

Academic Board	
Meeting date	1 November 2023
Paper reference	AB-23-11-01-02
Status	Final

Meeting of the Academic Board to be held on **Wednesday 1 November 2023** at 14.00, Great Hall, Strand Campus.

Agenda

1	Welcome, apologies and notices AB election results	Verbal	Chair
2	Approval of agenda	AB-23-11-01-02	Chair
3	Unanimous Consent Agenda including:	AB-23-11-01-03	Chair
3.1	Minutes of the Previous Meeting	AB-23-11-01-03.1	
3.2	Actions Log	AB-23-11-01-03.2	
4	Matters arising from the minutes		Chair
STRATEGIC DISCUSSION			
5.1	Student Success Transformation Programme (to discuss)	Verbal	VP (Education & Student Success)
REGULAR BUSINESS ITEMS			
6	Report of the Vice-Chancellor & President		
6.1	Summary Report on Key Issues (to note)	AB-23-11-01-06.1	Chair
6.2	[REDACTED]	AB-23-11-01-06.2	SVP (HLS)
6.3	Chair's Action (to confirm)	AB-23-11-01-06.3	Chair
	(i) Amendments to Student Terms & Conditions	Annex 1	
	(ii) Amendments to Emergency Regulations related to the marking and assessment boycott	Annex 2	
	(iii) Amendments to regulations related to Faculty Assessment Boards and Assessment Sub-Boards (regular annual updates)	Annex 3	
	(iv) Establishment of a Master of Public Administration Programme – approved via Chair's Action	Annex 4	
7	Report of the President of KCLSU (to discuss)	AB-23-11-01-07	KCLSU President
8	Reports of Committees		
8.1	Report of the Academic Board Operations Committee	AB-23-11-01-08.1	Chair, ABOC
	(i) Reconfiguration of PACE & Academic Board membership (to approve) <i>See Consent Agenda for all other items from ABOC</i>		
8.2	Report of the College Education Committee	AB-23-11-01-08.2	Chair, CEC
	(i) Annual Report: Ongoing Conditions of Registration for Office for Students (to approve) <i>See Consent Agenda for all remaining items from CEC</i>	Annex 1	
8.3	Report of the College Research Committee	AB-23-11-01-08.3	Chair, CRC
	(i) REF Process Update (to note)		

(ii)	Concordat Action Plan – Progress Update to UUK (to approve) <i>See Consent Agenda for all remaining items from CRC</i>	Annex	
9	The Dean		
9.1	Report of The Dean (to note) <i>Item on Consent</i>	AB-23-11-01-09.1	Dean
9.2	To elect Associates of King’s College (to approve)	AB-23-11-01-09.2	Dean
10	Report from Council	AB-23-11-01-10	Council Member
11	Any Other Business		

Irene Birrell, College Secretary
October 2023

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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
3.1	Minutes of June 2022 meeting	AB-23-11-01-03.1	Approve
3.2	Actions Log	AB-23-11-01-03.2	Note
3.3	Academic Board Business Plan	AB-23-11-01-03.3	Note
Report of the Academic Board Operations Committee (ABOC)		AB-23-11-01-08.1	
8.1	(i) Academic Board Calendar of Business	Annex 1	Note
	(ii) Academic Board Elections Update	Annex 2	Note
	(iii) ABOC Membership		Note
Report of the College Education Committee (CEC)		AB-23-11-01-08.2	
8.2	(i) 4-Year LLB Programme Award Calculation	Annex 2	Approve
	(ii) Proposal for new award: Master in Public Administration (MPA)	Annex 3	Confirmed via Chair's Action
	(iii) Terms of Reference and Membership 2023	Annex 4	Note
	(iv) Report of the Collaborative Provision Sub-Committee		
	(v) Overview of work in relation to current discussions about a new duty of care for universities		
	(vi) Revised death of a current student procedure		
	(vii) Student Success Transformation Programme briefing		
	(viii) Race Equality Maturity Model		
	(ix) Module Evaluation: Overview of 2022/23 response rates and closing the loop rates		
	(x) Student Engagement & Attendance Monitoring Policy		
	(xi) Academic Misconduct Policy and Procedure (CEC: 22/23: 112) - updated		
	(xii) King's College London Marking Framework		

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- (xiii) Periodic Programme Reviews
 - (xiv) Terms of Reference and Membership for the ASSC 2023/24
 - (xv) In-sessional Project update
 - (xvi) Schedules of Business 2022/23 – ASSC and CEC
 - (xvii) Quality Assurance Handbook update
 - (xviii) College Teaching Fund 2022/23: Final Report
 - (xix) King’s Staff 100: Learning Environments Panel Assembly report
 - (xx) NSS and PTES Strategy
 - (xxi) Artificial Intelligence (AI) Update
 - (xxii) Update on the Start of the Academic Year 2023/24
 - (xxiii) Professional, Statutory and Regulatory Body: Accreditation report from Health and Care Professionals Council (HCPC)
 - (xxiv) King’s Academic Skills provision
 - (xxv) Report from Programme Development and Approval Sub-Committee

Report of the College Research Committee (CRC) AB-23-11-01-08.3

- 8.3
- (i) Update on Data Science, AI and Society
 - (ii) Update on Research Impact Activities
 - (iii) Update on Research Culture Activities
 - (iv) Research Integrity: Generative AI in Research
 - (v) UK/EU Horizon Europe Agreement

Report of the Dean

- 9.2 To elect Associates of King’s College AB-23-11-01-09.2 Approve
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Irene Birrell
 College Secretary
 October 2023

Academic Board
Meeting date 1 November 2023

Paper reference 23-11-01-03.1

Status Unconfirmed

Minutes

Academic Board is asked to approve the unconfirmed minutes of the previous meeting.

Date 28 June 2023, 14.00

Location Great Hall, Strand Campus and MS Teams

Composition		Members	Attendance 2022-23					
			22.11.22	14.12.22	08.03.23	19.04.23	28.06.23	
Ex officio	Chair of Academic Board, President & Principal	Professor Shitij Kapur	P	P	P	P	A	
	Senior Vice	SVP Academic	Professor Rachel Mills	P	P	P	P	
	Presidents & Vice Principals	SVP Health & Life Sciences	Professor Richard Trembath	P	P	P	P	
		VP Education & Student Success	Professor Adam Fagan	P	P	P	P	
		VP Research & Innovation	Professor Reza Razavi (to 31.12.22)	P	P	-	-	-
			Professor Bashir Al-Hashimi (from 1.1.23)	-	-	P	P	P
	VP International, Engagement & Service		Professor 'Funmi Olonisakin	P	P	P	A	P
	The Reverend the Dean		Rev'd Canon Dr Ellen Clark-King	P	A	P	P	P
	The President of the Students' Union		Yasir Khan	A	P	P	A	P
	KCLSU Vice Presidents Education	Vice President for Education (Arts & Sciences)	Sara Osman Saeed	P	P	P	P	A
		Vice President for Education (Health)	Julia Kosowska	P	P	P	A	A
		