel may decide upon one or more of the measures set out below:
- a) the student shall receive a written warning that any further instance of Poor Academic Practice may result in a referral to a Misconduct Panel. The warning will be held on file for the duration of the student's registration and may be referred to in the event of any further misconduct allegation and by a Misconduct Panel at any subsequent misconduct hearing; and/or
  - b) the student shall be required to undergo any relevant educational training or study with a view to preventing a reoccurrence of the Poor Academic Practice. The Panel may attach such conditions as are proportionate in the circumstances (such as to report to a member of staff at the ICCA to demonstrate that the educational work or study has been carried out).
  - c) If the Panel determines there has been any potential assessment advantage gained in the assessment, such potential advantage will be negated by the assessment being submitted to the marking and moderation process to remove such potential advantage. In the event that the moderated mark amounts to an assessment fail, the student shall be entitled to resit the assessment only if the affected assessment was taken at the first attempt.
- 51.3 A single instance of Poor Academic Practice is not a disciplinary finding against a student, but a recognition that a student has fallen below the academic standards required where there



was no intention to gain an advantage. The primary aim of the Panel in these circumstances will be to educate the student to avoid reoccurrence.

- 51.4 In accordance with the provisions of the Student Conduct Policy the Bar Course Leader (or nominee) shall have the authority to exercise those powers as set out in the Policy.

## **Academic Misconduct**

- 51.5 Where the Misconduct Panel determines that the charge of Academic Misconduct is established the Panel may decide upon one or more of the following measures:
- a) a formal written warning, to be retained on the file of the student at the ICCA until the student completes the ICCA Bar Course;
  - b) the assignment of the minimum pass mark to a paper or papers, or assessed work, or both; or
  - c) the cancellation of the results in an assessment/s and a mark of zero returned with a right to resit the assessment as if for the first time (or if the assessment is itself a second attempt, for the second time);
  - d) the cancellation of the results in an assessment/s and a mark of zero returned with a right to resit the assessment as if for the first time (or if the assessment is itself a second attempt, for the second time) but with the result capped at the pass mark for that assessment;
  - e) a recommendation to the Examinations Board that the student's ICCA Bar Course classification and King's College Postgraduate Diploma (PGDip) award be revoked;
  - f) expulsion from the ICCA Bar Course. Readmission will be at the discretion of the Dean of the ICCA based on consideration of the individual student's case;
  - g) in all cases of Academic Misconduct, the ICCA shall report its disciplinary findings to the Inn of Court of the student.

## **Non-Assessment Related Misconduct**

- 51.6 Where the Misconduct Panel determines that the charge of Misconduct is established the Panel may decide one or more of the following measures:
- a) a formal written warning, to be retained on the file of the student at the ICCA until the student completes the ICCA Bar Course;
  - b) payment of compensation for damages;
  - c) conditions for the continuation of student status;
  - d) exclusion for a stated period from specified activities or specified parts of the ICCA or its teaching facilities (including facilities of the Inns). Conditions for re-admittance may be specified;
  - e) suspension for an indefinite period, with an agreed review date;
  - f) a recommendation to the ICCA Examinations Board that the student's ICCA Bar Course classification and King's College Postgraduate Diploma (PGDip) award be revoked;
  - g) expulsion from the ICCA. Readmission will be at the discretion of the Dean of the ICCA based on consideration of the individual student's case.



- h) in all cases, the ICCA shall report its disciplinary findings to the Inn of Court of the student.
- 51.7 The Misconduct Panel may decide that the outcome be imposed immediately or be deferred. The conditions of any such deferment will be clearly stated as part of the decision of the Panel.
- 51.8 The decision and outcome of the Panel will be provided to the student immediately or otherwise normally notified in writing to the student within 7 days of the date of the decision of the Panel.
- 51.9 Where the misconduct hearing arises as a result of a complaint made by another ICCA student relating to the activities of the student towards them (including complaints related to bullying, harassment and discrimination) details of the decision and outcome will also be communicated to the complainant.
- 51.10 A copy of the decision and outcome will be placed on the student's file and may be taken into account in the event of future instances of alleged misconduct (academic or nonacademic) or poor academic practice.

## **Reporting of Misconduct to the Inns of Court**

- 51.11 All cases of Academic Misconduct (excluding a first finding of Poor Academic Practice) and Misconduct shall be reported to a student's Inn of Court in accordance with BSB regulatory requirements. Where there is a disciplinary finding by the ICCA of Academic Misconduct or Misconduct concerning a student on Part One of the ICCA Bar Course who is not yet a member of an Inn, that student shall be under a duty to declare that finding to the Inn in accordance with the admissions regulations and procedures of that Inn. It is a condition of enrolment on Part Two of the ICCA Bar Course that a student joins an Inn of Court prior to enrolment. In addition, the ICCA shall disclose any such finding to the Inn on a request being made by the Inn in accordance with the regulations and procedures of that Inn as part of its admissions process.
- 51.12 Where a student appeals the decision of the Panel in accordance with the appeals procedure below, the disciplinary finding shall not be reported to the Inn until the conclusion of the appeals procedure.
- 51.13 Any request by any student for a 'fit and proper' person reference for Call to the Bar will be checked against internal records of disciplinary offences on both Parts One and Two in deciding if that reference can be authorised. There shall be no obligation on a member of staff of the ICCA to provide a student with a reference for admission to an Inn as a student member or for Call to the Bar and reasons for refusal are not required.

## **Withdrawal of Membership of an Inn**

- 51.14 Where a student's membership of an Inn is withdrawn for disciplinary or other reasons then the student must withdraw from the ICCA Bar Course with immediate effect and their registration shall be terminated. If the student has submitted an appeal against the Inn's decision to withdraw membership, that student shall be suspended from the ICCA Bar Course

under the procedure at 41 of these Regulations until such time as the appeal shall be finally determined.

## **Appeal from a Misconduct Panel**

- 52 Students may appeal the decision of a Misconduct Panel.
- 52.1 Such an appeal may be made on either or both of the following grounds:
- a) there is new evidence that could not have been, or for good reason was not, made available at the time of the Panel, and the case warrants further consideration;
  - b) evidence can be produced of significant procedural error on the part of the ICCA before or during the Panel hearing, and the case warrants further consideration.
- 52.2 The procedure for appealing from a decision of a Misconduct Panel is set out in the Student Conduct Policy. Any such appeal must be submitted within 14 days of the date of the Misconduct Panel outcome. Misconduct Appeal Forms received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 52.3 The Dean of the ICCA will normally advise the student of their decision on the appeal within 42 days of receipt. If the appeal is to be heard, an Appeal Committee will be appointed. If the appeal is rejected, reasons will be given.

## **Appeal Committee**

- 52.4 The Appeal Committee will be constituted of at least three persons as follows:
- (a) a Governor selected by the Board of Governors to Chair this Committee (who must not be the Chair of Governors or the Chair of another Committee);
  - (b) a representative from one of the Inns;
  - (c) a n individual appointed by the Board of Governors (who is not otherwise connected to the Board of Governors, COIC or the Inns).

## **Appeal Committee procedure**

- 52.5 The Appeal Committee procedure shall be set out in the Student Conduct Policy.
- 52.6 The decision of an Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

## **Appeal Committee outcome**

- 52.7 The decision and outcome of an Appeal Committee will be given immediately and/or normally will be sent to the student within 7 days of the date of the decision of the Appeal Committee. For assessment-related offences, these will be communicated to the student, ICCA officers as appropriate and the ICCA Examinations Board Chair. For non-assessment related offences, these will be communicated to the student and ICCA officers as

appropriate. A copy of the decision and outcome will be placed on the student's file.

- 52.8 The Appeal Committee may reject or uphold the appeal. Where the Appeal Committee upholds the appeal, the Committee may order one or more of the following measures:
- a) modify or reverse the findings of a Misconduct Panel;
  - b) modify or reverse the order of a Misconduct Panel.
- 52.9 Where an Appeal Committee rejects the appeal, the findings and decision of the Misconduct Panel stands.
- 52.10 A decision of an Appeal Committee will be final.

## **Termination of Registration for Lack of Attendance or Progression**

- 53 On Part Two of the ICCA Bar Course a student's registration may be terminated for failure to meet attendance requirements or make sufficient academic progress.
- 53.1 The ICCA will ensure that students are fully aware of the possible consequences of failure to meet attendance requirements or make sufficient academic progress.
- 53.2 The ICCA may remove any student from registration on Part Two of the ICCA Bar Course for any of the following reasons:
- a) inability to meet the programme requirements;
  - b) insufficient attendance;
  - c) lack of industry;
  - d) lack of ability or aptitude;
  - e) persistent failure to respond to ICCA communications or instructions;
  - f) for any other good academic cause.
- 53.3 Before removal, a student should normally receive a written warning specifying the improvements or actions to be undertaken within a specified time frame and stating the consequences of not doing so. The student's personal tutor should also be consulted.

## **Appeals against removal on academic grounds**

- 53.4 It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, misconduct action may be taken.
- 53.5 The ICCA may pause or stop the consideration of any appeal submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.
- 53.6 If an appeal contains matters which fall under the Student Complaints Regulations, consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.

- 53.7 Students should submit a Progression Appeal Form to the ICCA Bar Course Leader within 14 days of the final notification of removal. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 53.8 A student may appeal on either or both of the following grounds:
- a) there is new information which could not have been provided at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration;
  - b) there is evidence of significant administrative or procedural error, including error relating to the written warning to the student and student compliance with the conditions of written notice, made at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration;
- 53.9 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal within 42 days of receipt. If it is determined that an appeal should be heard, an Appeal Committee will be arranged, in accordance with these regulations for Appeal Committee Structure.

## **Representation**

- 53.10 The student may make a request to be represented the Appeal Committee by another student member of the ICCA.
- 53.11 Additionally, the student may make a request to be accompanied by a family member or a friend, who will not be able to speak on the student's behalf, unless this is a reasonable adjustment consistent with legislation. as a sign language communicator or interpreter.
- 53.12 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the ICCA Bar Course Leader at least 48 hours in advance of the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 53.13 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Committee members and the Chair, and all documentary evidence, at least 14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Committee should be raised in writing by the student at the earliest opportunity to the Bar Course Leader.
- 53.14 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 53.15 The Appeal Committee shall consider the documentary evidence and invite the student and the Dean of the ICCA (or nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Appeal Committee wishes.

- 53.16 The absence of the student or the Dean of the ICCA will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 53.17 The Appeal Committee will determine whether there is sufficient reason to challenge the original decision to withdraw. If there is insufficient reason, the Appeal Committee can set aside the decision and replace it with one of its own, or it can refer the case back for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the original decision will stand.
- 53.18 The decision of the Appeal Committee shall normally be communicated in writing by the Dean of the ICCA to the student and the officers of ICCA, within 7 days of the decision of the Appeal Committee.
- 53.19 Students have no automatic right to continue with their studies or to progress to the next stage of their programme pending the outcome of an appeal; the ICCA may exercise their discretion to allow this attendance, if applicable and permitted by the programme regulations.

## **Interruption to Support Wellbeing**

- 54 The ICCA may interrupt a student on the grounds of supporting their wellbeing.

### **Student Wellbeing**

- 54.1 It is recognised that a student's health or wellbeing can deteriorate during their period of study so as to have a significant effect on their academic studies and/or ability to engage in life at the ICCA. The ICCA aims to support students in such a situation whilst also taking into consideration the safety and wellbeing of other members of the ICCA.
- 54.2 As such, the ICCA will provide a supportive framework to manage, in a sensitive manner, the progress of a student at such a time in their ICCA career. Such progression may result in reintegration and reengagement with the relevant programme, or may result in a required period of interruption, as an option considered to be most supportive for the student concerned.
- 54.3 Before putting into effect a period of interruption, a formal meeting will be convened and chaired by the ICCA Bar Course Leader (or nominee) with the student and relevant parties. A student must have received in writing a clear outline of the structure the meeting will take, the parties who will attend and the potential outcomes of the meeting. The student will receive the relevant advice and support regarding their circumstances and all relevant information will be considered to determine if it is in the student's best interests to interrupt their studies or if there is further opportunity to agree further actions and put additional support in place for the student to continue on the ICCA Bar Course .
- 54.4 It is recognised that individuals are empowered to make decisions about their health and wellbeing. As such, the student will be involved in the decision-making process. The decision to

require a student to interrupt their studies can only be taken where the ICCA Bar Course Leader (or nominee) is of the opinion that it is necessary to take such action to support the student's wellbeing. A period of interruption will not be used as a penalty and any decision to interrupt a student without their agreement will only be taken where a risk is identified which cannot be otherwise resolved.

- 54.5 Written reasons for the decision shall be recorded and made available to the student. In the event of a required period of interruption, a date will be agreed to review the student's circumstances prior to resuming their studies.

## Student Complaints

- 55 Complaints from students are carefully considered and, if appropriate, shall be investigated by the ICCA Bar Course Leader.
- 55.1 The ICCA is committed to considering and investigating genuine complaints from students. The ICCA defines a complaint as an expression of dissatisfaction that warrants a response and the associated procedure provides a clear mechanism for that to happen. The ICCA will review what led to the complaint and where appropriate seek an early resolution. Outcomes can also be used to improve services to all members of the ICCA.
- 55.2 The majority of cases are resolved through informal (Stage One) discussions without the need for a formal complaint to be made. To facilitate this, the ICCA emphasises the importance of seeking a resolution through informal discussions at the earliest opportunity. Where a complaint relates to the provision or delivery of the ICCA Bar Course programme or part of that programme students should normally use their programme representative system (the Student Staff Committee) in the first instance.
- 55.3 Group complaints are permitted. In the first instance a group should raise any issues with the ICCA Bar Course Leader via their student representative, or a nominated member of the group. If the matter is not resolved, the nominated student will submit the complaint and communicate with the ICCA on behalf of the group. The outcome of the complaint will apply to all members of the group.
- 55.4 It is expected that all parties involved in a complaint will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, misconduct action may be taken.
- 55.5 The ICCA may pause or stop consideration of any complaint submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.

## Scope

- 55.6 The student complaints procedure can be used for complaints within the following areas, the consequences of which have an alleged adverse effect on the student wishing to complain:
- a) provision or delivery of the ICCA Bar Course programme or parts of the programme; b)

inadequate services or facilities of the ICCA;

- c) decisions, actions or perceived lack of action taken by a member of the ICCA staff;
- d) decisions, actions or perceived lack of action taken by a central ICCA Registry Services; or a member of staff acting on its behalf;
- e) complaints relating to discrimination, harassment or bullying.

55.7 The Student complaints procedure does not cover the following areas:

- a) complaints arising from action taken under the Misconduct Regulations; b) complaints arising from matters related to academic progression or assessment.

Students are referred to the appeals procedures of the respective regulations. Students cannot use the student complaints procedure following an unsuccessful appeal under the regulations listed above;

- c) complaints relating to the activities of another student (including complaints related to bullying, harassment and discrimination by another student), which will be investigated as allegations of misconduct under Misconduct Regulations and Student Conduct Policy;
- d) complaints relating to services provided to students by the Inns of Court or by collaborative partners or other organisations involved in the delivery of the student's programme. In such instances, students are referred to the complaints procedure of the Inns or partner organization;
- e) complaints relating to a student's fee status. Students are referred, in the first instance, to the Registry Services Team.

55.8 In certain circumstances complaints may be investigated in conjunction with other departments or with due regard to other ICCA regulations and procedures. If the investigator determines that this would be appropriate, the student shall be informed of this. If a complaint is referred for consideration under another procedure any further action under this regulation shall normally be paused, pending the outcome of the other procedure.

55.9 The scope of the Student Complaints Procedure extends to former students of the ICCA, provided that the time limitations at 55.21 and 55.27, below, are observed.

## **Complaints Made Without Foundation (frivolous), in Bad Faith (vexatious) or Anonymously**

55.10 Examples of frivolous or vexatious complaints include the following:

- a) complaints which are obsessive, harassing, prolific or repetitive; b) insistence on pursuing non-meritorious complaints and/or unrealistic, unreasonable outcomes;
- c) insistence on pursuing what may be meritorious complaints in an unreasonable manner;
- d) complaints which are designed to cause disruption or annoyance;
- e) demands for redress which lack any serious purpose or value.

55.11 The ICCA may terminate consideration of a complaint if it considers it to be without foundation or in bad faith. In such instances the ICCA will write to the student to explain why it is



terminating consideration of the matter. Where it is found that a student has raised a complaint of this nature, or used false information, the ICCA will consider taking disciplinary action under the Misconduct Regulations. The student will be provided with details of how to appeal against such a decision.

- 55.12 The ICCA will not consider anonymous complaints and complaints received by email will need to be verified.

## **Confidentiality and Record Keeping**

- 55.13 The ICCA will do all in its power to limit the disclosure of information as is consistent with conducting an investigation and the provisions of the Human Rights Act, the General Data Protection Regulation, the Freedom of Information Act and any other relevant legislation.
- 55.14 If a student makes a formal complaint, a record will not be held on their student file but kept securely by the ICCA Bar Course Leader.

## **Victimisation: Declaration of Intent**

- 55.15 Subject to the above, the ICCA undertakes that any student seeking to use this procedure will not be treated less favourably in her/his subsequent academic career, or life at the ICCA, as a result of action taken to pursue a complaint.

## **Mediation**

- 55.16 At any point during Stage One or Stage Two of this procedure, a student may request mediation. It will be for the ICCA to ascertain whether the complaint is suitable for mediation, and their decision in this regard is final. If mediation is deemed appropriate, and the other party or parties agree to participate, consideration of the complaint under this procedure will be paused whilst mediation takes place. If mediation is unable to resolve the complaint, consideration of the complaint under this procedure will be resumed.

## **Stage One: Local Informal Resolution**

- 55.17 Complaints should, in the first instance, be raised informally with the relevant person, at the earliest opportunity. Often, this will be the student's Personal Tutor or the Bar Course Leader. If the complaint is concerned with the delivery of a service by the ICCA Registry Services Team, the student should raise the matter informally with the Registry Services Manager. If the complaint is concerned with a staff member who would ordinarily be the first point of contact, the student should complain to the ICCA Bar Course Leader.
- 55.18 The relevant person, as defined above, will listen to and discuss the nature of the complaint. Although they will not carry out a formal investigation, they can advise on how the matter could be resolved and will normally keep informal notes.
- 55.19 If the complaint requires a more thorough investigation or is particularly complex, the relevant person may refer the student to Stage Two of this procedure.



## **Stage Two: Formal Investigation**

- 55.20 Students who are dissatisfied with the outcome of informal resolution may submit a Stage Two Complaint, for a formal investigation to be undertaken.
- 55.21 Students should submit a Stage Two Complaint Form to the Dean of the ICCA (or nominee) within 3 months of the incident complained about or the last event in a series of incidents. Complaints received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 55.22 The Dean of the ICCA will appoint an investigator in the Team responsible for the issues complained about.
- 55.23 The investigator will investigate the circumstances of the complaint, as well as considering the procedures of the ICCA. The investigation may involve interviewing the student making the complaint and others directly involved, as well as seeking opinion and information from anyone with an interest in, or knowledge of, the matter being complained about.
- 55.24 The investigator will consider the merits of the complaint and if, upheld in part or in full, will make proposals for the resolution of the complaint and may recommend further appropriate action
- 55.25 The decision of the investigator shall normally be communicated in writing to the student and the Dean of the ICCA, within 21 days of receipt of the Stage Two complaint.

## **Stage Three: Appeal**

- 55.26 Students who are dissatisfied with the outcome of a Stage Two complaint may submit an appeal on either or both of the following grounds:
  - a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the investigation and that sufficient evidence remains that the complaint warrants further consideration;
  - b) that evidence can be produced of significant procedural error on the part of the ICCA in investigating the complaint, and that sufficient evidence remains that the complaint warrants further consideration.
- 55.27 Students should submit a Stage Three Complaints Form within 14 days of the Stage Two Complaint outcome. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 55.28 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal within 20 days of receipt. If it is determined that an appeal should be heard, an Appeal Committee will be arranged, in accordance with the Appeal Committee structure.
- 55.29 The student may be represented at the Appeal Committee by another student member of the ICCA.
- 55.30 Additionally, the student may be accompanied by a family member or a friend who will not be

able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.

- 55.31 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the Registry Services Manager at least 48 hours in advance of the Committee who will pass it to the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 55.32 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Appeal Committee members and the Chair, and all documentary evidence, at least 14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Appeal Committee should be raised in writing by the student at the earliest opportunity to the Dean of the ICCA.
- 55.33 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 55.34 The Appeal Committee shall consider the documentary evidence and invite the student and any parties involved in the dispute to give evidence. Other persons shall be asked to attend if the Committee wishes.
- 55.35 The absence of the student or the other party/parties will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 55.36 The Appeal Committee will determine whether there is sufficient reason to challenge the Stage Two Complaint outcome. If there is sufficient reason, the Appeal Committee will consider the merits of the complaint, and if upheld in part or in full, will determine proposals for the resolution of the complaint, and may recommend further appropriate action. If there is insufficient reason, the Stage Two Complaint outcome will stand.
- 55.37 The decision of the Appeal Committee shall normally be communicated in writing to the student and other ICCA Officers as appropriate, within 7 days of the decision of the Appeal Committee.
- 55.38 In respect of complaints in respect of issues which impact on a student's programme of study leading to a King's College London award the student shall have the ultimate right of appeal to King's College London under stage three of the King's College London student complaints procedure as set out in King's College London Academic Regulations. In respect of all other complaints, the decision of the Appeal Committee is final and there is no further right of appeal.

## Office of the Independent Adjudicator

55.39 A student may ask the [Office of the Independent Adjudicator](#) (OIA) to consider any unresolved complaint against the ICCA.

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## Academic Appeals Period 2 & 3 Examinations: Impact of War in Ukraine

It has come to Student Conduct & Appeals attention that there may be students who have been significantly impacted by the war in Ukraine and who may wish to submit academic appeals but do not have evidence to do so due to that situation.

It is therefore recommended that those students be permitted to submit their academic appeals without evidence.

The suggested wording is as follows:

“Students who are Ukrainian or Russian nationals or who have a strong link with those countries and who are significantly impacted by the war in Ukraine will be permitted to submit an academic appeal without evidence until the end of the academic year 2021/22 where they are unable to provide documentary evidence due to the war. **Faculty Assessment Boards have the discretion to accept such appeals without evidence.** All other criteria in relation to the academic appeals will still apply.”

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## Misconduct Policy & Procedure

The content of the current G27 Misconduct Regulations have been moved into a Misconduct Policy and Procedure for the next academic year as part of the work that is being undertaken in making the College regulations more accessible and easier to navigate.

There have been minor changes made to the content for the next academic year with plans to conduct a more thorough review both academic misconduct and non-academic misconduct for 2023/24.

Some examples of the minor changes are clarifying that Student Conduct & Appeals will contact witnesses in investigations, the adding of the penalty of Termination of a Residences Licence Agreement and clarification as to which penalties can be imposed by Student Conduct & Appeals if a minor infringement is found. As part of the longer term review the various documents relating to Academic Misconduct will be reviewed and collated as well as a review of the processes in particular the Local Academic Misconduct Procedure. With regards to Non-Academic Misconduct this will be reviewed in light of the planned launch of Report and Support and working groups will be set up in each area to carry out this review.

Please see the proposed Misconduct Policy and Procedure for 2022/23 as well as a document plotting the move from regulations and changes to the content into Policy.

Academic Board are asked to approve the requested changes.

# Misconduct Policy & Procedure

## MISCONDUCT POLICY AND PROCEDURE

<b>Policy Category:</b>	Academic – Student
<b>Subject:</b>	Misconduct – Academic and Non-academic
<b>Approving Authority:</b>	College Council
<b>Responsible Officer:</b>	Vice-President & Principal (Education)
<b>Responsible Office:</b>	Student Conduct & Appeals
<b>Related Procedures:</b>	Misconduct Procedure
<b>Related College Policies:</b>	Fitness to Study Policy and Procedure Fitness to Practise Policy and Procedure Academic Honesty and Integrity Policy
<b>Effective Date:</b>	
<b>Supersedes:</b>	G27 Misconduct Appendix
<b>Next Review:</b>	

### I. Purpose and Scope

As members of the King's community, students are expected to adhere to the regulations, procedures and policies of the College, to show respect for the persons within and for the property of the King's community, and to behave in a way that does not interfere with the proper functioning or activities of the College. Where there is reason to believe that the behaviour of a student falls below the expected standards set out in the guidance (see useful links below), and/or where regulations, procedures, and/or policies have been broken, the Misconduct Procedure will be instigated.

[This policy and procedure outline how the university will respond to concerns about a student's conduct.](#) This policy and procedure extends to alleged misconduct by a student occurring on College premises or off College premises (including via electronic means, such as email and social media) where the alleged victim is the College itself, a member of the King's community, or a visitor to King's or to alleged misconduct occurring during College activities (including on placements and field trips). [The policy has been developed with regard to equal opportunities legislation, which ensures that the rights of students are protected, and judgements are free from prejudice on the basis of protected characteristics.](#) If a student states the behaviour giving rise to the disciplinary concern is related to their disability, the College may consider carefully whether to proceed with disciplinary action under these regulations, or to refer the student to support under other regulations, policies and procedures.

### II. Definitions

The following definitions can be found in the [Academic Regulation Glossary](#):

- Collaborative Provision
- Exclusion
- Misconduct
- Suspension

### III. Policy

#### 1. Introduction

- 1.1. As members of the King's community, students are expected to adhere to the regulations policies and procedures of the College, to show respect for the persons within and for the property of the King's community, and to behave in a way that does not interfere with the proper functioning or activities of the College. Where there is reason to believe that the behaviour of a student falls below the expected standards set out in the guidance (see useful links below), and/or where regulations, procedures, and/or policies have been broken, the Misconduct Procedure will be instigated.
- 1.2. Where any stakeholder believes that misconduct may have been committed by a student of the College, they should notify the Head of Student Conduct and Appeals (HoSCA) in writing as soon as possible. Allegations of research misconduct will be considered in accordance with the procedures for investigating and resolving allegations of research misconduct.

#### 2. Collaborative Provision

- 2.1. Where a student is registered on an intercollegiate module the College will notify the Home Institution under that agreement that it has instigated misconduct proceedings against the student.
- 2.2. All cases of academic misconduct will be dealt with under the relevant procedure for the institution with responsibility for delivering that module.
- 2.3. In cases of non-academic misconduct the following will apply:
  - a. where the College is the Host Institution it may deal with the misconduct under these regulations if the misconduct took place on College premises, [or involves others members of the College](#), and falls within the scope of these regulations. However, the Home Institution may conduct a further review under its procedures if the College removes the student from the intercollegiate module. This review cannot change the outcome that the student has been removed from the intercollegiate module.
  - b. where the College is the Home Institution it shall not conduct a misconduct investigation if it took place at the Host Institution's premises, [or involving other members of the Host institution](#). However, it will do so if the misconduct took place at any other location which falls within the scope of these regulations.
  - c. where the Host Institution has conducted an investigation under its procedures the College will have the right to conduct a review under these regulations where a student has been removed from the programme. However, the college will not be able to reinstate the student on the intercollegiate module at the Host Institution. The HoSCA will conduct a review to decide whether any further action is necessary under these regulations.

### 3. Investigating an allegation of misconduct

3.1. All allegations of misconduct will be investigated in accordance with this policy and using the corresponding misconduct procedures.

3.2. There will be a presumption of innocence until a case has been fully considered.

3.3. The College may take safeguarding steps to ensure the fairness of an investigation, and to ensure the safety of all members of the King's community, including, but not limited to No Contact Agreements. The College may disclose the outcome of a misconduct procedure to King's Residences or the Student's Union in respect of safeguarding measures that may need to be implemented.

3.3.3.4. Proceedings are not invalidated or postponed due to the absence of the student, provided that the student has been given timely written notice of the Committee and provided that those conducting the Committee believe that all the evidence and representations are before it. In the event that a student has indicated they will attend but then cannot do so for good reason an adjournment may be considered.

### 4. Non-assessment related misconduct

4.1. On receipt of an allegation of misconduct, the HoSCA will conduct a preliminary enquiry. It may be deemed necessary to conduct an interview with the student(s) against whom the allegation has been made and the student(s) ~~will~~may be required to attend. Students are expected to engage with the process with honesty and transparency, hHowever, a student will not be obliged to make a statement or give any explanation.

4.2. Students may provide the names of witnesses to be contacted in their defence or mitigation. The HoSCA will be responsible for contacting witnesses for statements or interview.

~~4.1.~~

4.2.4.3. On completion of the preliminary enquiry the HoSCA will determine, normally within 14 days, whether:

- a. there is insufficient evidence to form the basis of a charge of misconduct; or
- b. there is sufficient evidence to form the basis of a charge of minor misconduct;
- or
- c. there is sufficient evidence to form the basis of a charge of major misconduct.

4.3.4.4. The College defines major misconduct as an offence which is sufficiently serious enough that it calls into question the student's registration. Instances of major misconduct may also include, but are not limited to, repeated or persistent minor offences, multiple concurrent minor offences or refusal to comply with a penalty imposed under this regulation.



4.4.4.5. In all cases where the gravity of the offence appears to warrant it, or the appropriate penalty may be beyond the limit for a minor offence, the HoSCA may refer a case to a Misconduct Committee.

4.5.4.6. If the HoSCA determines there is insufficient evidence to form the basis of a charge of misconduct, that decision will be sent to the student.

4.7. If the HoSCA determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a minor infringement, the HoSCA may, at their discretion, issue ~~a~~ one or more of the following penalties:

- a warning;
- payment of compensation for damages;
- conditions for the continuation of student status;
- a no-contact order regarding one or more members of the King's community
- community service;
- a fine, up to £1,000 payable to a charity (not being King's College);
- exclusion for a stated period from specified activities or specified parts of the College, including your King's Residence room; conditions for re-admittance may be specified; ~~penalty to the student detailing the allegations that have been made, informing the student that no further formal action will be taken but that a record of the offence and penalty shall be placed on the student's file.~~

4.6.4.8. The student can contest the allegations and penalty within 5 working days, in which case the HoSCA will refer the matter to a Misconduct Committee.

4.7.4.9. If the HoSCA determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a major infringement, the matter will be referred to a Misconduct Committee.

4.8.4.10. Where an allegation of misconduct is referred to a Misconduct Committee, the HoSCA will act as the College Representative to present the case to a Misconduct Committee.

4.11. The FAB may be instructed by the HoSCA to not issue the student with a final award whilst action is being taken under this Regulation. This restriction will be lifted upon completion of the action.

4.12. Any outcome under this Regulation does not preclude King's Residences from taking action under the Residence's Disciplinary Procedure

~~4.9.~~

### ***Misconduct which is also a criminal offence***

4.10.4.13. Current students should inform their Faculty of registration of any breaches of the law during their programme of study which fall within the category of those required to be disclosed at admission. Where a specific breach of the law would render the student ineligible for continuing on their programme of study, the student's registration will be terminated without notice under Academic Regulation G25.

~~4.11-4.14.~~ Where the alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the College's own misconduct investigations or proceedings may be delayed until such time as the police and/or courts have completed their investigations and proceedings.

~~4.12-4.15.~~ Students following a programme of study where it is a requirement to undergo a Disclosure and Barring Service check as a condition of enrolment are required to notify the Faculty, in writing, of any criminal convictions subsequently imposed.

~~4.13-4.16.~~ Students imprisoned for a period of 21 days or more will be automatically withdrawn from the College. Any such students will have the right to submit written representations to the HoSCA against this decision, within 21 days of the date of notification of the decision to withdraw. Representations received after this deadline will only be accepted at the discretion of the HoSCA

## **5. Assessment-related misconduct**

5.1. On receipt of an allegation of misconduct the Faculty, normally the Assessment Sub-Board Chair, will review whether it is a case which can be dealt with via the Local Academic Misconduct Procedure (LAMP). The Faculty will follow the process as outlined in the College Guidance for Staff on Academic Honesty and Integrity (known as the Local Academic Misconduct Procedure) Where it is deemed that the outcomes within LAMP are not suitable, the matter will be referred to HoSCA who will report this to the Misconduct Committee. Where it is determined under LAMP these are the possible outcomes:

- d. it is not a case of assessment related misconduct in which case no further action will be taken;
- e. the student has committed poor academic practice rather than misconduct;
- f. the student has committed academic misconduct; or
- g. the student or the Assessment Sub-Board Chair requests that the matter be referred to HoSCA who will report this to the Misconduct Committee.

5.2. HoSCA may issue a written warning for assessment related misconduct which takes place during formal written examinations. The student can contest the allegations and penalty within 5 working days, in which case the HoSCA will refer the matter to a Misconduct Committee.

5.3. Any material presented for assessment may be submitted to a plagiarism and collusion detection service for text analysis and the findings considered as part of an investigation under this regulation. Submitted work will be stored in a database (along with the student's name, email address, programme/module details and institution) and will form part of the body of student work against which future submissions from this and other institutions will be compared.

5.4. The mark for any assessment being considered for action under this Regulation may be withheld pending the conclusion of any action.

## 6. Outcomes

- 6.1. Should the Misconduct Committee decide that the charge was not established, that decision will be communicated to all persons involved in the case, normally within ~~seven~~five working days of the date of the Committee.
- 6.2. Where the Misconduct Committee determines that a charge of misconduct has been substantiated on the balance of probabilities the Committee may decide one or more of the following measures:

### ***Assessment related misconduct***

- a. a formal warning, with the requirement that the examiners assess those parts of the student's work that is unaffected by the offence;
- b. a warning, with the requirement that the examiners assess those parts of the student's work that is unaffected by the offence with the assessment/s capped at the pass mark;
- c. the assignment of the minimum pass mark to a paper or papers, or assessed work, or both;
- d. the cancellation of the results in an assessment/s and a mark of zero returned;
- e. the cancellation of the results in an assessment/s and a mark of zero returned and any mark resulting from a resit capped at the highest applicable condoned fail level (see glossary);
- f. the cancellation of the results in an assessment/s and a mark of zero returned. The final module mark following reassessment is capped at the highest applicable condoned fail level;
- g. the cancellation of the results in an assessment/s and a mark of zero returned and the student not permitted to resit but permitted to take an alternative module (but with only one attempt at the assessment permitted);
- h. the student's right to re-register for the assessment/s withdrawn;
- i. the student's right to be considered for an exit award withdrawn;
- j. the results for an assessment/s in a year or stage not to be considered by the relevant Faculty Assessment Board for a specified period of up to one calendar year;
- k. conditions for the continuation of student status;
- l. suspension for an indefinite period, with an agreed review date;
- m. a recommendation to the Academic Board that the student's award be revoked;
- n. expulsion (with or without credit retained).

### ***Any misconduct***

- o. a warning;
- p. payment of compensation for damages;
- q. conditions for the continuation of student status;
- r. a no-contact order regarding one or more members of the King's community

~~—community service;~~

- a. a fine, up to £1,000 payable to a charity (not being King's College); ~~or~~

b. Exclusion\* for a stated period from specified activities or specified parts of the College, including your King's Residence room conditions for re-admittance may be specified;

c. suspension for an indefinite period, with an agreed review date;

~~d. a community service;~~ Termination of Residence Licence Agreement

~~e. a fine, up to £1,000 payable to a charity (not being King's College);~~

~~f. d.~~ a recommendation to the Academic Board that the student's award be revoked;

e. expulsion (with or without credit retained).

\*Exclusion is selective restriction on attendance at or access to, the College and on participation in College activities. Suspension is a total prohibition on attendance at, or access to, the College and on participation in College activities. It may be subject to conditions, such as permission to attend an examination

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- 6.3. The decision and outcome of the Committee will normally be sent to the student within five working days of the date of the decision of the Committee. For assessment-related offences, these will be communicated to the student, Assessment Board and Assessment Sub-Board Chairs, and where appropriate, to the relevant Executive Dean of Faculty. For non-assessment related offences, these will be communicated to the student, the relevant Executive Dean of Faculty, and other College officers as appropriate. A copy of the decision and outcome will be placed on the student's file. A student will also be advised that the case may be taken into consideration in the event of a future substantiated offence.
- 6.4. The Misconduct Committee may decide that the outcome be imposed immediately or be deferred. The conditions of any such deferment will be clearly stated as part of the decision of the Committee.
- 6.5. The Misconduct Committee will have the discretion to indicate a point in the future, and the conditions under which, a substantiated allegation of misconduct may be considered spent.
- 6.6. Where a student is following a programme of study leading to a professional qualification which is registrable with a statutory regulatory body the decision of the Committee will also be sent to the Executive Dean of Faculty for consideration in accordance with Academic Regulation G29.
- 6.7. Where a student who has been found guilty of misconduct holds a professional qualification which is registerable with a professional, statutory or regulatory body, the College may report the student to that body under Academic Regulation G29.

## **7. Appeal**

- 7.1. Students may appeal the decision of a Misconduct or Residences Disciplinary Panel on either or both of the following grounds:
  - a. there is new evidence that could not have been, or for good reason was not, made available at the time of the Committee, and the case warrants further consideration;

- b. evidence can be produced of significant procedural error on the part of the College before or during the Committee, and the case warrants further consideration.

7.2. The Principal will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.

7.3. Students should submit a Misconduct Appeal Form to the HoSCA, on behalf of the Principal, within 14 days of the date of the Misconduct Committee outcome. Misconduct Appeal Forms received after this deadline will only be accepted at the discretion of the Principal

7.4. The Principal will normally advise the student of their decision on the appeal within 30 working days of receipt. If the appeal is to be heard, an Appeal Committee will be appointed. If the appeal is rejected, reasons will be given.

## 8. Appeal Outcomes

8.1. The decision and outcome of an Appeal Committee will normally be sent to the student within five working days of the date of the decision of the Appeal Committee. For assessment related offences, these will be communicated to the student, FAB and ASB Chairs, and where appropriate, to the relevant Executive Dean of Faculty. For non-assessment related offences, these will be communicated to the student, the relevant Executive Dean of Faculty, and other College officers as appropriate. A copy of the decision and outcome will be placed on the student's file.

8.2. The Appeal Committee may reject or uphold the appeal. Where the Appeal Committee upholds the appeal, the Committee may order one or more of the following measures:

- a. modify or reverse the findings of a Misconduct Committee or a Residences Disciplinary Panel;
- b. modify or reverse the order of a Misconduct Committee or a Residences Disciplinary Panel.

8.3. Where an Appeal Committee rejects the appeal, the findings and decision of the Misconduct Committee stands.

8.4. A decision of an Appeal Committee will be final.

## 9. Relationship to Fitness to Study and Fitness to Practise

9.1. [There may be instances where a student states that the behaviour giving rise to a misconduct concern is related to their long-term medical/mental health condition or disability. The university may consider whether to proceed with misconduct proceedings or refer the student to the Fitness to Study Policy and Procedure. To ensure the Fitness to Study Policy and Procedure are used appropriately and where there are justifiable concerns about misconduct, these concerns should be raised with the Head of Student Conduct & Appeals or nominee who](#)

[will ask the Student of Concern Management Group to review the case and decide whether to invoke this Policy and Procedure or continue with misconduct proceedings. This may include consultation with members of staff from the student's faculty or other relevant members of the university community, collaborative partners or external professionals.](#)

- 9.2. [Where a student faces an allegation of misconduct under this policy, the case shall be considered in accordance with the corresponding misconduct procedures. Where a student is found guilty of misconduct, the findings shall be notified to the appropriate Executive Dean of Faculty. The Faculty shall consider the findings, in accordance with the Faculty's fitness to practise procedures, to determine whether the case should be referred to the Head of Student Conduct & Appeals \(HoSCA\) for consideration by the Fitness to Practise Committee. Where a Fitness to Practise issue is present within a misconduct case, the HoSCA will notify the Faculty as soon as possible in order to allow the Faculty to determine whether any precautionary action should be taken.](#)

## **10. Disclosure of information**

- 10.1. [All university staff members are governed by the requirements of GDPR. All data relating to an individual's physical or mental health is regarded as sensitive personal data. The KCL Data Protection Policy contains guidance on the use of sensitive personal data and should be followed in any Fitness to Practise Misconduct procedures.](#)

## **11. Related regulations, policies and procedures**

[Non-Academic Misconduct Guidance](#)

[Student Conduct and Appeals webpages](#)

[Fitness for registration and fitness to practise \(G29\)](#)

[Academic Honesty and Integrity \(Plagiarism\)](#)

[Committee Structure \(G57\)](#)

[Discipline Policy \(see under "Important Documents"\)](#)

[Student Coronavirus Conduct & Behaviour: Policy Statement](#)

[Glossary](#)

[King's Community Charter](#)

[Fitness to Study Policy and Procedure](#)

## **Misconduct Procedures**

### **Representation**

1. A student facing a charge of misconduct may be represented at any point in the proceedings by another College member or by a member of the King's College London Students' Union or, where the student is registered on a programme with professional registration, a member of their professional organisation.
2. Additionally, the student may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.

3. If the student is to be represented or accompanied, the name of the person attending must be received in writing by the Head of Student Conduct and Appeals (HoSCA) at least 48 hours in advance of the Committee. The Chair of the relevant Committee has the discretion to refuse to permit a representative or friend or family member attend ~~where prior written notice has not been given~~ with reasonable cause. Committee documentation may be shared with approved representatives.

4. If a student wishes to be represented by an individual not listed above, they should make representations to the Chair of the relevant Committee. The relevant Chair has the absolute discretion to accept or reject an application for alternative representation and their decision will be final.

It is expected that all parties involved in a misconduct investigation will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, further action may be taken<sup>[GC1]</sup>

4.

#### Misconduct Committee Procedure

5. Written notice of the Committee date, including the names of the Committee members, the College Representative and the College witnesses, together with all documentary evidence, including copies of witness statements, will normally be sent to the student at least 10 working days before the Committee date.

6. The student may present documentary material or witnesses in their defence or mitigation. Documentary evidence for consideration by the Misconduct Committee, and/or the names of any additional witnesses and written copies of their evidence, must be sent to the HoSCA at least seven days in advance of the Committee. The HoSCA will ensure this evidence is sent to the Committee, and will contact any witnesses directly. ~~This evidence will be sent to the Committee by the HoSCA.~~ Documentary evidence and/or witnesses received after this deadline will only be accepted at the discretion of the Chair of the Committee.

7. The Chair has the discretion to adjourn the Committee where the above time frames have not been met. The Chair will determine whether additional witnesses should be invited to attend the Misconduct Committee, or where written evidence shall suffice. Where a witness is required to attend the Committee, it is the student's responsibility to invite any the witnesses they wish to attend, to ensure that witnesses can attend. Committee documentation may only be shared with witnesses with prior written approval from the HoSCA, and to provide them with any documentation. The Committee will not normally be adjourned due to the unavailability of a witness, and any decision to adjourn is the sole discretion of the Chair.

8. The student facing the charge will have the right to be present during the Committee except if the Committee requires private discussions where only the Committee and the Clerk will be present.

9. The College Representative will present the charge and evidence gathered to the Committee. The student facing the charge (or their representative) will be invited to reply. Either party may call witnesses to the fact, [in accordance with the timeframes and provisions set out above](#).

10. The Committee may ask questions of all those called before it, and the College Representative and the student may raise questions through the Chair.

11. At the conclusion of the presentations and questions, the student facing the allegation may address the Committee and make a statement.

12. The Committee will deliberate in private and will normally reach a decision and outcome without adjournment.

13. At any time during the proceedings, the Chair may adjourn the Committee for the purpose of reaching a decision, outcome, or for other good cause. The 72 Committee will ensure that any adjournment does not unreasonably delay the misconduct proceedings.

14. A decision of the Committee will be reached by a majority vote of the members of the Committee present at the Committee but will be announced as a decision of the Committee. The votes of the individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

### **Appeal Committee Procedure**

15. Written notice of the Committee date will normally be sent to the student and College Representative/Assessment Board Representative, together with the names of the Committee members and all documentary evidence, at least 14 days before the Committee date.

16. The student may present documentary evidence for consideration by the Committee. This evidence must be sent to the HoSCA at least seven days in advance of the Committee. This evidence will be sent to the Committee by the HoSCA. Documentary evidence received after this deadline will only be accepted at the discretion of the Chair.

17. The student facing the charge will have the right to be present during the Committee except if the Committee requires private discussions. Only the Committee and the Clerk to the Committee will be entitled to be present at such times.

18. The student making the appeal, or their representative, will present their case against the decision or outcome of the Misconduct Committee.

19. An Appeal Committee will consider the relevant documents and may call persons connected with the proceedings from which the appeal arises to address the Committee.

20. An Appeal Committee will normally reach its decision without adjournment but may adjourn for the purpose of reaching a decision. The Committee will ensure that any adjournment does not unreasonably delay the misconduct proceedings.



21. The decision of an Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

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## Fitness to Study Policy (proposed to be Support for Study Policy)

The Fitness to Study Policy was introduced in September 2020 and has been a huge take up in demand across the College. It has been key in helping providing a framework for support for students who are having personal difficulties whilst studying at King's.

Whilst the Policy has been on the whole very successful there are issues with both resourcing and process which are currently being reviewed by the Working Group. The Group is made up of colleagues from Student Services (including Counselling & Mental Health, Advice, Wellbeing & Welfare, Disability Support and Student Conduct & Appeals), Faculty colleagues including Student Experience Managers and Associate Directors of Education, Residences and KCLSU Advice.

There have been concerns raised that the name "Fitness to Study" may be causing distress to students which may mean they feel less likely to engage with the process when the process is designed to be supportive of them and help them be successful in their studies.

The Fitness to Study Working Group therefore wishes to recommend that the name of the policy is changed to "Support for Study" to help allay students fear and help them engage more effectively with the process.

Student Conduct & Appeals also wishes to make some amendments to the appeals process to align it with other College appeals processes and to clarify the process more fully.

Please see the proposed attached amendments to the Policy under its new name "Support for Study."

Academic Board are asked to agree the proposed changes.

## Fitness to Study Policy (proposed to be Support for Study Policy)

<b>Support for Study Policy</b>	
<b>Policy category</b>	Academic
<b>Subject</b>	Fitness to Study/Support for Study
<b>Responsible officer</b>	Director of Students & Education
<b>Delegated authority</b>	Student Services
<b>Related university policies and regulations</b>	<a href="#">G27 Misconduct Regulation</a> <a href="#">G29 Fitness for Registration and Fitness to Practise Regulation</a> <a href="#">G28 Academic Progress</a> <a href="#">T44 Taught Programme Academic Appeals</a> <a href="#">R17 Research Degree Programme Academic Appeals</a>
<b>Related procedures</b>	Fitness to Study/Support for Study Procedure (appendix to this policy) Student of Concern Procedure Student Conduct & Appeals Committee Procedures
<b>Approving authority</b>	Academic Standards Sub-Committee
<b>Date of approval</b>	
<b>Effective date</b>	
<b>Supersedes</b>	
<b>Expiry date</b>	
<b>Review date</b>	
<b>Who will communicate the new or amended policy</b>	SED

### I. Purpose & Scope

King's College London recognises the importance of a student's health and wellbeing in relation to their academic performance, progression and wider student experience.

There may be occasions where a student's physical or mental health may give rise to concerns about the student's fitness to study and capacity to engage with their studies and/or about the appropriateness of their behaviour in relation to the university community.

The aim of this Policy is to enable a student to succeed and progress in a supportive environment, whilst being mindful of the need to ensure safety and wellbeing of the student themselves and of other university members.

The university is committed to its duty of care and its obligations under government legislation:

- Equality Act 2010
- General Data Protection Regulation (GDPR) and the Data Protection Act 2018
- Mental Health Act 2007
- Safeguarding Vulnerable Groups Act 2007
- Human Rights Act 1998

This Policy and the Support for Study Procedure are supportive measures and should not be considered from a misconduct perspective. If a student states that the behaviour giving rise to a misconduct concern is related to their disability, the university may consider whether to proceed with misconduct action, or to refer the student to this Policy.

The university reserves the right to invoke the Conduct Policy, where a student's health, wellbeing or behaviour pose a risk of harm to either themselves or others, or where the student does not respond to supportive intervention.

The university reserves the right to invoke the Fitness to Practise Policy where the university has concerns about the student being fit to register and practise under a professional programme, as outlined in the Fitness to Practise Policy. Please see **10 Fitness to Study and Fitness to Practise** for further details.

The Support for Study Policy does **not** apply to:

- Any dangerous or acute situation where a member of staff believes that a student's behaviour presents an immediate risk to themselves or others. In such circumstances, the emergency

services should be contacted, and security staff should be informed to aid directing emergency services to the correct location.

- Behaviour which does not meet the expected standards of a member of the university community as set out in the Conduct Policy and which is unrelated to a diagnosed or undiagnosed medical or mental health condition, or disability.
- Professionalism and other Fitness to Practise concerns as set out in the Fitness to Practise Policy.
- Failure of academic progress where lack of engagement is not indicated as a result of welfare concerns.

## **II. Definitions**

University	King's College London.
Student	Someone enrolled on a course of study at the university.
Fitness to Study	A student's ability to engage fully with their programme of study whilst maintaining appropriate standards of behaviour required by the university and collaborative partners and in a manner which does not have a negative impact on the student, other students, staff or third parties.
Residences	King's Residences.
Student of Concern Management Group	The group which meets to discuss students of concern within the university.
Academic Activity	Any assigned work or project used to determine academic credit, including (but not limited to) an examination, coursework or other project; scheduled teaching sessions; or activity on or off campus sponsored or sanctioned by the university in which the student participates for the purpose of their studies.
Suspension	A total prohibition on attendance at or access to the university and on any participation in university activities.

Interruption	An approved break from programme of study on the grounds of illness or other adequate cause.
Withdrawal	A permanent end to a course of study and termination of a student's registration at the university.
Mode of Attendance	Full-time or part-time and/or on-campus, blended or distance learning for a programme of study.

### **III. Policy**

#### **1. Introduction**

- 1.1. This Policy details the university's response to situations where there are concerns about a student's capacity to engage with study, progress academically, and/or function in a university environment, including where a student is unaware that they are not well enough to study. It sets out the framework for providing a positive and coordinated approach to ensuring fairness in terms of fitness to study for all students.

#### **2. Responsibilities**

- 2.1. The university has a range of support mechanisms in place to assist students in meeting their academic obligations:
  - [Personalised Assessment Arrangements](#);
  - [King's Inclusion Plans](#);
  - [Mitigating Circumstances Procedure](#);
  - Access to support from King's professionals, including Student Services, Disability Support, Counselling & Mental Health, and Advice & Guidance;
  - Senior Tutors, Personal Tutors; Research Supervisors and Programme/Module Leaders;
  - Voluntary interruptions of study;
  - [Student of Concern Procedure](#) (formerly Student at Risk Procedure);
  - Support for Study Procedure. Where a concern is raised about a student's health and wellbeing and with their ability to engage with academic life, and when standard support mechanisms have proved insufficient, the Support for Study Procedure enables staff to

refer the student to the Student of Concern Management Group. The purpose of the Support for Study Procedure is to provide a route for both informal and formal escalation of concern as well as an informed coordinated institutional approach including both academic and welfare considerations.

- 2.2. Students with physical and/or mental health concerns are strongly recommended to contact the available support services, including the Disability Support Service, as early as possible in order to facilitate reasonable adjustments and to implement or review a King's Inclusion Plan (KIP). Students should maintain regular engagement with the support services, this Policy and associated Procedure as recommended.

### **3. When this Policy applies**

- 3.1. A student may be deemed unfit to study where they are unable to meet the definition under Fitness to Study as set out in **II Definitions** above and/or where one or more of the following criteria apply:
- 3.1.1. The student is unable to actively engage in their programme of study, to attend classes or meetings with tutors or supervisors, or to spend sufficient regular time in private study in such a way as to enable them to succeed.
  - 3.1.2. The student's health, wellbeing and behaviour is causing concern to others, although there may be no negative impact on their academic work and progression.
  - 3.1.3. The student's continued study is likely to have a detrimental impact on fellow students, staff or the university's collaborative partners.
- 3.2. This Policy is applicable to any academic activity as set out in **II Definitions** the student engages in as well as to any activity that occurs on or off-campus or in King's residences that gives justifiable cause for concern about the student's fitness to study.
- 3.3. A student may choose to engage with this Policy and its associated Procedure in order to see what support is available from the university and/or they may decide to take one or more of the following steps:
- 3.3.1. Interruption

3.3.2. Withdrawal

3.3.3. Transfer of programme or institution

3.3.4. Change of Mode of Attendance

#### **4. Procedure**

4.1. This is a summary of the Support for Study Procedure. For the full Procedure, see p. 14.

4.2. The purpose of the Support for Study Procedure is to provide support and direction to both the student and the university for emerging or continued concerns about a student's health, wellbeing and/or behaviour, including the impact this has on their ability to progress on a course at the university. Such concerns may include significant deterioration in engagement, health, appearance, attitude, and particularly when there is an impact on attendance, ability to meet deadlines, succeed academically or participate in normal student life.

4.3. The Procedure is comprised of three stages:

4.3.1. **Stage One - Departmental Meeting (named Support for Study Stage 1):** Explore at the department level the student's situation with regard to their academic studies, progress and engagement; identify any additional support which might be needed; and signpost to the relevant university support services.

4.3.2. **Stage Two - Pastoral Meeting (named Support for Study Stage 2):** Explore a student-led decision on support and academic study options where a continued or ongoing concern has been identified and for the university staff member to facilitate a formal structured package of support for the student.

4.3.3. **Stage Three - University Specialist Support Meeting (named Support for Study Stage 3):** Specialist-led meeting in which further options for support are explored as well as possible courses of action available, including mandatory interruption or, in very limited exceptional circumstances, withdrawal of the student by the university.

4.4. Stages One and Two can be recommended by any member of staff who is closely involved in student support or academic progression. If a member of staff has a concern but unsure as to the next steps, they should raise their concerns with the Faculty/Service Area Designated Safeguarding Officer who will advise them whether they need to initiate the FtS Procedure or submit a SOC referral.



- 4.5. Stage Three is initiated if actions agreed at an earlier level meeting have not been achieved, or only partially achieved, and the difficulties persist; and/or a case is referred by the Student of Concern Procedure.
- 4.6. The student may be represented at any point in the proceedings by another university member or by a member of the King's College London Students' Union. Additionally, the student may be accompanied by a family member or a friend. This person will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as, a sign language communicator or interpreter.
- 4.7. The meetings detailed under the /Support for Study Procedure may be a single or series of meetings held at each stage as deemed appropriate by the parties involved.
- 4.8. If, during a /Support for Study Procedure, an acute, urgent or serious concern arises in relation to the student's general welfare, the Support for Study Policy and Procedure should not be used to address this concern. In these cases, staff should use the [Student of Concern Procedure](#) to refer the student. Examples of when this is appropriate are: hospitalisation of the student, victim or perpetrator of serious crime, serious risk to self or others. Further guidance can be found at [Student Services Online](#)
- 4.9. The Student of Concern Procedure and the Support for Study Procedure are not mutually exclusive. However, if the Student of Concern Procedure is being used to deal with an acute or urgent welfare concern, any in-progress Fitness to Study Procedure may be paused.

## **5. Possible outcomes**

- 5.1. The university is committed to make all reasonable efforts to support students whilst they are enrolled. However, there may be occasions when further steps may be necessary to ensure the safety and wellbeing of the student and/or other members of the university.
- 5.2. The university will endeavour to ensure that the student plays an integral part in the Procedure associated with this Policy but concern for their health and wellbeing and that of other members of the university will be of paramount consideration. One or more of the following steps will be considered in very limited circumstances where all other options for support have been exhausted through the Fitness to Study Procedure:

### **3.2.1. Transfer of Programme or Institution.**

3.2.2. Change of Mode of Attendance.

3.2.3. Voluntary Interruption: A student may choose to interrupt of their own accord at any time and may also consider interruption to safeguard their welfare as part of the Support for Study Procedure.

3.2.4. Mandatory Interruption: Under the Support for Students Procedure the university may interrupt a student on a mandatory basis if it considers this to be in the best interests of the student. In the case of Mandatory Interruption, all other options of support whilst studying must have been exhausted. The student will receive the relevant advice and support regarding their student funding, housing, tier 4 visa compliance, as appropriate. A date will be agreed to review the student's circumstances prior to resuming study.

3.2.5. Mandatory Interruption due to Incapacity: In exceptional circumstances when a student has been deemed incapacitated or not capable of giving informed consent, for example, due to their mental health under the Mental Health Act, the university will interrupt the student until such time as they are deemed to have capacity by an independent medical professional. This can include the KCL Health Centre but not the university's Counselling & Mental Health Service. Once the student is able to engage with the university, they will be invited to be involved in the processes under this Policy and/or the Support for Students Procedure if appropriate.

3.2.6. Suspension: Under the Conduct Policy, the university may consider an emergency suspension or exclusion of a student from the university, where a student is considered to be a serious risk to themselves and to other members of the university community. For further details please see the Conduct Policy.

3.2.7. Withdrawal by the Student: A student may choose to withdraw of their own accord at any time, but it is recommended that they discuss alternative options with the university.

3.2.8. Withdrawal by the university: Under the Fitness to Study: Supporting Students Procedure, in extreme and very limited circumstances, the university may withdraw a student if it considers this to be in the best interests of the student. In the case of withdrawal of the student, all other options must have been exhausted, including interruption (whether mandatory or voluntary), unless an independent medical professional recommends that a student be withdrawn in their best interests. The university will offer support during this

transitory period, such as, support with alternative accommodation or advice on immigration or finances.

## **6. Non-engagement with the Fitness to Study Policy and Procedure**

- 6.1. If a student is unwilling to engage with the Support for Study Policy and Procedure, the university may decide to continue the process in their absence
- 6.2. Where a student does not engage with this Policy and Procedure and there is serious risk of harm to the student or other members of the university community, further steps listed in section 5 **Possible Outcomes** may be considered by the Student of Concern Management Group.

## **7. Support whilst on interruption and return to study**

- 7.1. During a period of interruption, students can access support from university support services, including Student Advice & Guidance, Disability Support, Counselling & Mental Health Support and Student Services.
- 7.2. At the university's discretion, students on an interruption under this Policy and Procedure will continue to have access to their King's email, KEATS and Library services as deemed appropriate.
- 7.3. The student's faculty should also have in place a coordinated communication and return plan which should be discussed and agreed with the student prior to interruption. This should include a communication plan, if necessary, a suggested return date and other requirements of the programme on their return.
- 7.4. When a student has interrupted either on a voluntary or mandatory basis under this Policy, the university may put in place conditions which the student will need to meet before they may return to study. For example, the university may require the student to engage with support whilst on interruption and/or provide medical evidence from an independent medical professional stating that they are fit to return to study.
- 7.5. The student should be invited for a meeting with their department prior to their return to discuss any additional support needs they may have and whether any adjustments may be needed to

their studies, such as, changing their status to part-time. A further meeting may be necessary with Student Support & Wellbeing Services and/or Residences to discuss support needs.

## **8. Appeal**

- 8.1. A student may appeal against a decision reached at Stage Three to mandatorily interrupt or withdraw them. Students should note that an appeal will only be accepted if there is evidence of one or more of the following:
  - 8.1.1.Procedural irregularity;
  - 8.1.2.Bias, or failure to reach a reasonable decision in handling the process;
  - 8.1.3.Evidence of further material circumstances which could not reasonably have been expected to have been submitted for consideration in the meeting.
- 8.2. Students can appeal via Student Conduct & Appeals by submitting a written statement detailing the grounds for their appeal within 10 working days of being notified of a decision at Stage Three.
- 8.3. The appeal will be considered by the Vice-Principal of Education or their nominee, having reviewed the case documentation and evidence to date. The student will be told of the outcome within 15 working days. There is no further right to appeal internally.
- 8.4. When all internal procedures are complete, students may request an independent review of their case by the [Office of the Independent Adjudicator for Higher Education](#), if they remain dissatisfied with the university's final outcome.

## **9. Support for Study and Conduct**

- 9.1. There may be instances where a student states that the behaviour giving rise to a misconduct concern is related to their long term medical/mental health condition or disability. The university may consider whether to proceed with misconduct proceedings or refer the student to this Policy and Procedure. To ensure the Support for Study Policy and Procedure are used appropriately and where there are justifiable concerns about misconduct, these concerns should be raised with the

Head of Student Conduct & Appeals or nominee who will ask the Student of Concern Management Group to review the case and decide whether to invoke this Policy and Procedure or continue with misconduct proceedings. This may include consultation with members of staff from the student's faculty or other relevant members of the university community, collaborative partners or external professionals.

9.2. Students considered under this Policy and Procedure may be referred for action under the Conduct Policy where:

9.2.1. the student at any time represents a serious and immediate risk to themselves, to others or to the university's reputation;

9.2.2. the student's conduct continues to have an adverse effect on the learning or working environment, or on the health or wellbeing of other students or members of staff;

9.2.3. the student fails to provide adequate documentary evidence about their health or wellbeing.

## **10. Fitness to Study and Fitness to Practise**

10.1. There may be instances where a student's fitness to study also impacts on their fitness to practise (for professional programmes). In cases where it is deemed appropriate by the university (and/or its collaborative partners), the student's case may be dealt with under the Fitness to Practise Policy. For example, where there is a cause for concern relating to a professional clinical placement, patient safety will be the paramount consideration.

10.2. There may be occasions where a student is deemed fit for study at the university but not on a professional placement. In these cases, the Fitness to Practise Policy and its associated procedures will be invoked, but support may also be provided under this Support for Study Policy and Procedure.

## **11. Confidentiality and non-disclosure**

11.1. The university will limit the disclosure of information involving any case where a student is referred under this Policy in line with GDPR legislation and other statutory obligations.

- 11.2. The scope of disclosure will vary in each case. Relevant parties, who are deemed necessary by the university and/or who are directly involved in the facilitation of support for the student, will be kept informed and will be notified accordingly of any directives or sanctions arising from proceedings under this Policy.
- 11.3. A student may disclose a mental health illness or disability but elect to opt-out of receiving relevant support and for this information to not be shared further. The student should complete a “Student Non-Disclosure Form” which should be retained by the Faculty.
- 11.4. Students on professional programmes, which are subject to the professional, statutory or regulatory bodies may have additional separate and overriding obligations to declare significant health issues.

## **Support for Study Procedure**

### **1. Purpose and Scope, including interaction with the Student of Concern Procedure**

The purpose of this Procedure is to provide support and direction to both the student and the university for emerging concerns about a student's health, wellbeing and/or behaviour, including the impact this has on their ability to engage with and progress on a course at the university. Such concerns may include significant deterioration in health, appearance, attitude, and particularly when there is an impact on attendance, ability to meet deadlines, succeed academically or participate in normal student life.

Stages One and Two can be recommended by any member of staff who is closely involved in student support or academic progression. If a member of staff has a concern but is unsure as to the next steps, they should raise their concerns with the Faculty/Service Area Designated Safeguarding Officer who will advise them whether they need to initiate the Support for Study Procedure or submit a SOC referral.

In the interim, the Designated Safeguarding Officer in each Faculty/Service Area is responsible for:

- Maintaining oversight of Fitness to Study referrals within the Faculty
- Advising colleagues when to initiate an Support for Study Procedure or submit a Student of Concern form
- Delegating tasks as appropriate to nominated members of staff, such as, Programme Managers. Delegated tasks could include organising meetings, note taking, and providing updates to the DSO for oversight
- Ensuring the Support for Study Procedure is completed or resolved in each case
- Liaising with Student Support & Wellbeing Services for further support and advice as appropriate

The student may be represented at any point in the proceedings by another College member or by a member of the King's College London Students' Union. Additionally, the student may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as, a sign language communicator or interpreter.

The meetings detailed below under the Support for Study Procedure may be a single or series of meetings held at each stage as deemed appropriate by the parties involved.

There may be times whilst the Support for Study Procedure is being used to support a student when an acute, urgent or serious concern arises in relation to the student's general welfare. In these cases, staff should use the Student of Concern Procedure to refer the student. Examples of when this is appropriate are: hospitalisation of the student, victim or perpetrator of serious crime, serious risk to self or others. Further guidance can be found at [Student Services Online](#).

The Student of Concern Procedure and the Support for Study Procedure are not mutually exclusive. However, whilst the Student of Concern Procedure is being used to deal with an acute or urgent welfare concern, the Support for Study Procedure may be paused.

Parties may need specialist support on how to proceed and may wish to consult with the relevant central services or External Services (in relation to professional programmes) at any stage during this Procedure. This includes but is not limited to:

- Student Services
- Student Conduct & Appeals
- Registry Services
- Academic Regulations, Policy & Compliance
- Occupational Health Services

### **Stage One: Departmental Meeting (managed locally by the Faculty) called “Support for Study Stage One”**

**Aim:** Explore at the department level the student's situation with regard to their academic studies, progress and engagement; identify any additional support which might be needed; and signpost to the relevant university support services.

When a student is identified as having a difficulty that is impacting adversely on their academic engagement, an informal but structured meeting has to be held between the Student and Personal Tutor (PT)/Residences Welfare Manager/Student Services Staff member. The staff member coordinates this meeting and takes notes during the session. They should inform the relevant Designated Safeguarding Officer that a Stage One meeting has been convened.

During the meeting, the following points should be considered, as appropriate:

- Identification/explanation of the concern being raised (clear examples can be helpful);
- Opportunity for the student to give their perspective on what is happening;
- Information about the Support for Study Procedure, advice about possible outcomes and next steps;
- Clarification of whether this has happened before and, if so, what was previously helpful;
- Clarification of relevant university boundaries and rules that the student needs to be aware of;
- Clarification of the student's personal responsibility (e.g. to be 'well enough' to study and to be respectful to others);



- Consideration of what would be helpful and make a difference to the student in order to support them and minimise concerns;
- Signposting the student to any relevant University Support Services that they may benefit from;
- Clarification of agreed actions and options to support the student and minimise the concern (e.g. extended deadline, accessing Support Services, etc);
- Agreement of a date to meet again to review the situation and of who needs to attend. The length of time between the meeting and the review should be agreed by all present, considering relevant academic and personal factors;
- Explanation that a continuation of the same concern or any additional concerns could result in escalation to Stage Two of this procedure.

Notes and actions should be shared with the Student and retained by the staff member.

Options which may be considered in any combination and as appropriate:

1. Support from StudentServices, such as, Counselling & Mental Health, Student Advice and Disability Support
2. King's Inclusion Plans
3. Personalised Assessment Arrangements
4. Extra academic support available via KEATS or online resources
5. Transfer of course;
6. Transfer of university;
7. Voluntary interruption;
8. Change in Mode of Attendance

The staff member will arrange a review meeting with the student where progress against the actions are checked.

A case may be escalated to the next stage, 'held' for further review at this level or 'closed', depending upon the circumstances.

For non-engagement, please see section "Non-Engagement".

## **Stage Two: Pastoral Meeting – Senior Tutor/ESS/Professional Services called "Support for Study Stage 2"**

**Aim:** Explore a student-led decision on support and academic study options where a continued or ongoing concern has been identified, and for the university staff member to facilitate a formal structured package of support for the student.

This protocol may be initiated if one or more of the following occurs:

- A student does not attend a Stage One 'departmental' meeting and there is reason to believe that their difficulties are ongoing; and/or
- Actions agreed at a Stage One 'departmental' meeting have not been achieved and the student's difficulties are ongoing; and/or

- The student's difficulties are identified as putting the student's academic progress/engagement at risk. The department itself may initiate a Stage Two meeting or may be advised to do so by Student Services. This includes as a result of a referral through the Student of Concern Procedure. In such instances, the Student of Concern Management Group will liaise with the Faculty/Department's Designated Safeguarding Officer, regarding information that can be shared (and to whom) to aid the Procedure.

Where the student is identified as having a significant difficulty that is impacting adversely on their academic engagement, as above, the staff member who led or attempted to organise the Stage One meeting should inform the Designated Safeguarding Officer (DSO) who will be responsible for initiating Stage Two proceedings and maintaining oversight.

A formal, structured meeting between the student, Senior Tutor (ST) and Personal Tutor is arranged by the Designated Safeguarding Officer (or nominated Programme Manager). The student should be advised that they can be accompanied by a family member or friend for support or represented by a College member or KCLSU representative as outlined above.

During the meeting, the following points should be considered, as appropriate:

- Identification/explanation of the issue(s)/concern(s) (providing clear and specific examples), and of any past relevant information;
- Opportunity for the student to give their perspective on the issue(s)/concern(s) and if appropriate a history of events, past experiences and helpful strategies or support for managing these;
- Clarification of relevant University boundaries and regulations;
- Consideration of realistic academic timelines in relation to outstanding assessments;
- Clarification of the student's responsibility at the University (e.g. to be 'well enough' to study and to be respectful to others);
- Consideration of what would be helpful or make the difference to the student in relation to their support and in order to minimise the issue(s)/concern(s);
- Signposting the student to any relevant University Support Services;
- Clarification of agreed actions and support options to change and improve the current situation (e.g. extensions, taking some sick leave, deferral, interruption, part time study, accessing University Support Services);
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or a continuation of the cause for concern;
- Agreement of any interim monitoring or measures;
- Agreement of a date to meet again to review the situation.
- Options detailed in Stage One may be considered as appropriate.

The Designated Safeguarding Officer (DSO) or (nominated Programme Manager) joins the meeting to record notes, agreed actions and review date. These are shared with all individuals present in the meeting and retained by the DSO.

A case may be escalated to the next stage, 'held' for further review at this level, de-escalated or closed, depending upon the circumstances.

1. If, at a review meeting, a student is identified as not making enough progress with the agreed actions and their academic engagement continues to be a concern, then the possible outcomes listed in the Support for Study Policy should be discussed. A department should advise the student, in writing, if they recommend that a period of interruption is the best course of action to support successful academic engagement. The student will be supported to connect with relevant services (e.g. Student Advice) to explore the impact that an interruption would have on their student funding/housing etc. If a student agrees to the interruption, a date will be agreed for a review of their circumstances prior to resuming study.
2. A case may be escalated to the next stage or 'held' for further review at any other stage, depending upon the circumstances. Escalation will be considered if not enough progress has been made against any of the actions and the difficulties persist.

### **Stage Three: University Specialist Support Meeting called "Support for Study Stage 3"**

Aim: Specialist-led meeting in which further options for support are explored as well as possible courses of action available, including mandatory interruption or, in very limited circumstances, withdrawal of the student by the university.

This protocol may be initiated if one or both of the following occur:

- Actions agreed at an earlier level meeting have not been achieved, or only partially achieved, and the difficulties persist; and/or
- A case is referred by the Student of Concern procedure or by another relevant party (e.g. Residences).

Where there is a significant concern about a Student's health and wellbeing and their ability to study and cope at university, a meeting is convened and chaired by a member of Student Services.

The meeting is arranged by the Faculty Designated Safeguarding Officer (or nominated Programme Manager). Attendees to include: the student, the Senior Tutor, Personal Tutor, SSWS representative and Designated Safeguarding Officer (or nominated Programme Manager). The meeting is facilitated/chaired by a member of staff from Student Support & Wellbeing Services. Evidence is collated about previous support interventions and all relevant data are collated so there is a clear understanding of the student's circumstances. The student is provided with a clear outline of the structure the meeting will take, the parties who will attend and the potential outcomes. The student should be advised that they can be accompanied by a family member or friend for support or represented by a College member or KCLSU representative as outlined above. Notes are taken by the DSO (or nominated Programme Manager).

Any reasonable adjustments should also be considered.

During the meeting, the following aspects should be included:

- Summary of presenting situation, concern(s) being raised, and past relevant information;

- Opportunity for the student to give their perspective of current issues and if appropriate history of events, past experiences and helpful strategies or support for managing these;
- Clarification of relevant University boundaries and regulations;
- Clarification of the student's personal responsibility at University (e.g. to be 'well enough' to study and to be respectful to others);
- Identification of any further information which may be required;
- Clarification of the options available to the student at this stage which could include options such as continuing at university with clear deadlines/agreements in place, part-time study with support, a period of interruption, or a recommendation for withdrawal of the student;
- Consideration of what would be helpful or make a difference to the student in relation to the options available;
- Signposting the student to any relevant University Support Services;
- Clarification of agreed options/actions and support options that the student is encouraged to access;
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or in the case of a continuation of the cause(s) for concern;
- Agreement of any interim monitoring or measures;
- Agreement of a date to meet again to review the situation, if appropriate;
- In cases where interruption is the outcome, the meeting should consider and make explicit what is required to happen before the student is permitted to return to study.

One or more of the following options will be considered:

1. All of the options as listed in Stage One.
2. Mandatory Interruption: With advice from specialists, the Faculty can decide that Mandatory Interruption is most appropriate.
3. Withdrawal of the student by the university. Withdrawal from the university will only take place in very limited exceptional circumstances including, but not limited to, when a student has previously interrupted on a voluntary basis or where the university has previously interrupted them mandatorily.

## Outcomes

1. If it is determined that there is an opportunity to agree further actions and put on additional support in place for the student to continue on their course, then the case may be de-escalated to the previous level and a review date agreed.
2. A period of interruption is agreed between the student and the university (as appropriate to the student's programme).
3. If there is no agreement and the university has serious concerns for the student's health, wellbeing and ability to thrive in an academic environment, the university may decide that it is in the student's best interest to interrupt or withdraw them.
  - a. In the instance of a mandatory period of interruption being imposed, the student will receive the relevant advice and support regarding their student funding, housing, tier 4

visa compliance, as appropriate. A date will be agreed to review the student's circumstances prior to resuming study.

- b. If the student is withdrawn from the university, the university will offer support during this transitional period, such as, support with alternative accommodation or advice on immigration or finances.

### **Non-Engagement**

Where the student does not engage with this procedure at any stage, the university may offer a further meeting (as appropriate) with the student and/or escalate the case to the next stage. The Designated Safeguarding Officer (or nominated Programme Manager) will convene a Stage Three meeting for any case where the student has not engaged.

If a student does not engage with the procedure the university may ultimately decide to interrupt or withdraw them in their absence.

### **Appeal**

- a) A student may appeal against a decision reached at Stage Three to mandatorily interrupt or withdraw them. Students may appeal the decision on either or both of the following grounds: there is new evidence that could not have been, or for good reason was not, made available at the time of the Panel, and the case warrants further consideration;
- b) b) evidence can be produced of significant procedural error on the part of the College before or during the Panel, and the case warrants further consideration.
- The Vice-Principal of Education will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard .

Students should lodge any appeal via [Student Conduct & Appeals](#) by submitting a written statement detailing the grounds for request within 10 working days of being notified of a decision at Stage Three.

The appeal will be considered by the Vice-Principal of Education or their nominee, having reviewed the meetings minutes and evidence. The outcome will be sent to the student within 15 working days. There is no further right to appeal internally. If the appeal is to be heard, an Appeal Panel will be appointed. If the appeal is rejected, reasons will be given.

#### **Support for Study Appeal Panels Procedure**

The Appeals Panel shall be made up of staff who are familiar with the student and may include members from Panel who made the decision at Stage 3 (the Original Panel). The outcome from the Vice-Principal Education will set out the appropriate composition of the Appeal Panel.

The Appeal Panel may reject or uphold the appeal. Where the Appeal Panel upholds the appeal, the Panel may make one or more of the following decisions:

- a) modify or reverse the decision of Original Panel;

b) uphold the decision of the Original Panel

Where an Appeal Panel rejects the appeal, the decision of the Original Panel stands.

A decision of an Appeal Panel will be final .

The university will send the student a letter called a “Completion of Procedures Letter” when the student has reached the end of the Fitness to Study Procedure and there are no further steps the student can take internally. If the appeal is not upheld, the university will issue the student with a Completion of Procedures Letter automatically. If the appeal is upheld or partly upheld, the university will issue a Completion of Procedures letter. Students can find more information about Completion of Procedures Letters and when they should expect to receive one [here](#).

### **Office of the Independent Adjudicator – Information for Students**

A student will normally need to have completed the Fitness to Study Procedure and have received a [Completion of Procedures Letter](#) before a complaint can be made to the OIA.

Provided the complaint is eligible under the rules of the OIA’s complaints scheme, the OIA will look at whether King's has applied its regulations properly and followed its procedures correctly. It also considers whether any decision made by the King's was fair and reasonable in all the circumstances.

## Applicant Complaints Policy (Student Admissions)

This policy will replace the current [Admissions Appeals Policy](#) and [Admissions Complaints Policy](#). The rationale for this change is to ensure that there is one concise policy and procedure to express dissatisfaction with the admissions service.

The current Appeals Policy and Procedure (approved in 2013) is no longer fit for purpose. Through exploring historic data from the 2020 admissions cycle, the KAO identified that under the current policy the volume of appeals submitted on a yearly basis is high; 569 were received. With a largely email/paper based process, it's estimated that it takes eight weeks of one full time member of staff to respond to these appeals under the current process. The outcome for students is poor with 63% of appeals being rejected. Due to the high volume, it takes approximately 27 days for applicants to receive a response in the majority of cases, but it can take longer. Using this information, we can conclude that this provides a poor experience for all parties, staff, applicants and the university.

The revised Applicant Complaints Policy and associated procedure aim to improve the process for all stakeholders. It ensures that the KAO is CMA compliant. It will also ensure there is GDPR complicity and provides better clarity over what will be and will not be investigated as an expression of dissatisfaction. There should also be faster outcomes for applicants to provide a better service and better monitoring for service improvement activities.

A key change is that the KAO will now hold all aspects of the complaints process, removing responsibilities from the Student Conduct and Appeals Office, so those with admissions expertise can investigate all levels of complaint to provide appropriate solutions.

Academic Board are asked to approve the policy.

### Applicant Complaints Policy (Student Admissions)

<b>Policy Category:</b>	<b>Academic</b>
<b>Subject:</b>	This policy outlines how applicants to the university can make a complaint regarding the university's admissions process and/or service.
<b>Approving Authority:</b>	<b>(SMT OR College Council)</b>
<b>Responsible Officer:</b>	Vice-Principal (Education) and the Executive Director, Students & Education
<b>Delegated Authority:</b>	King's Admissions Office
<b>Related Procedures</b>	<b>(Title &amp; URL)</b>
<b>Related College Policies:</b>	<b>Fair Admissions Policy, <a href="#">Mitigating Circumstances and Examination Remarks (Admissions)</a>, <a href="#">Applicant Misconduct Policy</a></b>

<b>Effective Date:</b>	<b>October 2022</b>
<b>Supersedes:</b>	<b>Admissions Appeals Procedure (2013), Admissions Complaints Procedure (2016)</b>
<b>Next review:</b>	<b>October 2025</b>

## **PURPOSE & SCOPE**

King's College London is a world-class institution, attracting applications from highly qualified applicants from across the globe every year. The university is committed to providing a high-quality admissions process in line with our **admissions policies** for all applicants. However, the university recognises that there may be occasions when applicants to the university may have cause for complaint.

This policy outlines how applicants can submit a complaint and in what circumstances these will be investigated. The policy applies to those who have made a formal application to study at the university (for example, through UCAS, King's Apply, DfE Apply) and applies to all programmes of study, at all levels.

## **POLICY**

### **1. Introduction**

- 1.1. This policy explains how applicants to the university can seek to have a complaint addressed by the admissions team. It outlines the circumstances in which a complaint will be investigated.

### **2. Responsibilities**

- 2.1 Applicants are permitted to make a complaint at any stage in the application process.
- 2.2 Third parties can act on behalf of the applicant if the applicant provides explicit written permission via a King's Apply portal message that they are permitted to do so. For undergraduate programmes, if the third party is the UCAS proxy, it will be assumed that permission has already been granted to act on behalf of the applicant.
- 2.3 Anonymous complaints will not be considered.
- 2.4 Applicants will not suffer any disadvantage or recrimination in the admissions process as the result of making a complaint in good faith. This will not have any ramifications to any existing or future applications.
- 2.5 The university will endeavour to respond in the timeframes outlined below. However, during busy times of the year, there may be delays in the response.



### **3. Informal complaints**

- 3.1 At any stage in the admissions process, applicants can express a dissatisfaction with an aspect of the admissions process. Applicants should message the King's Admissions Office (KAO) via a King's Apply message to inform them of their complaint. These complaints will be investigated by the KAO according to university's admissions policies and procedures and a response will be provided within 15 working days of receipt.
- 3.2 Where a mistake or error in process has been identified, the KAO will seek to provide a remedy. Where a remedy is not possible, an explanation will be provided in writing to the applicant via King's Apply.

### **4. Formal, Stage One Complaint**

- 4.1 Where an applicant is dissatisfied with the outcome of an informal complaint or wishes to formalise their grievance with the university, the applicant can complete and submit a Stage One Complaint form which is available via King's Apply. This form must be submitted no later than 10 working days after the incident has occurred. If submitted after this time, the KAO does not have an obligation to investigate.
- 4.2 Once an application has been made unsuccessful, the applicant has 30 days to make their complaint to the KAO. After this time, the submission of a complaint will not be permitted nor investigated.
- 4.3 Once the complaint form is received, the KAO will examine the evidence that the applicant has submitted and investigate the grievance in line with the university's admissions policies. The KAO has 30 working days to complete its investigation and provide a response.
- 4.4 Where a mistake or error in process has been identified, the KAO will seek to provide a remedy. If a remedy is not possible, an explanation will be provided in writing to the applicant via King's Apply.
- 4.5 The following complaints will not be considered and will be rebuked:
  - i. **Vexatious**  
Complaints made without foundation or in bad faith will not be considered. These include but are not limited to:
    - i. complaints which are obsessive, harassing, or repetitive;
    - ii. insistence on pursuing complaints without merit and/or unrealistic, unreasonable outcomes;
    - iii. complaints which are designed to cause disruption or annoyance;

**ii. Reconsideration of an unsuccessful decision**

This may include but is not limited to the request to review an unsuccessful decision based on competition or failure to demonstrate the meeting entry criteria.

Unless substantive evidence is provided by the applicant that demonstrates there were irregularities in the admissions procedure, these complaints will be rebuked. There is no provision for appeal against the academic or professional judgement of the KAO and admissions selectors.

**iii. Complaints regarding performance on Admissions Tests.**

As the administration of Admissions Tests is outside of the responsibilities of the KAO, these complaints will not be investigated.

**5. Formal, Stage Two Complaint**

- 5.1 Applicants can only make a Stage Two complaint via King's Apply once a response has been received from the completion of a Stage One complaint investigation. There will be a window of 10 working days in which an applicant can submit a Stage Two Complaint once the outcome of Stage One has been received. Complaints made after 10 working days of receiving a stage one outcome will not be considered.
- 5.2 The Stage Two complaint process is triggered by the completion and submission of a Stage Two complaint form. The form is available through and must be submitted via King's Apply. Upon receipt, the KAO has 30 working days to consider the evidence submitted by the applicant, review the Stage One complaint process/outcome and consider the complaint in line with its admissions policies.
- 5.3 The Stage Two Complaint process can be used in the following circumstances:
- i. To express dissatisfaction regarding a significant administrative or procedural error in the processing of the Stage One complaint investigation.
  - ii. Where there is substantive new evidence which the applicant was unable to provide as part of the Stage One complaint, and sufficient evidence remains that the Stage One complaint warrants reconsideration.
- 5.4 Where a mistake or error in process has been identified, the KAO will seek to provide a remedy. Where a remedy is not possible, an explanation will be provided in writing to the applicant via King's Apply.
- 5.5 Using the Stage Two process to express unsubstantiated disagreement or dissatisfaction with the outcome of Stage One will not be investigated and will be rebuked.

## **6. Enrolled students**

- 6.1 Once an applicant completes the online enrolment task, they will be considered as a student at the university. At this stage, students must follow the [Student Complaints Policy and Procedure](#).

## **7. Policy Implementation, Review and Reporting**

- 7.1. Heads of Admissions and Admissions Managers will have responsibility for ensuring that expected response times are met.
- 7.2. Admissions Managers and Admissions Operations will have overview of response times and outcomes of the complaints process. They will review this information to ensure consistency in the application of the policy and to develop and implement improvements in the admissions process for future cycles.
- 7.3. The Admissions Operations team will have responsibility for updating this policy and will review this once every three years, unless there are governmental, legal or regulatory changes that will mean a review will be required at an earlier date.

## Fee Status Policy (Student Admissions)

In light of changes to UK immigration law following the UK's departure from the EU, and the subsequent changes to fee status assessment guidance that is issued by the UK Council for International Affairs (UKCISA), the KAO recognises that the current published policies and procedures regarding applicant and student Fee Status assessments are outdated and are in need of review. The current policies can be found in the university's [Fair Admissions Policy](#) and also in the [Procedure for Contesting Fee Status for Enrolled Students](#).

The King's Admissions Office(KAO) is therefore submitting a revised Fee Status Policy applicable to Student Admission for Academic Board to approve.

The revised policy refers to the updated fee status assessment guidance from UKCISA and explains to applicants how their fee status is determined. It also clarifies how applicants may challenge a fee status assessment before enrolment if they think an incorrect assessment has been made and have evidence to support this. To consolidate the number of policies available to students, the revised policy also subsumes the policy for enrolled students to challenge their fee status. The aim of this document is to provide clarity in all aspects of the university's fee status policies and related procedures, ultimately improving the experience for both staff and students undertaking this process.

### Fee Status Assessment Policy for Applicants and Enrolled Students (Student Admissions)

<b>Policy Category:</b>	Academic
<b>Subject:</b>	Applicant fee status assessment including pre and post enrolment fee status contestation.
<b>Approving Authority:</b>	(SMT OR College Council)
<b>Responsible Officer:</b>	Vice-Principal (Education) and the Executive Director, Students & Education
<b>Delegated Authority:</b>	King's Admissions Office
<b>Related Procedures</b>	
<b>Related College Policies:</b>	Applicant Misconduct Policy, Applicant Complaints Policy, <a href="#">Student Non-Academic Misconduct Policy</a> .
<b>Effective Date:</b>	September 2022
<b>Supersedes:</b>	<a href="#">Procedure for contesting fee status decisions for enrolled students (2018)</a>
<b>Next review:</b>	October 2025

### PURPOSE & SCOPE

King's College London recognises that an accurate assessment of the fee an applicant would be expected to pay upon admittance is an essential part of the student's contract with the university. This policy outlines how the university assesses an applicant's fee status, which determines the fee to be paid for the duration of the programme of study. It also covers the specific circumstances and criteria that pre and post enrolled students can use to contest their fee status. This policy applies to all applicants and enrolled students at the university, at all levels of study.

This policy is updated in light of changes to [the UK Council for International Student Affairs \(UKCISA\) guidelines](#) that have occurred since the UK's departure from the European Union. These guidelines are informed by the UK Government's immigration laws.

### DEFINITIONS

**"Home" and "Overseas" fee status**– the fee that an applicant will pay for their programme is determined by their status of either "Home" or "Overseas". In England there are fee regulations which outline who is eligible for a Home fee status as defined by the UK Government. These regulations are amended regularly. Details of the various

categories of criteria for eligibility may be found on the UK Council for International Student Affairs (UKCISA) webpages. Those applicants whose circumstances do not meet the Home fee categories will pay Overseas fees.

**UK Council for International Student Affairs (UKCISA)** – organisation that supports international students and the institutions who work closely with them. UKCISA provides advice, guidance and information regarding fee regulation and immigration as set by the UK Government. Staff and applicants must utilise UKCISA's guidelines and refer to its set of [definitions](#) when considering fee status.

**Indefinite Leave to Remain/Enter** - Indefinite leave to remain an immigration status which allows a person can settle in the UK. It gives the right to live, work and study in the UK for an indefinite period. It can be used to apply for British citizenship.

**Refugee Status** – if, following an application for asylum to remain in the UK, the individual meets the definition in the [UN Refugee Convention 1951](#), the government will recognise that person as a refugee and issue them with refugee status documentation. Usually, refugees in the UK are given five years' leave to remain as a refugee.

**Humanitarian Protection** – Humanitarian Protection provides international protection where it is needed, to individuals who do not qualify for protection under the Refugee Convention. It covers situations where someone may be at risk of serious harm if they return to their country of origin but they are not recognised as refugees because the risk is not of persecution for a reason covered by the Refugee Convention.

## **POLICY**

### **1. Introduction**

- 1.1 This policy outlines how the university assesses an applicant's fee status. The determined fee status sets the fee that an applicant is due to pay on the commencement of and for the duration of their programme. The policy also provides information on how applicants can contest their fee status assessment pre and post- enrolment.

### **2. Responsibilities**

#### **Applicants and Enrolled Students**

- 2.1 Applicants are required to provide accurate information pertinent to their fee status in their application to the university. This will include, but is not limited to, information such as their residency and nationality.
- 2.2 Applicants and enrolled students are expected to respond to requests for further information regarding their fee status to deadlines specified. Failure to do so may cause a delay in the assessment of their fee status or lead to an inaccurate assessment. For enrolled students requesting a fee status review, this may also mean this request is rebuked.
- 2.3 To allow for effective communication with the university, applicants and enrolled students are expected to monitor their King's Apply account and email inbox regularly.
- 2.4 Applicants and students are expected to behave respectfully in the admissions process. Information about the expected standards and the consequences of not meeting these can be found in the **Applicant Misconduct Policy** and [Student Non-Academic Misconduct Policy](#).

#### **The University**

- 2.5 The university utilises [UK Council for International Student Affairs \(UKCISA\)](#) guidelines to assess the fee status of an application. This assessment is made by the King's Admissions Office (KAO) and applies to all levels of study at the university. The university endeavours to respond within the timescales that are outlined.

### **3. Fee Status Assessment**

- 3.1 The information provided in an application to study at the university will be used to assess an individual's fee status. This includes, but is not limited to, an applicant's residency and nationality. Applicants should ensure that this information is accurate and truthful at the time of application.
- 3.2 Applicant information is mapped by KAO against guidelines and categories outlined by the [UK Council for International Student Affairs \(UKCISA\)](#) to determine the fee status that the applicant will pay for the duration of their programme of study, either Home or Overseas fees.
- 3.3 Should the university require more information from the applicant to make a final decision regarding the fee status, a fee status questionnaire will be sent to the applicant via King's Apply for completion and return, with evidence. A deadline will be specified for the submission of this information and failure to meet this will result in a delay in the assessment of the application and/or potentially an inaccurate fee status assessment.
- 3.4 The final fee status assessment made by the university will be included in the applicant's offer letter which is published on King's Apply. This will confirm the fee that will be expected to be paid for the duration of study. By accepting an offer, as a Firm or Insurance offer, the applicant is accepting the fee status assessment made by the university.

### **4. Contesting Fee Status Assessment, Pre-Enrolment**

- 4.1 Before accepting an offer to study at the university, and before enrolment, if an applicant wishes to contest their fee status assessment, they can submit a complaint to the KAO via King's Apply to request that this is reviewed.
- 4.2 The applicant has one opportunity to contest their determined fee status in an application cycle, unless there is compelling evidence that circumstances have changed on multiple occasions during this period which would warrant multiple reviews. With limited opportunities to challenge a fee status decision post-enrolment, applicants are encouraged to contact the university prior to enrolment if they believe there is an error in their fee status assessment.
- 4.3 The KAO may ask the applicant to complete a questionnaire and provide further evidence to gain a detailed understanding of their circumstances via King's Apply. Applicants are expected to adhere to specified deadlines to ensure a timely review and accurate review can take place. Failure to meet deadlines may result in the request for a fee status review being rebuked.
- 4.4 Once all information has been gathered from the applicant for an investigation to take place, the KAO has 10 working days to provide a response. The outcome of this investigation will result in either:
  - a. the fee status being updated, and a new offer letter being issued; or
  - b. the initial assessment standing with a written explanation as to why it cannot be changed.
- 4.5 This decision will be final. The applicant may consider the **Applicant Complaints Procedure, Stage 2** should they feel there has been a procedural error in handling the complaint.

### **5. Contesting Fee Status Assessment for Students, Post-Enrolment**

- 5.1 The university recognises that after enrolment, a student's circumstances may change and as a result they may wish to contest their determined fee status. There are three identified timeframes under which enrolled students can request a review of their fee status:
  - a. prior to 31st October of the first academic year of the programme;
  - b. after 31st October of the first academic year of the programme;
  - c. between 1st September and 31st October of the second or subsequent academic year.

5.2 For all timeframes outlined in 5.1, students must:

- a. have reviewed the eligibility criteria for Home fees for higher education in England provided by UKCISA, and;
- b. meet the eligibility criteria for Home fees through at least one of the UKCISA categories, and;
- c. for 5.1.a and 5.1b., have commenced or be due to commence a programme of study in the current academic year, or;
- d. for 5.1.c, have commenced or be due to commence a year of study in the current academic year.

5.3 Provided all the applicable criteria in 5.2 are met, students wishing to contest their fee status post-enrolment can do so on either of the following grounds:

- a. if their immigration status has changed since the point of enrolment. Please note, being granted Indefinite Leave to Remain/Enter after the first day of the first academic year will not lead to a change in fee status; or
- b. if they or a relevant family member has been granted refugee status or humanitarian protection. Please note, being granted refugee status or humanitarian protection after the start of the course will only result in a change in fee status for the upcoming academic year if all other category criteria have been met.

5.4 For those students wishing to contest their fee status decision prior to 31st October of the first academic year of the programme (5.1.a) they may also contest their fee status on following grounds:

- a. if there is evidence of a procedural error that was made during the original fee status assessment.

5.5 Requests for a review of the student's fee status will not normally be considered under any other circumstances and only if there are exceptional circumstances surrounding the contestation.

5.6 Students who meet the above criteria, must submit a fully completed **Fee Status Review Form (FSRF)** along with any supporting evidence directly to the KAO via [feestatusreview@kcl.ac.uk](mailto:feestatusreview@kcl.ac.uk) to initiate a request to have their fee status reconsidered. Enrolled students have one opportunity to request a review and therefore it is essential that all supporting evidence is submitted alongside any request made.

5.7 KAO will review the submission within 10 working days. If further information is required to complete the review, this will be communicated to the student via email. The student will be required provide further evidence within specified deadlines. Once all information required to complete the assessment has been received and criteria met as outlined above, the KAO endeavours to respond within a further 20 working days with the outcome of the assessment.

5.8 Failure to respond to requests for further information in the timeframes provided, may result in a rebuking of the request to reconsider the fee status decision and/or the assessment will be concluded based on the information available. Any cases closed due to insufficient evidence or information will remain at the existing fee rate.

5.9 Those that do not meet the criteria in 5.1, 5.2, 5.3 and 5.4, will not have their request reviewed and it will be rebuked.

5.10 Fee status reviews can only be submitted for current or upcoming academic years. It is not possible to conduct retrospective reviews for previous academic years.

5.11 There are limited circumstances by which a student can become eligible for Home fees after a programme has started. Interruption of studies in order to meet certain residency criteria for Home fees will not result in a change in fee status. Students will be considered as a continuing student in these circumstances and the fee status will remain as assessed when they originally started their course.

- 5.12 For students entering their second or subsequent years of study, requests to review a fee status decision that are made outside of the timeframe 1<sup>st</sup> September – 31<sup>st</sup> October, will not be considered.

**Outcomes**

- 5.12 Once the KAO has reviewed the fee status the outcome there are two possible outcomes:
- a. request to review fee status and evidence is not compelling and the fee status decision should be changed; or
  - b. Request and evidence demonstrates that a fee status should be updated to Home fees.
- 5.13 If the student's fee status is to be updated to Home fees, the KAO will inform any relevant departments at the university of the change in fee status and any adjustments that are required to the fee payable. The student will also be notified of the outcome of the review via email from the KAO.
- 5.14 In circumstances where a decision will not be changed, the KAO will email the student directly and provide a written explanation as to why the fee status decision cannot be changed.
- 5.15 The final decision of the university following a fee status review is final and will not be open to reinvestigation or contention. If a student is dissatisfied with the outcome, they can consider following the [Student Complaints Procedure](#).

**6 Policy Implementation and Review**

- 6.1 Unless there is a change to the legal or political landscape or internal monitoring suggests an urgent review of this policy is required, the policy will be reviewed every three years by the KAO.

**7 Reporting**

- 7.1 Admissions Managers within the KAO will have oversight of the requests and outcomes for fee status decisions and reviews. Fee status decisions, the volume of requests for reviews and outcomes will be monitored and will inform the needs for staff training and the development of resources to support accurate decision making.
- 7.2 Information submitted by applicants regarding their fee status is stored by the KAO in accordance with the [Privacy Notice](#) and [retention schedules](#).



# Postgraduate External Examiners Overview Report (2020/21)

## 1. INTRODUCTION

The purpose of this report is to draw out the main issues raised in External Examiners' reports during 2020/21 and to report on the judgements made by External Examiners about academic standards. In instances where particular examples from Departments or Faculties (Institutes/Schools) are quoted this is often done to illustrate a point that could, or should, be applied generally across the institution.

## 2. NUMBER OF REPORTS RECEIVED

2.1 The number of External Examiner reports received for postgraduate programmes by Faculty (Institute/School) is as follows:

Faculty (Institute/School)	No of External Examiners	No of reports received	% Return rate
Arts and Humanities	38	20	53%
Business School	14	11	76%
Dentistry, Oral & Craniofacial Sciences	15	15	100%
Life Science and Medicine	37	30	81%
Law School	20	15	54%
Natural, Mathematical & Engineering Sciences	21	15	71%
Nursing and Midwifery & Palliative Care	10	8	80%
Institute of Psychiatry, Psychology and Neuroscience	39	27	69%
Social Sciences and Public Policy	63	47	75%
<b>Total 2020/1</b>	<b>257</b>	<b>188</b>	<b>73%</b>

2.2 Those reports still outstanding are being followed up by the Academic Regulations, Quality and Standards (ARQS) team and Faculty teams. The overall response rate is lower than this time last year at 73% compared to 77%. However, at Faculty level the response rate has improved in four of the 9 Faculties, and one remained the same. In the remaining Faculties the response rate has decreased slightly except for Arts and Humanities which has dropped from 82% to 53%. As mitigation the ongoing impact of Covid is likely to still be affecting the response rate plus the current industrial action which is still ongoing. To date there have been seven official resignations received due to industrial action from PGT External Examiners with a further three anecdotally reported. The ARQS team will continue to follow up with those External Examiners who have yet to submit their report.

	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16
Number of External Examiners	257	288	285	278	271	274
Number of Reports received	188	279	250	275	268	265

Percentage Return Rate	73	97	90	99	99	97
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### 3. INDUCTION

- 3.1 It is a requirement that all new External Examiners receive an induction on taking up the role. The satisfaction with the induction process continues to be monitored via their first report and based on findings from 2020/21 reports assurance can be given that most Faculties are providing their External Examiners with appropriate orientation on commencement of their role.

### 4. COVID-19

- 4.1 In light, of the ongoing pandemic the College introduced the Fair Assessment Policy, a new package of measures for the academic year 2020-21 that would operate alongside any mitigations that had already been applied to a student's marks from the previous academic year.

The package included:

- **Individual mitigation (personal circumstances)** - adapted and simplified the process and removed the need for students to provide evidence for COVID related mitigations.
  - **Cohort mitigation** - reviewed the cohort outcomes for each programme against previous, pre-pandemic years to make sure each cohort on the programme had not been unfairly disadvantaged by the impact of COVID-19 in 2020/21.
  - **Progression and award** – two percentage points classification borderlines if 60 credits across two or more modules in the upper classification for Postgraduate students
- 4.2 The annual report template that External Examiners complete each year was revised to get opinions from our External Examiners on how we managed the pandemic, and whether they had received sufficient information. Assurance was given that the mitigations we put in place were appropriate and did not impact on our academic standards.
- 4.3 Overall, our External Examiners confirmed the actions taken by the College and programme teams, along with the mitigations put in place, were appropriate in managing the pandemic. On the whole External Examiners were supportive, complimentary, and commented specifically on the appropriateness of amendments made to assessments that did not compromise academic standards.
- 4.4 However some concerns were raised by External Examiners in respect of grade inflation caused by Covid measures. An External Examiner from Institute of Psychiatry, Psychology & Neuroscience felt that the changes introduced in respect of double marking requirements had led to an observed grade inflation. In Natural, Mathematical & Engineering Sciences the External Examiners expressed concern at the continued reliance on online assessment and stated the importance of returning to in person examinations to combat grade inflation; this would also tackle the increased rise of Academic Misconduct cases. An External Examiner from Arts and Humanities reported that the application of Cohort Mitigation had skewed the results as it was applied to an incomplete cohort, around 50% of the cohort were excluded due to deferrals.

### 5. ACADEMIC STANDARDS

- 5.1 Every year External Examiners are explicitly asked to confirm that the academic standards of the programme(s) are in line with QAA requirements, whether the performance of students is comparable in relation to their peers on similar programmes, and whether the programme(s) is comparable to those of similar programmes nationally. Reports from

External Examiners indicated that academic standards continue to be endorsed at an equivalent standard and are in line with QAA standards.

- 5.2 Where External Examiners have identified an area that “impact[s] on academic standards,” discussions are held with the Assessment Board Chair and Chair of Academic Standards Sub-Committee (ASSC) and a formal response to these comments will be communicated back to the External Examiners.
- 5.3 The following issues were raised as impacting on academic standards:
- At the Institute of Psychiatry, Psychology and Neuroscience an External Examiner noted that there was a mounting need to develop a specific marking criterion for online and open book exams to prevent grade inflation.
  - In the Faculty of Natural, Mathematical & Engineering Sciences an External Examiner, whilst acknowledging that online and open book exams were an essential stop gap during the pandemic, urged for a return to in person assessment or at the very least more robust measures at College level to minimize the opportunities for academic misconduct.
  - In the Faculty of Arts and Humanities an External Examiner commented that the over reliance on hourly paid lecturers had led to some concern around teaching and marking standards.
  - In the Faculty of Dentistry, Oral & Craniofacial Sciences an External Examiner felt that academic standards had not been met and attributed this to Covid and the restrictions it placed on him being able to travel and visit in person any clinical and practical exams.

A formal response to these comments/recommendations made by the External Examiner and any actions have been sent back to the External Examiners.

## **6. ASSESSMENT CRITERIA AND FEEDBACK**

- 6.1 External Examiners, overall, commented favorably on the marking schemes and the improvement that this has meant.
- 6.2 The External Examiners at the Institute of Psychiatry, Psychology and Neuroscience felt that the marking schemes were clear and appropriate and were linked to learning outcomes and that feedback, both formative and summative, was relevant and constructive. However, they felt that marking schemes and/or assessment format needs to be reviewed where the move to online assessment resulted in grade inflation.
- 6.2 Externals from the Faculty of Arts and Humanities commented on the reliance on 100% coursework and whilst still appropriate suggested that there was scope for introducing different assessment types especially for formative work. In a similar vein, the Externals in Law commented on the difference in assessment variety between the online programmes and the on-campus programmes and felt that there was room for more diversity in the online programmes. An External Examiner in Social Science and Public Policy also echoed this where it was commented that ‘serious consideration be given to diversifying assessment types.’
- 6.3 An External Examiner from the King’s Business School commented that the feedback on failed assessment was sometimes unconstructive and unclear, and an External Examiner in the Faculty of Dentistry, Oral & Craniofacial Sciences also raised the same issue and suggested that more nuanced feedback could be provided if the ‘fail’ grades had more categories.
- 6.4 Several External Examiners commented on the lack of evidence that work had been second marked and that this should be more evident. An External Examiner in the Faculty of Social Science and Public Policy also commented on this and expanded further by suggesting that

there should be clear expectations of what a first and second marker should provide in terms of feedback.

- 6.5 Several External Examiners noted inconsistencies in the format and style of dissertation feedback and felt that the length and of feedback should be standardised to ensure parity. It was suggested that the comments of both 1<sup>st</sup> and 2<sup>nd</sup> markers should be available and if a 3<sup>rd</sup> marker was used to resolve a dispute, they should be required to provide a clear explanation.
- 6.6 External Examiners from Faculties of Life Science and Medicine, Social Science and Public Policy, Arts and Humanities and Dentistry, Oral & Craniofacial Sciences all commented on instances where there was evidence of inconsistency with the feedback provided and the mark awarded and that they did not always align.

## **7. OPERATION OF ASSESSMENT SUB-BOARDS**

- 7.1 In general, External Examiners are positive in their comments on the operations of the Boards, with many thanking professional services staff and Chair's for their assistance. An External Examiner from the Faculty of Natural, Mathematical & Engineering Sciences felt that the Assessment Boards were exemplary with full and fair consideration being given to difficult and borderline cases. An External Examiner at the Institute of Psychiatry, Psychology and Neuroscience commented on the consideration to MCF submissions and the general wellbeing of students during the pandemic.
- 7.2 There were suggestions from External Examiners in the Faculty of Natural, Mathematical & Engineering Sciences to anonymise board paperwork, they were surprised that this was not customary practice already as this was a recurring comment from External Examiners in previous years.
- 7.3 In the Faculty of Natural, Mathematical & Engineering Sciences there was also a request from an External Examiner to put in place a checklist to ensure exam papers were carefully vetted to avoid errors. This diligence should also be adopted for the Board paperwork to ensure that it was also accurate; this would give the External Examiners confidence in the paperwork and the marks being presented for approval.
- 7.4 Some External Examiners from King's Business School commented on the ineffective communication with professional services staff including the lack of information and support; it was acknowledged that this was in part due to Covid and staff rotation but felt that additional resource was needed in this area. In the Faculty of Life Science and Medicine an External Examiner commented that he was given 2 days to review all the paperwork ahead of the Board and another had issues accessing KEATS. In the Faculty of Arts and Humanities, the External Examiner felt that the compressed timescale that he was given to undertake his duties was insufficient and was further hampered by the way in which the material was presented to him.
- 7.5 Several External Examiners across Faculties suggested a key dates and deadlines document of their expectations to allow them to better plan their schedules; last minute meetings and work arriving all at once were listed as most common irritations.

## **8. GOOD PRACTICE**

- 8.1 There were many areas of good practice that were noted across the reports including:
- The high standard of candidate performance
  - Innovative and variety of assessments styles

- The quality of the teaching and commitment of both academic and professional services staff.
- Competent and fair handling of misconduct cases
- Sensitive handling of MC cases
- Excellent online provision

8.2 There were a number of External Examiners that highlight the innovative and variety of assessment formats, for example an External Examiner at the Institute of Psychiatry, Psychology and Neuroscience commented on assessment that 'varied and realistic and aimed at developing key academic and transferable skills' In Dickson Poon School of Law the External Examiner commented on the curriculum design '..very good, reflective of current legal practices and offers a diverse range of interests for students to explore'.

## **9. RECURRING THEMES**

9.1 The following themes emerged from scrutiny of External Examiners reports. Some themes have appeared in previous year's reports too:

- Diversification of Assessment Types
- More consistent feedback for dissertations
- More resource for professional services staff

## **10. EXTERNAL EXAMINER REPORTS**

10.1 The number of External Examiner reports with 'Issues that Impact Academic Standards' is 3%, this is higher than last year (2%), but it is still lower than the pre pandemic level of 6% and a number of reports are also still outstanding. Some comments that were highlighted as 'Issues that Impact Academic Standards' have not been included in this total as following a review by the Chair of the Academic Standards Sub-Committee they were deemed inappropriate in this category (e.g., Covid restrictions that prevented the External Examiner from observing practical exams in person).

## **11. RECOMMENDATIONS**

11.1 Taking the above into consideration it is therefore requested that Academic Board agree to the following:

- Assessment Board and Sub-Board deadline timeframes are considered and revised where appropriate.
- Faculty Assessment Board/Sub-Assessment Board chairs continue to communicate to all markers the need to ensure consistency in marking annotation, transparency in marking, and that feedback should reflect the mark awarded – this is particularly relevant with dissertation marking.

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# Royal Academy of Dramatic Arts (RADA) – Academic Regulations 2022/23

The logo for the Royal Academy of Dramatic Arts (RADA) is displayed in large, bold, black capital letters. It is positioned on the left side of a horizontal green bar that spans the width of the page.

**Royal Academy of Dramatic Art**

**Academic Regulations and Policies**

Original created	2001
Policy Updated	March 2022
Document Approved by	Academic Board
Date Approved	31 March 2022
Version	1.10
Review Date	Annually

Validated by King's College London

# Royal Academy of Dramatic Art Academic Regulations

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## Introduction

1. In this document “you” and “your” means a student registered at RADA for a qualification at Level 4 and above in the UK Framework for Higher Education Qualifications; “we”, “us” and “our” means RADA or, as context requires, an officer of RADA or a member of RADA staff action on our behalf.
2. These regulations set out the framework within which we will register you for a higher education qualification at RADA. They form part of the terms and conditions of being a RADA student. They have been approved by King’s College London, which is the degree awarding body for RADA.
3. The awards covered by these regulations are:
  - a. Bachelor of Arts (BA Hons) in Acting
  - b. Foundation Degree (FdA) in Technical Theatre & Stage Management
  - c. BA (Hons) in Technical Theatre & Stage Management
  - d. Postgraduate Diploma (PgD) in Theatre Costume
  - e. MA in Theatre Lab
4. We use the regulations to ensure that we are consistent in our academic judgements and that we treat you fairly and equally.
5. We review these regulations at the end of every academic year. We will let you know at re-enrolment if there are any changes.
6. Some of the words in these regulations have a specific meaning. Where this is particular to a section, the word is defined in that place.
7. Some words are used more generally, and their particular meanings are set out here:
  - a. The Academic Year is the period from 1 September to the subsequent 31 August.
  - b. Our academic year is divided into three terms of 12 weeks each.
  - c. Level means a level of the UK Framework for Higher Education Qualifications.

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## Admissions and Entry

8. You must apply for admission to study a specific programme or programmes



using the application form or system set out for that programme. We will consider your application on its individual merits.

9. We may ask you to take auditions, interviews, tests or other forms of assessment in considering applications; we will ask you to provide evidence of the qualifications and experience you claim on your application. Where a qualification is pending and forms part of the entry requirements for the programme, we may make an offer on the condition that the qualification is awarded prior to your registration.
10. For some programmes we may need evidence of other qualities, such as medical clearance or Disclosure and Barring Service clearance.
11. We may offer you a place conditional upon your meeting certain criteria.
12. We take decisions on admission in good faith on the basis that the information you give us is accurate and correct. If we subsequently find out that the information you gave us is untrue or inaccurate, we may refuse admission or terminate your registration.
13. You must meet the following criteria to be offered a place at RADA:
  - a. You must satisfy programme-specific entrance requirements for the level and programme of study as set out in paragraphs 18 to 22 below;
  - b. You must have demonstrated to our satisfaction, taking into account any individual circumstances, the intellectual maturity necessary to gain full advantage from the educational experience offered by the programme of study;
  - c. You must be proficient in spoken and written English to the levels set out in paragraphs 16 or 17 below, as appropriate.
  - d. You must have satisfied us about any arrangements which are considered necessary if you are under 18 years of age;
  - e. You must have an appropriate visa, where applicable;
  - f. You must comply with our registration procedure.
14. If you hold alternative qualifications which do not conform to those normally prescribed for the programme for which you are applying we may consider you for admission if your background and experience or general education satisfies us of your fitness to complete the programme of study.

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## English language proficiency

15. We teach all parts of all programmes in English; you must have complete fluency in the English language and evidence of this will be explored during the audition process (BA in Acting, MA Theatre Lab) or interview (FdA TTSM, BA TTSM and PgD Courses).

16. For all programmes except the MA Theatre Lab you must have achieved a minimum Level B2 in the Common European Framework of Reference Languages (CEFR) scale, which equates to IELTS 5.5.
17. For the MA Theatre Lab you must have achieved IELTS level 7.0 overall with a minimum of 6.5 in all areas or hold ISE III (C1) certification.

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## **Specific criteria for individual programmes are as follows:**

18. Admission Requirements for Bachelor of Arts (Honours) in Acting
  - a. You must have a standard of education, both general and specific to the discipline to be studied, to equip you to benefit from instruction at levels 4, 5 and 6.
  - b. You will be selected for admission by a four-stage audition process.
19. Admission Requirements for Foundation Degree in Technical Theatre and Stage Management
  - a. You must have a standard of education, both general and specific to the discipline to be studied, to equip you to benefit from instruction at levels 4 and 5.
  - b. You must show us evidence of practical experience of working in a technical area on a theatre production.
  - c. You will be selected for admissions by a two stage process involving an interview and a workshop stage
  - d. You may be asked to submit a portfolio of work at either stage of the admissions process
20. Admission Requirements for Bachelor of Arts (Honours) in Technical Theatre and Stage Management (completion award):
  - a. Graduates of the RADA FdA Technical Theatre and Stage Management Foundation Degree will be considered if you have shown a clear suitability for further training at the BA level and have achieved a minimum of 68% (or merit) in the final mark of that programme.
  - b. You will be considered if you have graduated from a programme of study similar in content, commensurate in level of award and result with RADA's FdA in Technical Theatre and Stage Management (ie with 240 credits or equivalent at Level 5 in the FHEQ).
  - c. You will require a strong testimonial from at least one of the following: a

tutor, professional work placement, professional student buddy, or other industry specialist who is able to comment on the standard of your work.

- d. Candidates are asked to show any work that may serve to support their application
- e. You will be selected for admission by interview

21. Admission Requirements for Postgraduate Technical Programmes

- a. You must hold an undergraduate degree in a relevant subject and have substantial practical experience gained through study or professional experience, or demonstrate prior experiential learning equivalent to a level 6 qualification.
- b. Candidates are asked to show any work that may serve to support their application
- c. You will be asked to submit a portfolio of work and you will be selected for admission by interview.

22. Admission Requirements for MA in Theatre Lab Programme

- a. You must hold an undergraduate degree in a relevant subject and have substantial practical experience gained through study or professional experience or;
  - b. an undergraduate degree in an unrelated subject in addition to substantial practical acting/performance experience or;
  - c. demonstrate prior experiential learning in acting/performance equivalent to a level 6 qualification..
- d. You will be selected by a two-stage audition process.

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## Duration of Programme and Mode of Attendance

23. The minimum length of study for our programmes, and the mode of attendance, are as follows:
- a. BA (Hons) in Acting: three academic years, full time
  - b. Foundation Degree in Technical Theatre and Stage Management: two academic years, full time
  - c. BA (Hons) in Technical Theatre and Stage Management: one academic year full time
  - d. Postgraduate Diploma in Theatre Costume: two academic years, full time

- e. MA in Theatre Lab: one calendar year from January.

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## Registration and Tuition Fees

24. You must register annually and inform us of both your permanent and term-time residential addresses. So that we can keep in touch with you, you must tell us promptly if you change your address.
25. We set tuition fees on an annual basis. A schedule of fees is published on our website.
26. Our Fees Policy sets out how you must pay your fees. If you leave early, the Fee Policy sets out what fees will remain owing to us.
27. If you do not pay your fees, or agree with us a satisfactory arrangement for the payment of your fees, we may cancel your registration as a RADA student.

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## Attendance

28. We expect you to attend all teaching sessions and to arrive in good time. You must sign in every day you are present at RADA. This reflects expected standards of professional behaviour within theatres.
29. You may not be absent from class without prior permission from the Director of Actor Training, Director of Technical Training, Head of Theatre Lab, Registrar, or other designated senior staff member. Our Attendance Policy sets out further details.
30. We will not grant permission for you to be absent from timetabled classes, rehearsals and assessments unless there are exceptional circumstances, as outlined in our Mitigating Circumstances Policy.
31. You are not permitted to be late for any classes. We expect you to be on time for your call, which is prior to the actual start of the class time. We will record all late arrivals and absences as outlined in our Attendance Policy.
32. If you are absent for more than four weeks of training either consecutively or cumulatively over the academic year, you may not be permitted to progress to the next year of the programme. This is subject to your overall academic performance, any mitigating circumstances you may submit, and the recommendation of the Programme Assessment Board.
33. 'Four weeks' in working days means the following periods for each programme:

Programme	Usual teaching days per week	Four weeks in days
FdA TTSM	5	20
BA TTSM	5	20

BA Acting	5	20
PgD Theatre Costume	5	20
MA Theatre Lab	4	16

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## Conduct

34. We expect you to maintain the highest standards of dedication and behaviour as outlined in the *Student Code of Conduct*.
35. If you are in breach of this code you may be referred to the *Disciplinary Policy* or the *Fitness to Train Policy*.
36. RADA will not tolerate discrimination and discriminatory attitudes. You must have consideration and respect for everyone in the Academy, regardless of race, religion or belief, gender, sexual orientation, age, marital status and social background or any other protected characteristic. If you fail to observe this, we will treat it as a disciplinary offence and deal with it under the terms of the *Disciplinary Policy*.
37. RADA will not tolerate harassment in any forms and it is a disciplinary offence. Harassment can include bullying, insulting comments, offensive behaviour, jokes, threats, and giving people unwanted attention. If you engage in harassment of other students or staff, we will start disciplinary proceedings, which may result in RADA withdrawing you from the course. Our *Disciplinary Policy* and our *Respect at RADA* policy contain further information.
38. If you are in breach of our regulations, policies and codes of conduct you may be subject to disciplinary sanctions, including expulsion from the Academy in accordance with the relevant policy or the *Emergency Powers of Suspension and Exclusion policy*.

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## Employment outside RADA and Early Release

39. You may not undertake any professional engagement for the duration of your training without the permission of the Principal of RADA or nominee.
40. You may not, whilst you are a student, sign any contract or come to any understanding, with regard to your professional services, with any Artists' Agent or prospective employer without the permission of the Principal of RADA or nominee.
41. Our *Early Release Policy* sets out how, with the specific permission of the Principal of RADA or nominee, under specific circumstances and at the end of the BA Acting programme, BA (Hons) Technical Theatre and Stage Management you may substitute professional work for a RADA production and be awarded a

degree, subject to successful completion of the required number of assessment points for your course. Such permission is only given in exceptional circumstances.

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## Interruption of Studies (Intermittence)

- 42. If illness, disability or other personal circumstances prevent you from effectively pursuing your training you may apply to interrupt your training for a period agreed by the Principal or nominee.
- 43. The maximum period you are allowed to Interrupt is two years. If you are absent for more than two years you will be withdrawn from the course.
- 44. The maximum amount of time you may take to complete your degree including intermittence is five years.

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## Fitness to Train

- 45. Fitness to Train is defined as your ability to engage fully with your studies and to fulfil the expectations of the course without negative impact on yourself, other students or staff. In cases where you do not meet these expectations you may be declared unable to continue with your training under the terms of the *Fitness to Train* policy.
- 46. The maximum amount of time you may interrupt your training under the *Fitness to Train* policy is two years. After that period you will be withdrawn from the course.

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## Programme Content

- 47. You will follow the complete programme of study outlined in the relevant programme specification and Course Document.
- 48. You do not have a choice in the selection of your teachers, including visiting professionals.
- 49. You have no right to demand a specific part or show role in any production, project or assessment.
- 50. In cases of staff absence or changes, we may need to make some adjustment to the programme, in line with the programme specification, and following consultation with the students affected.
- 51. We may make adjustments to the programme content that reflect developments in theatre practice. You will be consulted before any adjustment to your programme is made during your period of study.

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# Assessment Framework

## Overview

52. Our programmes lead to awards made by King's College London (King's). King's is responsible for assuring the quality of the qualifications that it awards and approves these academic regulations in the context of its own assessment regulations on an annual basis.

## Assessment Boards

53. RADA Assessment Boards are responsible for ensuring that the examination and assessment procedures for the award(s) for which it is responsible are carried out in accordance with the regulations governing the programme(s) and award(s) concerned and other relevant Academy regulations and in a fair and impartial manner. Assessment boards make decisions on student progression, award, or withdrawal due to academic failure, based on consideration of assessment outcomes for each student.
54. Assessment Boards conduct their business according to the following terms of reference:
- a. to agree the grades awarded for each assessment and any aggregate marks calculated;
  - b. to consider any recommendations arising from mitigating circumstances procedures;
  - c. make decisions on each student's progression or final award in accordance with the requirements set out in the programme specification, course document and academic regulations including;
    - whether a student may proceed to the next stage of a programme
    - whether a student is permitted to retrieve or repeat an assessment, module or stage of a programme
    - whether a student is required to withdraw due to academic failure
    - the award of credit, degrees or diplomas and, where relevant, the classification of these awards
  - d. to consider initial comments from the External Examiner;
  - e. to note any adjustments made as a result of the implementation of emergency assessment regulations;
  - f. to ensure a proper record is kept of the proceedings and decisions, and that the confidentiality of these is preserved.
55. Assessment Board membership consists of the Director/Course leader of the course under consideration, a Director/Course Leader from another course, Internal and External Examiners, King's Chair of the School of Arts and Humanities Undergraduate/Postgraduate Faculty Assessment Sub-Committee;

Registrar or Deputy Registrar.

#### Revocation of awards

56. King's College London may revoke any degree, diploma, certificate or other award granted by King's College London in accordance either with the Charter and Statutes of King's College London and all privileges connected therewith, if it shall be discovered at any time and proved to the satisfaction of King's College London that:
- a. There was an administrative error in the award made under the procedures required by King's College London regulations; or
  - b. Subsequent to award, a Faculty Assessment Board, having taken into account information which was unavailable at the time its decision was made, determines that a candidate's classification should be altered.

#### Award of credit

57. Credits are awarded for the programmes listed in paragraph 3 above, with the exception of BA (Hons) Acting, which is not credit-weighted. The level and volume of credit associated with each course and module is outlined in the programme specification. The credit requirements for each type of award are outlined in the King's Assessment Regulations..
58. We do not permit credit transfer between our programmes or module exemptions based on prior learning.
59. All modules within the Foundation Degree, BA(Hons) in Technical Theatre, Postgraduate Diplomas and MA programmes are considered core modules, and hence must be taken and passed.

#### Continuous assessment: all awards

60. We will assess you by a joint process of continuous assessment and specific assessment points, as outlined in the individual programme specification.
61. Exceptionally, we may make provision for you to undertake an alternative form of assessment where it is impractical for you to be assessed or reassessed at the end of the module; provided that you are assessed on equal terms with other students. Our Mitigating Circumstances Policy sets out further information.

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## Academic Progression Requirements

#### BA Acting

62. You must pass every assessment point in the 1st and 2nd year to progress to the 3rd year.
63. During the third year you may fail or miss one assessment.
64. If you are in danger of failing an assessment, during a cumulative assessment term, the tutor(s) concerned will inform the Director of Actor Training who will



agree with them the strategy for informing you.

65. You may only miss an assessment if Mitigating Circumstances has been approved.

66. If you fail an assessment you will be given one opportunity to retrieve the mark by one of the following methods:

- a. For an individual exercise within the cumulative assessment in years 1 and 2 the Director of Actor Training (i.e. the Assessment Board Chair) may offer you the opportunity to repeat that exercise at a later date. In cases where disability, illness or injury prevent you from taking the original assessment, reasonable adjustment will be made to allow you to be assessed by alternative means.
- b. When the failed or missed assessment in Years 1 or 2 is a presentation in a play or other group-dependent exercise, you will be permitted to retrieve your assessment at the next available opportunity, in accordance with the retrieval schedule outlined in the Programme Specification.
- c. When the failed or missed assessment is a performance in a play or other group dependent exercise, you will be assessed on the rehearsal/process alongside your documentation of the project/production.
- d. In cases where you have missed an entire subject/project/production and its corresponding assessment point(s) (for example, being absent for four weeks or more) you will normally be subject to either a Fitness to Train (where there is an underlying mitigating cause) or to a disciplinary process, as a result of which you may be required to either withdraw, or to interrupt your studies for a period of time.
- e. If you interrupt your studies you may re-join in the appropriate term in the following year in order to take the assessment. In some circumstances an alternative assessment method may be agreed in order to enable a student to complete their studies within the normal timescales. All such alternatives will be authorised by the Assessment Board.

67. If you need to extend the length of your registration to retrieve failed assessments you may be liable for additional fees at RADA's discretion

68. If you fail the attempt to retrieve the failed assessment then you may not progress with your studies and must withdraw from the course.

69. Students may in their third year of training undertake a professional engagement see above points 40-42

FdA and BA in Technical Theatre & Stage Management, Postgraduate Diploma Theatre Costume and MA Theatre Lab:

70. You must pass every assessment point to successfully complete the programme whether it is credit weighted or not.

71. You may only miss an assessment if Mitigating Circumstances have been approved

72. If you fail an assessment you will be given one opportunity to retrieve the mark, if you pass your retrieval the mark will be capped at the basic pass rate 40 for Undergraduate and 50 for postgraduate courses. Where possible you will be assessed by repeating the same activity. Where not possible, you may be required to carry out a separate piece of work in place of the original assessment. In cases where disability, illness or injury prevent you from taking the original assessment reasonable adjustments will be made to allow you to be assessed by alternative means.
73. If you interrupt your studies you may re-join in the appropriate term in the following year in order to take the assessment. In some circumstances an alternative assessment method may be agreed in order to enable a student to complete their studies within the normal timescales. All such alternatives will be authorised by the Assessment Board.
74. If you fail an assessment you will have one opportunity to retrieve the mark. Where possible you will be assessed by repeating the same activity. Where not possible, you may be required to carry out a separate piece of work in place of the original assessment. In cases where disability, illness or injury prevent you from taking the original assessment reasonable adjustments will be made to allow you to be assessed by alternative means.
75. We will second mark any failed work. For the MA Theatre Lab, the failed work must be agreed by the External Examiner.
76. If you need to extend the length of your registration to retrieve failed assessments you may be liable for additional fees at RADA's discretion.
77. If you fail the attempt to retrieve a failed assessment then you may not progress with your studies and must withdraw from the course.
78. An attempt to retrieve an assessment that has been missed due to mitigating circumstances will be treated as a first attempt. If you fail an attempt to retrieve a missed assessment, you may be permitted one further attempt to retrieve the failed assessment by the Assessment Board.
79. FdA TTSM and BA TTSM may in exceptional circumstances be permitted to take an extended placement. We will count the successful completion of this placement as two assessment points. You will normally be assessed by RADA tutors during an extended placement.

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## **Award of a degree or other award**

80. We will recommend to King's the award to you of a degree or other qualification when you have:
- a. completed to the satisfaction of the relevant teaching staff the programme of study prescribed in the programme specification and Course Document for which you are registered;
  - b. successfully completed all assessments or elements prescribed for the

award in the programme specification and have Met all intended learning outcomes for the programme

81. At the completion of your final year we will consider your total assessment record and assess you for an award in line with the following criteria:

Bachelor of Arts with Honours (BA (Hons)) Acting (unclassified honours degree):

82. You will be assessed for award according to the following criteria:

- a. Pass: you have met the learning outcomes of the programme to a satisfactory standard.
- b. Fail: you have failed to meet the learning outcomes of the programme.

For the purposes of determining progress and achievement, numerical marks are awarded for each assessment. You must meet the minimum overall pass mark of 40 in order to qualify for the award of BA (Hons).

Foundation Degree of Arts in Technical Theatre and Stage Management (FdA):

83. An award will be made according to the following criteria:

- a. You will be eligible for the award of the Foundation degree if you have achieved a minimum average mark of 40 over the final year of the programme.
- b. If you achieve an average between 68 and 77 inclusive you will be eligible for the award of the Foundation degree with Merit
- c. If you achieve an average of 78 or over you will be eligible for the award of the Foundation degree with Distinction.

Bachelor of Arts with Honours (BA (Hons)) in Technical Theatre and Stage Management:

84. An Award will be made according to the following criteria:

- a. You will be eligible for the award of BA (Hons) if you have achieved an average of 40 over the final year of the programme.
- b. If you achieve an average between 68 and 77 inclusive you will be eligible for the award of BA (Hons) with Merit
- c. If you achieve an average of 78 or over you will be eligible for the award of BA (Hons) with Distinction.

Postgraduate Diploma (PgD) awards:

85. An award will be made according to the following criteria:

- a. If you have achieved an average of 50 over the last three terms of the programme you will be eligible for the award of a Postgraduate Diploma (PgD).
- b. If you have achieved an average between 68 and 77 inclusive you will be eligible for the award of PgD with Merit.
- c. If you have achieved an average of 78 or over you will be eligible for

the award of PgD with Distinction.

MA Theatre Lab

86. You will be assessed for award according to the following criteria:

- a. Pass: You have met the learning outcomes of the programme to a satisfactory standard.
- b. Fail: you have failed to meet the learning outcomes of the programme.

For the purposes of determining progress and achievement, numerical marks are awarded for each assessment. You must meet the minimum overall pass mark of 50 in order to qualify for the award of MA.

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## Exit awards

87. We offer exit awards for the following programmes:

- a. FdA in Technical Theatre and Stage Management
- b. BA (Hons) Acting
- c. MA Theatre Lab

Exit Award: FdA Technical Theatre and Stage Management

88. If you have successfully completed all modules and credit for the first year of the programme (Level 4) but have not completed the Foundation Degree in Technical Theatre and Stage Management as a whole, you will be eligible for the award of Certificate of Higher Education.

Exit award: BA (Hons) Acting

89. If you have successfully completed the first year of the programme (Level 4) but have not completed the BA Acting as a whole, we may award a Certificate of Higher Education.

90. If you have successfully completed the first and second years of the programme (Levels 4 and 5) but have not completed the BA Acting as a whole, we may award a Diploma of Higher Education.

Exit award: MA Theatre Lab

91. If you have achieved 120 credits in modules other than the Dissertation, we may award a Postgraduate Diploma.

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## Mitigating Circumstances

92. You are required to take your assessments at the times we prescribe. However, there may be exceptional occasions when you are unable to meet those requirements. Such circumstances may include bereavement, serious short-term illness affecting you or close members of your family, deterioration of a long term

physical or mental health condition, other serious unforeseen factors. If you need an extension to a deadline, or wish to defer an assessment to a future point you must apply for Mitigating Circumstances.

93. If we approve mitigating circumstances then
- a. in the case of an individual exercise, you will be allowed to retrieve the original assessment
  - b. in the case of a performance in a play, or other group dependent exercise, you may then be offered an alternative method of retrieval by the Chair of the relevant Programme Assessment Board.
94. Mitigating circumstances will be approved where the Course Director, acting under delegated authority from the Assessment Board, is satisfied that the circumstances evidenced have either;
- a. prevented you from completing all or part of the assessment within normal timescales, or;
  - b. would have had a significant or adverse impact on your performance in the assessment.

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## Late Submission of Work

95. We will apply an automatic penalty to your assessed work if:
- a. you fail to submit coursework for assessment
  - b. you submit after the deadline, and have not had mitigating circumstances approved.
96. The automatic penalty will be in line with the following:
- a. If you submitted your work within 24 hours of the deadline it will be marked, but the mark awarded will be capped at the pass mark.
  - b. If you submit your work after the 24-hour deadline you will, subject to the agreement of the Programme Assessment Board, be permitted to attempt the coursework again if the regulations for the programme permit such reassessment. The mark awarded will be capped at the pass mark. This will not apply where the work submitted is a written retrieval for a practical or performance-based assessment as a second attempt.
97. If you submit a mitigating circumstances form (requesting an extension) before the published coursework submission deadline and, as a result of your mitigating circumstances, submit work after the published deadline, your work will be marked without penalty, provided that the mitigating circumstances claim is approved.
98. Under no circumstances will marks be raised due to mitigating circumstances in relation to your performance in an assessment.

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## **Publication of examination results and Issue of certificates**

- 99. Pass lists will be published and marks issued by us under delegated authority from King's College London.
- 100. The 'date of the award' shall normally be the first day of the month following the date of the meeting held to ratify the results. For clarity, the date of award is not the same as the 'date of publication', for the purposes of appeals. The 'date of publication' is the date on which you are notified of the decision of the Assessment Board.

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## **Representations concerning decisions of Assessment Boards**

- 101. Except as provided for by the King's College London Regulations, we cannot modify any decision of a properly convened and constituted Assessment Board acting in accordance with these and any other relevant Academy or College Regulations.
- 102. We will not consider representations concerning decisions of Assessment Boards which are based solely upon a challenge to the academic judgment embodied in any decision.

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## **Academic Appeals**

- 103. An Academic Appeal is defined as a request for a review of an academic decision made by the Programme Assessment Board in relation to progression within a programme of study, assessments and awards.
- 104. If you are dissatisfied with the outcome of an assessment board you have the right to appeal on the grounds outlined in paragraph 103. You can only make an appeal after the relevant RADA Programme Assessment Board, with the King's Faculty Assessment Board Chair present, has agreed the mark and you have been formally notified of the outcome.
- 105. RADA's courses are subject to the King's College London academic appeals procedures. King's Assessment regulations (T44) state that a student may appeal on either or both of the following grounds:
  - a. Where there is evidence that assessment(s) may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to make known before the original decision was reached.

- b. Where there is clear evidence that assessment(s) may have been adversely affected by a significant administrative error on the part of [the Academy] or in the conduct of the assessment.
  - 106. You have no right of appeal on the grounds of challenge to the academic judgement of an assessor or assessors.
  - 107. If you wish to make an appeal, you should first discuss the issue with the Course Director, who will refer to the informal process for considering any challenge to a mark or comment (see *Appeals Policy and Procedure*, bearing in mind the provisions of paragraph 108 above). Advice is also available from Student and Academic Services.
  - 108. After discussion with the Course Director, you must submit your appeal to King's College London within 15 working days of the formal notification of the decision of the Programme Assessment Board, using the King's College London appeal form, which is available from the Student Conduct and Appeals Office at King's College London.
  - 109. Where you have been withdrawn from a programme due to academic failure, you will not normally be permitted to continue with your studies or to progress to the next stage of your programme pending the outcome of an appeal.
  - 110. The full Appeals Procedure and guidance is available from <https://www.kcl.ac.uk/aboutkings/orgstructure/ps/acservices/conduct/academic-appeals>
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## Complaints

- 111. We want to provide you with the best experience possible, and give you a remedy if things go wrong. Our *Complaints policy and procedure* set out how we will deal with a complaint.
- 112. Grounds for complaint may include:
  - a. Matters seriously undermining the quality of learning provision or support we provide, contrary to what you were led to expect;
  - b. The absence, inadequacy or withdrawal of a service or facility which you were led to expect, including in respect of adjustments made, or not made, in accordance with the Equality Act 2010.
- 113. RADA sets out what services, facilities and learning opportunities it will provide in its terms and conditions, policies, procedures and programme information. These documents form a contract between RADA and its students. Complaints about differences in provision between RADA and other similar institutions or organisations will not normally be considered under the student complaints procedure where such provision is not outlined in our contract with you.
- 114. There may be occasions when services or learning opportunities are adversely affected by unforeseen circumstances. When this happens, you are entitled to

expect that steps will be taken promptly to solve the problem or make alternative arrangements. Complaints will not normally be upheld if they concern specific short-term shortfalls in arrangements which otherwise accord with RADAs contractual obligations to you.

- 115. You will never be disadvantaged as a result of making a complaint in good faith.
- 116. Further details on the procedures for making a complaint can be found in the Complaints Policy and Procedures.



## Academic Board

**Meeting date** 29 June 2022

**Paper reference** AB-22-06-29-08.2b

**Status** Final

# Report of the Academic Standards Sub-Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. Delegation of authority to CEC to approve the academic regulations 2022/23	22 June 2022	Main	Approve	No

## For approval

### 1. Delegation of authority to CEC to approve the academic regulations 2022/23

**Motion:** That Academic Board approve delegation of authority to give final approval of the academic regulations 2022/23 to the College Education Committee.

#### Background:

During 2021/22, work commenced on a review of the King's Academic Regulations and associated academic policies, including the integration of new undergraduate progression and award (UGPA) rules, which were approved in 2020 by Academic Board.

This review uncovered some queries with the new UGPA rules, which have since been resolved in an extraordinary meeting of the Academic Standards Sub-Committee (ASSC) convened on 27 April and which are detailed in the accompanying paper. A consultant from Tribal was also procured to assist with operationalising these new rules and advise if anything could not be implemented for 2022/23.

Consequently, it was not possible to submit the academic regulations for 2022/23 to the May meeting of ASSC as normal. The attached paper (Annex 1), the regulations, and an extensive mapping spreadsheet have been submitted to the 22 June meeting of ASSC and are due to be submitted to the 6 July meeting of College Education Committee.

As the last Academic Board meeting is taking place on 29 June, it will not be possible to circulate the full documentation with endorsement from ASSC and CEC. However, a verbal update of the discussion/decisions taken at ASSC will be provided at the Academic Board meeting on 29 June. On this basis, and providing that the final changes are in accordance with the summary attached at Annex 1 and the verbal report to be received by the Board, it is requested that authority be delegated to CEC for final approval of the Academic Regulations 2022/23.

The attached paper outlines the activity that has taken place this year, and a summary overview of regulations to be added, amended or removed going forward.

## Academic Regulations Review 2022/23 Phase 1

During 2021/22, work commenced on a large-scale review of the King's Academic Regulations and associated academic policies, including the integration of new undergraduate progression and award rules which are to be implemented in September 2022. The aims of this review are to:

- combine the existing regulations and new UGPA rules;
- provide a more coherent and concise framework, including reducing repetition within the regulations, but also between different documents;
- provide clarity about content that should sit in regulation, policy or procedure;
- reduce ambiguities within existing rules and improve the consistency of language/terminology use; and
- address any gaps identified in the existing framework.

To support this work the following activity has taken place:

- A Regulation Review Group was convened to review large sections of the regulations particularly impacted by the integration of the new UGPA rules. This group consisted of 6 Assessment Board Chairs, 3 Faculty Quality Assurance Managers, a Programme Manager (PG), KCLSU Advice, Associate Directors (Student Lifecycle Systems; Student Conduct & Appeals; and Exams, Assessment & Timetabling) and colleagues from Academic Regulations, Quality & Standards.
- A UGPA Task and Finish Group, chaired by the Associate Director (Academic Regulations, Quality & Standards) was convened to operationalise the new rules and identify where further clarifications were needed to aid implementation. This involved procuring external consultants to assess existing practice and propose solutions for implementation in 2022/23.
- Discussions and proposed clarifications were tabled at the Academic Standards Sub-Committee during 2021/22, including the convening of an extraordinary meeting in April to clarify rules on compensation, condonement and reassessment.
- Ad-hoc virtual faculty workshops and communication with Assessment Board Chairs and colleagues in professional services were utilised to seek feedback on specific regulations and proposed revisions.

The following approach and proposals have been devised following consultation with colleagues in Faculties and Students & Education, and particularly with feedback from members of the Regulation Review Group and the Academic Standards Sub-Committee. Details of the work completed in the first phase of this review are outlined below.

### **Integration of UGPA Policy**

The new undergraduate progression and award (UGPA) rules were initially approved as policy by Academic Board in June 2020; however, as these rules govern award integrity, this content should be held in the academic regulations rather than policy. The work undertaken this year has included adapting the existing regulations in order to effectively incorporate UGPA Policy content whilst retaining existing undergraduate and postgraduate taught rules that are still applicable and removing content that will no longer be relevant for incoming students in September 2022. This has particularly involved reviewing and reworking regulations relating to course framework, reassessment, progression and award. Some revisions to the UGPA policy content subsequently endorsed by the Academic Standards Sub-Committee in March and April 2022 have also been incorporated. This includes:

- Amendments to regulations on additional modules to account for King's First Year.
- Definitions of compensation and condonement to be added to the Academic Glossary.
- Updating reassessment rules so that resits must be taken by the end of assessment period one rather than the end of the calendar year.
- Removing reference to "engage with all modules" as a requirement for progression as it has not been possible to agree a definition for "engage". Students are already required to attempt all assessments for compensation to be applied.

### **Policy vs Regulation**

For 2022/23, the regulations have been revised to provide a clearer division between academic regulations and associated policies.

The existing regulations include a headline regulation that introduce further clauses on a topic, which are labelled as an “academic policy”. This has increasingly caused confusion about the status of content and whether exemptions are allowed. The following approach has been taken to provide clarity:

- The distinctions between regulation and policy, namely that policy applies irrespective of year whereas the regulations apply to a student’s year of initial registration and follow them throughout their studies is provided in the introduction to the regulations.
- The exemption section of the regulations notes the differences between exemptions to regulations and exceptions to policy.
- References to “academic policy” have been removed unless they specifically refer to a related policy housed on the Governance Zone. Where this is the case, the policy is named and hyperlinked.
- Headings have been used to separate content rather than “headline” regulations as all regulation clauses have the same standing.
- The regulations listed under academic regulation G2 which apply irrespective of a student’s first year of registration have been reviewed and the majority of these regulations have already been moved into policy and procedure (Complaints (ASSC:19/20:35), Fitness to Practise (ASSC:20/21:63), Misconduct (ASSC:21/22:60), Support for Study (ASSC:21/22:62), and Mitigating Circumstances (ASSC: 20/21:50). The following regulations have not yet been reviewed but will remain in the regulations with a statement with these regulations to note they apply irrespective of year until a full review has taken place in the next phase of this review work: T44 Academic Appeals, G28 Academic Progress, G26 Principal’s Emergency Powers.

### **Reorganisation and streamlining of content**

The 2022/23 regulations have been organised into thematic chapters that follow the student journey. Positioning this content into themes has allowed for related clauses to be collated, which, in turn, allows for greater interrogation of the College’s rules and makes it easier to identify if there are any ambiguities or contradictions that were not obvious from the previous configuration. This approach also provides a strong foundation for further review and rationalisation in the next phase of this project. References to G, T and R have been removed, but the headings of chapters that specifically apply to taught or research students include references to indicate this (for example: Progression and Award for Taught Programmes). The new set up also allows for further chapters to be created and added to the manual as needed.

Please note: the Postgraduate Research Regulations have not been integrated into the new structure and will remain as R1-16 for 2022/23. The work to incorporate the PGR regulations will be undertaken in conjunction with the Centre for Doctoral Studies during the 2022/23 academic year. All G content that applies to PGR students was incorporated into existing R regulations prior to 2021 so no rules have been lost during this intermediary period.

### **New additions and updates to existing regulations**

In addition to the incorporation of the UGPA Policy, the following significant additions or updates have been made as part of the review process. All amends and proposed revisions are detailed in an excel mapping spreadsheet that is accompanying the regulations when they are circulated to ASSC and CEC members ahead of the meetings on 22 June and 6 July respectively.

- **Reassessment (formerly T21):** A clause to clarify that only failed components of a module should be reassessed is proposed to reduce ambiguity in the regulations and to prevent students from being reassessed in passed components unless there is a qualifying mark or PSRB-requirement. Alternative approaches will require clear justification and an exemption to the regulation. Consultation has been

conducted with Assessment Board Chairs, Associate Directors (Education) and the Regulation Review Group.

- **Award Descriptors (formerly G20):** The King's generic award level descriptors have been updated to align with the QAA's Frameworks for Higher Education Qualifications of UK Degree-Awarding Bodies. Key requirements for specific awards at King's have been retained.
- **Exemptions (formerly G4):** Revision to the exemption regulations to provide clarity regarding policy vs regulation and exemptions/exceptions as noted above.
- **Late Submission of Coursework (formerly T43):** Following discussions at ASSC and the Late Submission Working Group, clarity has been provided on the scaling of marks deducted from an assessment where appropriate, that late penalties do not apply to failed assessments, and that students should refer to their programme specification for PSRB requirements.
- **Marking:** Two regulations have been proposed (taken from the College Marking Framework paper that was endorsed at ASSC in March 2022 (ASSC: 21/22: 44) to outline the use of discipline-specific marking schemes and the use of second markers on all summative assessment.
- **External Examiners:** Additional content on College/Faculty Chief External Examiner responsibilities has been included alongside the Terms of Reference for Assessment Boards and Sub-Boards (formerly G51 and G52) which will now be held in Appendix A.

### **Removals**

The excel mapping spreadsheet contains all regulations proposed for removal with accompanying justifications. This includes the following:

- **G35 Faculties:** The College Secretariat has advised that G35 should be removed entirely from the academic regulations. The current content is either very out of date, not relevant to academic regulations governing students, or concerns matters that are covered in other policies, procedures and Ordinances. The Secretariat will review all of the content to ensure that it is dealt with appropriately elsewhere.
- **G50 Academic Board:** The Academic Board Terms of Reference is a Council Ordinance not an academic regulation and should not be embedded in the Regulations. Links will be provided to the version of the Terms of Reference on the Governance web pages as needed to ensure students and staff are directed to the most current version.
- **G12 Fees:** The regulations on fees contained some duplicated content with the Student Terms and Conditions and pose a consumer law risk due to the ability to update this content annually under the G2 provisions compared to similar content held in the Terms and Conditions that form the contract between a student and the university. Some content was also procedural and duplicated on the Finance webpages of the KCL website. Aside from clauses relating to assessments and the release of marks in instances of late payment of fees, all G12 fee terms have been assimilated into the Student Terms and Conditions in consultation with external solicitors, King's Legal team and Finance. Procedural content has been updated on the Finance webpages.
- **G27 Misconduct:** A singular regulation remains on misconduct whilst all other content has been moved into policy and procedure as endorsed by ASSC in May 2022 (ASSC 21/22 60). Further work on harmonising content on academic misconduct and academic honesty & integrity will be taken forward in 2022/23.
- **T2 Exam Hall conduct:** The existing regulations contain 4 specific regulations on exam hall conduct. The Regulation Review Group recommends that these rules are removed from the regulations and included in the 2022/23 Examination Information for Candidates which is an extensive and comprehensive booklet of rules and information for students undertaking examinations remotely and on-campus.
- **G1/G2/G5/T1 Compliance:** General rules about complying with regulations are not common in other institution regulations and the College's Legal Counsel have advised that it is not necessary to include these statements as regulation. A clause in the General Student Terms and Conditions states that

students are expected to comply with academic regulations and policy. The introduction to the academic regulations explains that the regulations, policies and the Terms & Conditions are part of the formal contract between the university and the student. This strengthens the relationship between the two documents and makes a clearer distinction between the purpose of each document.

- **G51/G52/G55/G57 Assessment Board and Casework Committee Structures:** Again, as with the Academic Board terms of reference, these are not regulations. These terms of references will be linked to the academic regulations via an appendix and will continue to be reviewed annually.

### **Next steps**

Following the approval of the regulations for 2022/23, the following activity will be undertaken:

<b>Immediate</b>	<p>Support colleagues in Faculties and SED with changes to the UG progression and award framework and the presentation of the regulations by:</p> <ul style="list-style-type: none"> <li>• Creating briefings, a narrated PowerPoint and FAQs to complement the Regulation Roadshows that took place in April.</li> <li>• Producing simplified mapping documents for colleagues to locate a regulation in the new format.</li> <li>• Delivering further regulation roadshows in semester 1 following the launch of the regulations in 2022.</li> <li>• Working with colleagues to identify if further training or drop-in/open sessions would be helpful.</li> </ul> <p>Audit policy documents that contain specific regulation references and propose a schedule for updating these documents.</p>
<b>Next Phase of Project</b>	<ul style="list-style-type: none"> <li>• Continue utilising the Regulation Review Group to review sections of the regulations that have not been prioritised in phase one.</li> <li>• Review the Academic Glossary.</li> <li>• Work with the Centre for Doctoral Studies to bring Research regulations into the new structure.</li> <li>• Work with colleagues to develop the Academic Manual web presence.</li> </ul>
<b>Review</b>	Plan a formal review of the implementation of the revised framework in 2022/23 to resolve any issues identified.

### **Documents to be removed from the Governance Zone**

#### **1. Remove: Credits: Translation of credits/marks attained through study away from the College**

College rules on mark translation and credit transfer were in regulation T24-26 and academic policy, *Translation of credits/marks attained through study away from the College* (approved by CASC 20/07/16). The existing document combines policy and procedure, some of which duplicates content in the academic regulations. This has subsequently been reviewed and all rules are captured in the regulations, which have been clarified and strengthened in collaboration with the Head of Collaborative Provision (Regulations 5.55-5.62). The remaining procedural content has been developed into a corresponding procedure with additional detail on how to create new mark translation schemes, standardised information required for approval of all schemes and clarified arrangements for storage of approved mark translation schemes. It is recommended that the policy on the translation of credits/marks is removed from the Governance Zone and archived by Academic Regulations, Quality & Standards.

#### **2. Remove: C-Score: College Discretion Framework for Using the C-Score**

With the introduction of the new undergraduate progression and award rules, this document will no longer be relevant to students commencing study at King's from September 2022. It also does not reflect the changes to the first year of study that were introduced during the pandemic (namely that marks from year one will not contribute to the degree algorithm). Rules on how the classification is calculated and award boundaries are contained within the regulations. It is recommended this document is removed from the Governance Zone and any other webpages and archived by Academic Regulations, Quality & Standards.

**3. Remove: Publication of Examination Results**

The Procedure for the Publication of Examination Results is a standalone document that has not been reviewed since December 2014. The content within the procedure is either already captured in the academic regulations (4.44-4.48) or is now incorrect (for example, responsibility for ratifying results now resides with Assessment Sub-Boards rather than Assessment Boards). It is recommended that this procedure is removed from the Governance Zone and archived by Academic Regulations, Quality & Standards.

**4. Remove: Undergraduate Progression and Award Policy**

All rules contained in the Undergraduate Progression and Award Policy have now been assimilated into the new regulation framework alongside existing regulations. Some minor revisions have also been made to the rules following further discussion at ASSC, which are not reflected in the policy content at present. In order to avoid confusion with the rules now incorporated in the regulations, it is recommended that this policy no longer requires its own entry on the Governance Zone and can be archived by Academic Regulations, Quality & Standards.

## Academic Board

**Meeting date** 29 June 2022

**Paper reference** AB-22-06-29-08.3

**Status** Final

# Report of the College Research Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. King's Research Strategy Refresh	20 April 2022	Consent	Note	No
2. Update from Libraries and Collections	20 April 2022	Consent	Note	No
3. King's Inspired Science	20 April 2022	Consent	Note	No
4. Public and Community Engagement	20 April 2022	Consent	Note	No
5. REF Results and Preparation	20 April 2022	Main	Discuss	No

## For note

### 1. King's Research Strategy Refresh

It was stated that an initial plan for the research strand of the strategy refresh had been drafted and submitted to the Principal for review. A Town Hall meeting was held on 22 April, providing an opportunity for members of the King's community to hear about the new ideas emerging for research, and to put forward comments and suggestions for the new research strategy. The plan is under discussion with the Principal's Senior Team and will be forwarded to the College Council in July; it is hoped that the final plan will be approved and subsequently launched in September.

Two documents will be produced: a revised version of Vision 2029, and the 2026 Roadmap, which will detail the College's strategic goals, objectives and actions. Internal plans will also be drafted outlining the agreed investments and responsibilities, plus detailed plans for each of the objectives stated in the 2026 Roadmap.

The Director of Research Strategy provided a brief overview of the cross-faculty work that will be undertaken, highlighting four key areas: global impact goals - a small number of goals have been set across research, education, service, impact and partnership, workshops will be held between May and September; fixed-term contracts - analysis of options followed by engagement; environment and sustainability - a steering group has been established, planning for implementation began in May; digital skills and networking - planning for implementation is also underway.

### 2. Update from Libraries and Collections

Open access requirements from research funders are conflicting with the policies of prominent scholarly publishers, which has led many research-intensive universities to consider a policy of 'rights retention' where universities retain a non-exclusive licence to research articles, enabling them to be uploaded to research repositories and meet funder open access mandates.

It was proposed that King's should implement a university-wide policy on rights retention, whereby the authors grant the university a CC-BY licence to make author accepted manuscripts available in Pure. It was stated that similar policies are being widely considered across the sector, and that Edinburgh University had already implemented such a policy.



The Committee asked what the drawbacks of implementing the policy would be. The Libraries and Collections team stated that some publishers may choose to reject publications submitted by any academic from a university that adopts this or a similar policy.

The Libraries and Collections team asked the Committee whether they would support the recommendation to adopt this policy, whether they could foresee any issues that the College might encounter by doing so, and how this activity should be progressed if they were supportive. The Committee Chair stated that a Task and Finish group should be established to draft a new policy, suggesting that it should be presented at a College Research Committee meeting later in the year.

UK universities have begun negotiating with Springer Nature to secure a new 'Read and Publish' agreement. Though they were successful in negotiating a similar 'Read and Publish' agreement with Elsevier last year, it is anticipated that this process will be more challenging. It was noted that whilst UK universities will need to negotiate such agreements with a number of other publishers when they approach expiry, it is unlikely that these will present any significant issues.

The Associate Director (Research & Impact) Libraries and Collections stated that UKRI funding could no longer be used for Nature article processing charges as a result of their new open access policy. Wellcome Trust funding can be used for Nature article processing charges but the fees are very inflated. In order to avoid paying these fees, researchers have been exploring other ways of meeting funders' open access requirements.

### **3. King's Inspired Science**

King's has long held aspirations to grow the sciences, specifically the natural sciences, which led to the initiation of the King's Inspired Science project. A project board, chaired by the Executive Deans of NMES and FoLSM was established in September 2021. The group have spent the past eight months compiling a business case, which they are hoping to present to the College Council at its meeting on 13 July.

Two key aspirations are emphasised in the business case: to increase critical mass in each discipline (Biology, Chemistry, Physics); and to add significant value to Engineering and Biomedical Sciences by supporting multi-disciplinary research, as it underpins scientific progress in many other disciplines.

Three proposals for delivering substantial and sustainable growth are put forward in the business case: to create a new, multidisciplinary undergraduate degree in Natural Sciences; to transform research in the natural sciences, by focusing on connections to existing strengths and addressing societal challenges; to invest in the College estate, in order to create and enhance its research, education capacity and capabilities.

The Committee Chair highlighted the alignment between the research strategy refresh and the King's Inspired Science project, stating that both initiatives aim to catalyse a step-change in the College's research capabilities, and are of benefit to the whole College, not just one faculty or area as might be presumed.

### **4. Public and Community Engagement**

Members of the Public and Community Engagement with Research team joined the Committee to discuss the growing need for support for public engagement at King's. It was stated that whilst pockets of excellence exist within some faculties, there is currently no leadership for these activities, and there are very few resources available to the majority of researchers.

Multiple internal stakeholders have taken the opportunity to contribute and kick-start real action in this space in line with the research strategy refresh. The team have held two workshops and engaged four working groups over the past six months. A paper was presented that aimed to capture the work in progress and form the basis for further consultation with communities beyond King's who might represent the groups that there is an appetite to involve.

The paper highlighted the key principles that had emerged from the four working groups: to recognise and develop existing support; to demonstrate Vision 2029; to embed properly resourced two-way engagement



throughout the research cycle; to become reflective practitioners to support best practice; to ensure that appropriate leadership is established and to consider identifying senior champions to support and promote these activities; to ensure that researchers that choose to engage with these activities are appropriately recognised and rewarded.

The paper outlined the team's key priorities: to enhance support locally but with central coordination and a strategic approach; to coordinate and align support for public and community engagement with other College priorities; to develop platforms or central repositories for resources; to identify leadership roles and establish an oversight group; to adopt reward and recognition measures.

The Committee asked how the team intend to translate examples of best practice into impact case studies. The team emphasised the importance of establishing a small central team to work alongside the existing impact leads to help identify public engagement activities that are embedded within projects and advise on how these might be monitored, captured, or maximised.

It was suggested that the team should attempt to capture the learnings that researchers highlight once they have completed public engagement activities, in order to compile a manual that can be made accessible to all staff, as this resource would likely complement the impact case studies.

Members of the Public Community and Engagement with Research team will join the committee at the next meeting to present an update on the outcomes of the community consultation that they will be undertaking over the summer.

## To Discuss

### 5. REF Results and Preparation

The results of the Research Excellence Framework 2021 (REF2021), the system for assessing the quality of research in UK higher education institutions, were published on 12 May 2022. The paper attached at **Annex 1** contains a summary of King's performance in REF2021. (The full paper including five pages of tables is available on the Academic Board "knowledge area" on Teams). There will be a fuller discussion of REF results at Academic Board at a later date.

## REF2021 Results

The results of REF2021 were published on 12 May 2022.

The key purposes of the REF are:

- To inform Research England's selective allocation of funding for research (QR Funding)
- To provide accountability for public investment in research
- To provide benchmarking information for use in the higher education sector and for public information

King's currently receives approximately £46 million per year allocated as a result of REF2014.

### Background to the REF submission

REF assessments are a process of peer review, carried out by an expert sub-panel in each UOA. Every element submitted to the REF was be graded on a 5 point scale going from unclassified (did not meet REF criteria) to 4\* (world leading).

REF 2021 submissions consist of three main elements, measuring:

- Output: Research outputs produced by the College during the assessment period (01/01/2014-31/12/2020). *The output assessment contributed to 60% of the overall assessment.*
- Impact: This consists of Impact Case Studies evidencing the benefits derived from our research. *Impact contributed to 25% of the overall assessment.*
- Environment: Each UOA produces an environment statement describing how each Unit supports research. *The environment statement contributed to 15% of the overall assessment.*

The submission from King's included 2008 members of staff in 25 units of assessment, 4399 outputs of 16 different types, covering journal articles, monographs, compositions, patents and websites and 137 impact case studies. We also submitted an institutional-level environment statement, which was not formally assessed.

### King's results - headlines

- Percentage of 4\* (world-leading research) increased to 55.1% (40.2% in 2014).
- GPA increased to 3.46 (3.23 in 2014).
- King's maintained its position at 6<sup>th</sup> for research power (behind Oxford, UCL, Cambridge, Edinburgh and Manchester).
- Ranking on 4\* (world-leading) research increased to 8<sup>th</sup> (9<sup>th</sup> in 2014).
- Ranking on GPA decreased to 9<sup>th</sup> (7<sup>th</sup> in 2014). This is the ranking used by the Times Higher.
- Power and Intensity Index ranking increased to 6<sup>th</sup> (7<sup>th</sup> in 2014). This is the ranking used by Research professional/The Guardian and best reflects funding allocation. Table in Annex A.
- King's increased its ranking for impact to 3<sup>rd</sup> amongst multi-disciplinary universities (behind Imperial and UCL) (4<sup>th</sup> in 2014).
- Two units of assessment were ranked first in the country for GPA – UOA3 (Allied Health) and UOA29 (Classics).
- Two units of assessment were ranked first in the country for research power – UOA3 (Allied Health) and UOA19 (Politics).
- Five units of assessment were rated 100% 4\* for environment - UOA1 (Clinical Medicine), UOA3 (Allied Health), UOA4 (Psychology, Psychiatry and Neuroscience), UOA26 (Modern Languages), UOA31 (Theology and Religious Studies).
- Two units of assessment were rated 100% 4\* for impact – UOA8 (Chemistry) and UOA24 (Sport and Exercise Science).

- UOA8 (Chemistry) was a new submission to REF2021, and was ranked fifth in the country for research quality.
- UOA17 (Business and Management) was ranked 9<sup>th</sup>, in the top decile, with a high score for environment (87.5%).
- UOA12 (Engineering) was ranked 12<sup>th</sup> overall, and 6<sup>th</sup> for impact, in an exceptionally large and competitive unit of assessment.
- UOA23 (Education) was ranked the top education unit in London (over UCL's Institute of Education).
- UOA33 (Music and Film) was ranked 4<sup>th</sup> in the country overall, placing significantly higher as a combined submission than in 2014, where the two submissions were ranked 10<sup>th</sup> and 24<sup>th</sup>.

Charts showing the performance of each UOA are contained in Annex B.

### **Next steps**

The profiles, published on 12<sup>th</sup> May, told us how each of our UOAs have scored. We have received the following from Research England:

- Main Panel and sub-panel overview reports, detailing observations from the assessment, which will give us general information about each unit of assessment.
- Confidential feedback for each unit of assessment, which will give us some specific feedback on which areas performed particularly well, and hopefully will also give us some feedback on areas for improvement.

In the coming weeks, we will receive the following:

- Feedback from the Institutional-level Environment Pilot Panel
- REF Director's report
- Report from the Equality and Diversity Advisory Panel
- Equality Impact Analysis of REF scoring

All of this feedback will enable us to develop a plan across King's, to identify areas for improvement, and to ensure that we are able to maintain our position in the next research assessment exercise, which has not yet been announced, but will probably be in 2028 or 2029. We need to ensure that we continue to provide a vital, supportive, research environment, in which our researchers are able to produce excellent research.

### **Equality Impact Analysis**

During our REF preparations, we carried out an initial equality impact analysis of our internal scoring, which did not appear to show any statistically significant bias towards any particular group. We carried out regular equality impact analyses on our staff selection processes, which indicated that the cohort of research only staff confirmed as independent researchers, and therefore eligible for REF submission, was disproportionately male and disproportionately white compared with the cohort of all staff on research-only contracts. The REF Oversight Group acknowledged the need for investigation into why, in our research only cohort, male staff and white staff were more likely to move into independent researcher roles. This was also discussed at SMT in December 2020.

The equality impact analysis of REF scoring which Research England will publish in the summer will give the HE sector, for the first time, data showing which groups of staff are disadvantaged within institutions. King's will need to reflect on that data, along with the findings from our internal equality impact analysis, and plan early interventions for those groups of staff to ensure that they are able to develop their research and to reach their full potential.

## Summary

- We did really well to maintain and consolidate our leading position in research quality amongst UK universities.
- We did particularly well in terms of environment and impact and this reflects key aspects of our research strategy delivering real and sustained improvements.
- This REF was a real “One King’s” effort, with professional services and academic staff working hand in hand to deliver the stellar outcome!
- We have so much to be proud of and every area has real positives to take away. However REF also provides us with a lot of information on our Research Performance (including more detailed confidential feedback in the coming weeks) that we need to take time to reflect on and build into our university and local research strategies and plans.
- A huge thank you to so many colleagues for coordinating the delivery of our submission
- There will be a REF celebration on 15<sup>th</sup> June from 5pm in the Arcade, Bush House. Everyone who contributed to the REF submission is welcome!

## Report of the College International Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. Review of the CIC ToR	30 March 2022	Consent	Note	No
2. Circle U	30 March 2022	Consent	Note	No
3. Staff Global Mobility	30 March 2022	Consent	Note	No

### For note

#### 1. Review of the CIC ToR (Consent agenda)

College International Committee and the Academic Board Operations Committee have reviewed and agreed for approval updated Terms of Reference for the College International Committee (attached with the ABOC report to Academic Board for approval). The Terms of Reference have been updated to consider the formation of a new Partnership Committee

#### 2. Circle U (Consent agenda)

Members were presented with the current status of Circle U and invited to provide feedback on the challenges and future opportunities for KCL.

#### 3. Staff Global Mobility (Consent agenda)

The Strategic Programmes Director – Global Staff Mobility, updated the Committee on the global staff mobility project, including the background and context of overseas working, the policy development, critical implications and next steps. A detailed discussion ensued around potential risks and costs related to the operationalisation of the proposed framework, remaining compliant with the law, and mitigating any negative impacts on external perceptions of King's as a global university, and staff recruitment and retention.

## Academic Board

**Meeting date** 29 June 2022

**Paper reference** AB-22-06-29-08.5

**Status** Final

# Report of the College London Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. Chair's report	07 June 2022	Consent	Note	No
2. Entrepreneurship Institute: London update	07 June 2022	Consent	Note	No
3. One King's Impact Challenges: Update	07 June 2022	Consent	Note	Yo
4. King's London Highlights	07 June 2022	Consent	Note	No

## For note

### 1. Chair's Report

The Chair provided an update on the Statement of Intent signed by King's and Southwark Council in March 2022, which includes shared priorities and ambitions to serve, support and sustain local communities in ways that contribute to students' learning and generate research insights of value to London. This statement compliments statements already in place with [Lambeth Council](#) and [Westminster City Council](#).

The Chair highlighted the launch of Lambeth Council's [Climate Action Plan](#) in March 2022 after an extensive process of collaboration with a range of stakeholders, including representation from King's on their Climate Steering Group and Expert Advisory Board. The ambition of the Climate Action Plan is to enable the borough to become carbon net zero compatible and climate resilient by 2030.

The Director of Strategy & Planning (London) provided an overview of the outcome and implications of the local elections in May 2022, where Lambeth and Southwark returned Labour majority councils. He noted that Labour won control of Westminster City Council from the Conservatives, having been led exclusively by the latter for the past 58 years. Westminster has also appointed a new Lord Mayor, [Cllr Hamza Taouzzale](#), who recently completed his Masters in Global Affairs at King's.

The report included an update on the [Work/Place](#) programme. Led jointly by the Policy Institute and King's Business School, the first phase of work convenes a group of large London-based employers and policy stakeholders to understand how the pandemic has impacted on the way Londoners work. This phase is designed to provide actionable insights for employers and policymakers in London, and more broadly.

Finally, the Chair noted that this year's [King's Civic Challenge](#) has come to an end with students, staff and community partners from our home boroughs gathering for the final at Science Gallery London. Eight collaborative projects received £5,000 each as well as an evaluation package and ongoing coaching.

### 2. Entrepreneurship Institute: London update

The Director of the Entrepreneurship Institute provided a presentation on the work of the Institute, underlining the role and importance of entrepreneurial skills to students' careers and employability, and an update on growth in the number of start-ups and spinouts from King's.

She noted that the Entrepreneurship Institute trains over 1,000 students per year with an online digital community of over 33,000 members. The aim of the training is to help students gain entrepreneurial skills that they can then apply in their future careers.

She highlighted that the [King's20 Accelerator](#) has, to date, created more than 400 jobs, generated £29 million in revenue, and £55 million in investment. The Institute is now building a spin-out programme, with [a cohort of seven innovators](#) selected for this year.

Highlighting the Institute's collaborations and programmes in London, she included the London Venture Crawl, London Demo Day and participation in the Circle U Alliance programme which includes collaboration with Lambeth Council, and South London & Maudsley NHS Foundation Trust.

### **3. One King's Impact Challenges: Update**

Professor Nigel Pitts provided an update on the development of the One King's Impact Challenges programme. He noted that the challenges would be developed and defined in consultation with communities across King's, with the aim of identifying a small number of distinctive areas in which to maximise King's impact.

He noted that workshops with a wide variety of stakeholders will be up-and-running during the summer, in parallel to interviews, desk research and other evidence gathering.

### **4. King's London Highlights**

A paper (CLC\_220607\_04) providing an update on London highlights drawn from the entire King's community was submitted to the CLC. The examples included in the paper demonstrate the wide range of King's engagements and collaborations with communities and organisations across London. Copies are available from the College London Committee Secretariat.

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**Academic Board**

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**Meeting date** 29 June 2022

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**Paper reference** AB-22-06-29-08.6

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**Status** Final

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## Report of the College Service Committee

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Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. Sanctuary Programme Update	24 May 2022	Consent	Note	No
2. Launch of King's Volunteering	24 May 2022	Consent	Note	No

### For note

#### 1. Sanctuary Programme Update

[King's Sanctuary Programme](#) was initiated in 2015 with a clear strategic vision: *initiating and leading on projects that create positive opportunities for young people whose education has been disrupted due to being displaced.*

Since 2016, King's has provided Sanctuary Scholarships for undergraduate students who are asylum seekers or have been granted limited leave to remain and have no access to student finance. The scholarships comprise of full tuition fee support and a contribution of £12,667 towards living costs per academic year. To date, King's has offered twenty-eight scholarships to students who would otherwise not have been able to access higher education. Tuition fees for eligible forced migrant students were recently discounted to the home fee rate (in line with other UK universities), allowing more scholarships to be granted this year, and in the future. Three full and two partial scholarships (for in-year students) have been awarded this year, leaving three available for 2023-24. Work continues with F&SD on securing future philanthropy for these scholarships. In 2021, the Dr Monica Malik Refugee Bursary, which is worth £10,000 per year, was established to support one postgraduate student per year, from a refugee or humanitarian protection background.

With funding from the FCDO, the Partnership for Digital Learning and Increased Access (PADILEIA) was formed to meet the educational needs of digitally literate refugees affected by the Syrian war in Jordan and Lebanon. Running from 2016 to 2022, the partnership consisted of King's (led by Dr Tania Lima), Al Al-Bayt University in Jordan, and the American University of Beirut in Lebanon, as well as Kiron Open Higher Education (a digital-education NGO) and FutureLearn (a leader in online learning). PADILEIA delivered blended foundation and short courses through three distinct pathways suiting the needs of students who have differing entry requirements and goals: (1) bespoke short courses; (2) foundation programmes for university preparation; (3) self-paced study tracks and locally recognised course modules. Study hubs were created in-country – i.e. spaces where students have facilitators, infrastructure and a sense of community to aid their learning – and wraparound support was provided to students during and after their studies. This support included language support as well as scholarship and university application support. Overall, 1.1 million learners have registered to King's short courses worldwide, including 13,000 students in Jordan and Lebanon. 510 students followed the Foundation programmes, of which 84% graduated. As a result, 102 graduates from PADILEIA courses have been able to continue their education and enrol at universities locally or in Europe. In addition, some of the courses, designed by King's Online and King's Faculties, have been included in the Department for Education's Skills Toolkit and the Grow stronger with Google initiative, allowing them to reach significantly more beneficiaries. We now need to explore how to take this initiative into a second phase and secure funding.



King's has also developed a new education-led pathway through the established UK community sponsorship scheme. After four years of work with key partners (including the UNHCR, the UK Home Office and Citizens UK), King's became the first university in the UK to act as a community sponsor for a refugee family in December 2021. This is part of the UK refugee community sponsorship scheme, which enables community organisations to support refugees in settling into their local area. The sponsored refugee family arrived in London in December 2021 and they are now settling into their new lives. With the support of dedicated volunteers within the King's community, we have supported the family with finding a home and accessing the benefit system and the youngest children are now going to school. Having already successfully completed the PADILEIA foundational access course in Lebanon, the eldest daughter will attend King's to study an undergraduate degree in Engineering, starting in September 2022. The Sanctuary programme was awarded an ESRC impact acceleration grant to encourage the scaling up of the community sponsorship model with other universities, with the longer-term commitment of establishing safe and legal education-led pathways for displaced students and academics worldwide. Out of the ten universities that expressed interest in the University Refugee Sponsorship scheme, some have already started the work to themselves become community sponsors. This has recently been accelerated by the work King's has been leading in partnership to support education ambitions for refugees after the invasion of Ukraine.

Following the invasion of Ukraine, King's has been working with Citizens UK to adapt the government's 'Home for Ukraine' sponsorship scheme, which focuses on resettling Ukrainian nationals in the UK by placing them with hosts for six months. Working with other strategic university partners in the UK, King's has developed a university refugee sponsorship model that draws specifically on the strengths of higher education institutions and their communities. Thanks to a tailored matching platform managed by Citizens UK (via their partner organisation USPUK), hosts from universities will be able to be paired with Ukrainians with whom they have natural affinities. For the partners, the joint commitment is to welcome over 250 Ukrainian students and academics and, not only provide them with accommodation for the first six months but also with the pedagogical support they need to avoid lost learning and continue their education and research. In the first instance, students will have the opportunity to stay engaged with their studies, for example by sitting in on modules and accessing online courses but we are also working with potential donors to unlock additional funding for scholarships and fellowships, which would not only be available to Ukrainians, but to all students and academics that are impacted by the war in Ukraine, including Russians and Belarusians. Additional wraparound care, which includes support with English language, accessing health and benefit provision and work opportunities, is also being set up for incoming guests. This work feeds into our long-term commitment to developing accessible safe and legal pathways for displaced students and academics from across the globe.

The Sanctuary programme also aims to enhance understanding of forced migration for students at King's and to develop opportunities for them to make a positive contribution. For example, the 'Migration, Social Justice and Community Organising' module will feed into King's First Year. The module combines class-based learning with societal impact as students develop and run community organising campaigns with Citizens UK. In the 2020/21 academic year, students ran successful campaigns around tackling hate crime, access to mental health for migrants, and access to citizenship for undocumented migrants.

Sanctuary Programme initiatives are underpinned by long-standing King's research on forced displacement. The research conducted by the Migration Research Group (MRG) fits particularly well with the Sanctuary Programme and the development of closer ties between the two is part of the future strategy of both the MRG and the Sanctuary Programme. This research grounds the Sanctuary Programme's social impact agenda: ESRC-funded research that highlighted the predicament of forced migrants stuck at borders and recommended the development of better and more accessible legal pathways to protection in Europe has informed and continues to shape the University Refugee Sponsorship Scheme that is currently being implemented. Sanctuary Team members are also feeding into international research on university sponsorship. Dr Leonie Ansems de Vries is part of the SHARE Civil Society Advisory Network (part of the EU-funded [Quality Sponsorship Network](#) project) and advises on university sponsorship initiatives in Ireland, Belgium and Spain through the EU-funded EU [Passworld](#) project.

An application to be formally recognised as a [University of Sanctuary](#) has commenced and development of the future strategy for King's Sanctuary Programme continues, which will include developing even closer links between Education, Research and Social Impact.

Professor Bronwyn Parry is departing from King's later this year to take up the role of Dean of the College of Arts and Social Science (CASS) and University Lead for Social Impact at ANU. She will therefore be stepping down as Director of the Sanctuary Programme at the end of June 2022 and Dr Leonie Ansems de Vries will become the new Director.

## **2. Launch of King's Volunteering**

The work around Volunteering at King's started over four years ago with the establishment of a Volunteer Working Group, which aimed to provide a view of opportunities across King's and input into a business case for an in-house volunteering service. In February 2020, King's Senior Management team approved the development of a consolidated volunteering service. Between November 2020 and May 2021, a volunteering team reporting to the Director of Service Strategy & Planning was set up within the Principal's Office. It was agreed that the team would incubate the setup of the volunteering service. The team notably aimed to centralise and coordinate volunteering across the university and make it easier for staff and students to access opportunities by brokering relationships with community partners.

The implementation of King's Volunteering is building on an intensive phase of market research conducted with providers and higher education institutions. Community partners, staff members and students were consulted to make sure their needs were considered. A Student Advisory Board – composed of 12 students selected from among 200+ applications – has also been established to guide the development and test decisions made about the service.

A [dedicated webpage](#) has been created to ensure that the new volunteering service is recognised and reachable by students, staff members and community partners. In collaboration with King's IT department and an external provider, the team have implemented [a volunteering digital platform](#), which has been customised to match King's requirements. There are several benefits to using this platform, including some unique functionalities:

- Opportunity finder
- Profile creation
- Built-in analytics and surveys
- Efficient onboarding
- Digital CV and reflections
- Logging hours

Due diligence processes and standard partnership agreements were established to enrol community partners onto the platform.

During the first week of June, a campaign of celebratory stories for national Volunteers' Week 2022 marked the successful [soft launch of King's Volunteering](#).

Key next steps now include furthering internal engagement with both students and staff members (e.g. staff induction, Welcome to King's, staff networks) as well as increasing awareness and uptake of [Service Time](#). A more formal launch is scheduled for the start of the new academic year in September 2022. The volunteering team has also identified several priorities on which they will be working on over the next 12 months:

- The team is aiming to finalise the integration of opportunities still hosted by KCLSU and other departments across the university and align with relevant King's initiatives and programmes (e.g. Wellbeing, Organisational Development) so the platform becomes the one-stop shop for volunteering at King's.

- The collaboration with KCLSU will, however, be crucial in growing the platform's profile among the student population, notably through the development of reward and recognition mechanisms that are appropriate and meaningful for the students.
- Outreach to new community organisations will also continue to ensure that students and staff members can access opportunities that match their interests and needs.
- The built-in analytics function will allow the collection of key data to establish a baseline for volunteering activity and service time uptake, which will allow the team to refine their 'Theory of Change'. This will also provide additional strategic insights into what causes and types of opportunities are getting the most traction, which will guide the development of the volunteering service and future community partnerships.
- Monitoring and evaluation mechanisms will be completed by the creation of a sounding board of internal and external stakeholders to ensure that the volunteering service meets the needs of students, staff and community organisations.

The volunteering team can be contacted at [volunteer@kcl.ac.uk](mailto:volunteer@kcl.ac.uk).

<b>Academic Board</b>	
<b>Meeting date</b>	29 June 2022
<b>Paper reference</b>	AB-22-06-29-09.1
<b>Status</b>	Final

## Report from the Dean

### Action required

- ☐ For approval  
☐ To recommend for approval  
☐ For discussion  
☒ To note

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	This paper provides an update on areas within the remit of the Dean's Office, including updates to the progress of this year's AKC Programme, events within the Chaplaincy, and the activities of the Chapel Choir.
<b>What are the key points/issues?</b>	
<b>What is required from members?</b>	Deans of Faculties are asked to encourage Heads of Department to promote the AKC among students and staff, and all Board members are asked to send appropriate comments to the Dean and the College Chaplain in regard to the ongoing community and network building across the College as we begin to emerge from the Covid-19 pandemic.

### Paper History

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

### Paper Submitted by:

Ellen Clark-King, Dean of King's College London, Dean's Office & Chaplaincy

# Report from the Dean

## 1. Dean's Office

- a) I reported last time that we were preparing for the Memorial Service for Archbishop Desmond Tutu on 5 April, and I am delighted to say that it went really well, and a number of the Arch's classmates from the mid 1960s were able to join us in person while others tuned in via the livestream. If you missed it, you can watch it back on [the Choir's YouTube channel](#).
- b) It has been good to continue to grow our links with other London institutions: the annual Eric Symes Abbott Memorial Lecture was back to its usual May slot at Westminster Abbey (organised by us but hosted by them), and I was also privileged to attend the national memorial service for Archbishop Tutu at the Abbey on 9 June. I was also invited to preach at St Paul's Cathedral on 15 May, which was a special experience.
- c) With Graduation ceremonies now well underway, we have been working with colleagues in the Graduations team to ensure appropriate timings, which will allow Jewish and Muslim students to attend ceremonies in September while not having to forgo their religious observances.

## 2. AKC (Associate of King's College)

- a) At the time of writing, we're drawing to the end of our final quiz catch up week for this academic year. Final numbers of those who have passed for this year are still to be confirmed, but may be available by the date of the meeting. It can already be seen, though, that there is a drop in the number of those taking and passing the course this year, which is due to a combination of circumstances including a change to the policy for allowing people to catch up on quizzes missed during the course of the year, as we continue to move beyond what was required in the height of the pandemic.
- b) The number of students choosing to submit additional essays (for consideration for prizes) is relatively small, but it is good to see that people are continuing to engage with the ideas explored in the lectures in a more detailed way.
- c) The lecture programmes for 2022/23 are nearly finalised, and details will be available at [www.kcl.ac.uk/akc](http://www.kcl.ac.uk/akc) in the coming weeks. As a reminder, Semester I will cover 'Inside London: Art and the Sacred', curated by [Professor Ben Quash](#), and semester II will look at 'Climate Change: What can we do?', curated by [Professor Clare Carlisle](#).
- d) The AKC for Alumni continues to attract a small but steady number of applications each year. We have received 18 applications so far this year; by this time last year, we had received 26 applications.

## 3. Chaplaincy

- a) Our regular pattern of services in the Strand Chapel continued until the end of the undergraduate term, finishing with a Confirmation service for our Roman Catholic community, and an extra service of Choral Evensong at the start of June which included a reunion for former staff members of the Dean's Office and Chaplaincy; it was lovely to see some 'old' faces back at King's.
- b) Amongst other activities in the summer term, we have been involved in KCLSU's Take Time Out initiative, including leading mindfulness sessions, hosting picnics, leading country walks, teaching people how to crochet, and planting seeds and cacti.
- c) Our 'Movies and Meaning' series continues in the summer, although the next session takes place before the Academic Board meeting (so this is for those who read the papers early!). [Ai Weiwei's film](#)

[“Human Flow”](#) will be screened in the Old Committee Room at the Strand campus on Thursday 23 June at 6pm, with a discussion afterwards – online participation is also possible.

- d) We are also in the process of planning a couple of memorial services for much-valued members of King’s staff who have died in the last year. [Professor Simon Gaunt](#) of the French Department and the Faculty of Arts & Humanities will be remembered in the Strand Chapel on Thursday 16 June, and we hope to confirm a date soon for a service for Lorraine Gauld, who was part of the King’s Food team for over 30 years (see the King’s Essentials email of 26 May).
- e) In the next month or so, the Dean and Chaplains will be hosting a series of social events for staff on various campuses as an opportunity for us all to meet in person with colleagues whom we may not have seen for a long time, while enjoying cream tea and strawberries. If you haven’t yet had an invitation and would like one, do [drop us a line](#)!
- f) As we wrap up one academic year, along with many other colleagues we are very much looking forward to, and planning for, more in-person activities from September.

#### 4. [Chapel Choir](#)

- a) At the time of writing, the Choir are working hard on their latest recording of pieces by [Kerensa Briggs](#), including her ‘Requiem’. Kerensa was a postgraduate student at King’s a few years ago, and a member of the Choir, so we are delighted to be part of making her work more widely known.
- b) I mentioned last time that the latest CD, of choral and organ music by [Dr Edward Nesbit of the Department of Music](#) had just been released at the end of March. This has been picking up some very positive reviews, including a four-star mention in [The Scotsman](#) (scroll down past the Red Hot Chili Peppers!), and was both an Editor’s Choice for May and one of the best classical albums of 2022 so far in Gramophone Magazine (the main review of the CD is at <https://www.gramophone.co.uk/review/nesbit-sacred-choral-music>). As always, the CD can be bought [via the King’s e-store](#).
- c) Dr Joe Fort hopes to be able to get back into the routine of an overseas tour next summer, but this year the focus is on various concerts in this country. Following their participation in the English Music Festival at Dorchester Abbey at the end of May, the Choir will be performing Dr Fort’s arrangement of Holst’s ‘The Cloud Messenger’ on Friday 1 July as part of [the Thaxted Festival](#) (north-west Essex), as well as giving a concert in the Strand Chapel the evening before, as part of [a conference](#) organised by the Courtauld Institute, the Harvard University Center for Italian Renaissance Studies, and Johns Hopkins University.
- d) That week will be particularly busy, because we have accepted a short notice request from BBC Radio 3 to record the weekly service of Choral Evensong in the Strand Chapel on Tuesday 28 June for broadcast on Wednesday 29 June (4pm). Anyone who would like to join us as part of the congregation for this occasion is very welcome to do so – [tickets](#) are needed so that we can keep an eye on numbers, and people are asked to be in the Chapel by 2.45pm and to stay until after the recording has wrapped up, which should be by 4.15pm (or earlier if retakes aren’t needed!).

10 June 2022

[Committee Name]	
Meeting date	29 June 2022
Paper reference	AB-22-06-29-09.2
Status	Final
Access	Members and senior executives
FOI exemptions	s.40 personal information

## Election of Associates of King's College

### Action required

- ☒ For approval  
☐ To recommend for approval  
☐ For discussion  
☐ To note

**Motion:** That the students listed be elected as Associates of King's College.

### Paper Explanation for Members

<b>Why is this paper being presented?</b>	The Council has delegated to the Academic Board this request to elect as Associates of King's College London those students and staff listed.
<b>What are the key points/issues?</b>	<p>The AKC is the original award of the College, and was first used in 1833. The course is unique to King's College London, and is the only course open to students from every department. King's has had a lively and intelligent religious tradition from its foundation. The AKC reflects this with a series of open, academic lectures. It provides an opportunity to think about fundamental questions of theology, philosophy and ethics in a contemporary context. The Royal Charter states 'the objectives of the College shall be to advance education and promote research for the public benefit. In so doing the College shall have regard both to its Anglican tradition as well as of its members' backgrounds and beliefs, in its education and research mission'. The AKC is the primary way of fulfilling this and the Mission Statement of the College also states that 'All students will be encouraged to follow the AKC'.</p> <p>Once students have completed the course, and graduated from King's, they are eligible to apply for election by the College Council as an Associate of the College. Once elected, they can use the letters AKC after their name. The AKC is also open to staff.</p>
<b>What is required from members?</b>	To approve the election of the below students as Associates of King's College.

### Paper History

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

### Paper Submitted by:

The Revd Dr Ellen Clark-King, Dean of King's College London

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**Academic Board****Meeting date** 29 June 2022**Paper reference** AB-22-06-29-10**Status** Final

## Report from Council

**Action required**

- ☐ For approval  
☐ For discussion  
☒ To note

**Paper Explanation for Members**

<b>Why is this paper being presented?</b>	<p>This report presents a summary of key issues discussed and decisions taken at the meeting of Council held on 12 May 2022.</p> <p>These reports are made to Academic Board following meetings of Council and are intended to improve the flow of information from Council to the Board to match the flow of information in the opposite direction. The report will be presented by the members of Council elected from the membership of the Academic Board and covers items considered by Council, except for any that are confidential.</p>
<b>What are the key points/issues?</b>	Strategy – Roadmap to 2026 and REF2021
<b>What is required from members?</b>	To note

**Paper History**

Action Taken [noted/recommended/discussed/approved]	By [Committee name]	Date of Meeting
N/A	N/A	N/A

**Paper Submitted by:**

Irene Birrell, College Secretary

# Report from Council – meeting of 12 May 2022

Agenda materials and minutes of the meeting will be found [here](#) following the 13 July 2022 meeting of Council.

[REDACTED]

## Principal's Report

The Principal reported on:

- Admissions – slight dip in the number of UK applicants, especially at post graduate level
- Senior Leadership updates - Professor Rachel Mills, new Senior Vice President (Academic), will join King's in August.
- Budget: A three-year projection (rather than annual) would be received at the July meeting of Council.
- External visitors: Several external visits were highlighted.
- Media stories: King's co-hosted the Defence of Europe conference in May at Bush House.
- Pay and pensions: This was a sector-wide issue but locally King's would try to mitigate with London Weighting improvement and the offer of an ex-gratia payment. The impact of the strike had been focused in particular areas. Staff on the picket line were noted for their pragmatism in doing as much as they could behind the scenes to preserve the educational experience. Emergency provisions authorised by the Academic Board would ensure that students progress and graduate with classifications if there were to be a UCU marking boycott

## REF2021

The Vice President (Research) presented a comprehensive report on the REF2021 (Research Excellence Framework) results. King's had sustained its position among the world's best universities for research excellence and the outcomes reflected the depth of quality and impact of King's research. Council congratulated the Vice President (Research) for the excellent REF2021 results and resolved to send a message of congratulations to the university in acknowledgement.

## Report of the KCLSU President

The President reported on

- The KCL/KCLSU Relationship Agreement
- Continuity, and the seven focus areas for KCLSU as a critical friend
- Student wellbeing during exam time
- Challenges, including a sense of belonging, and the importance of developing social spaces and opportunities for connection.

## Academic Board

From the Academic Board, Council noted reports on decolonising the curriculum, the Education Strategy refresh, Equality, Diversity & Inclusion, and Academic Board subcommittee business.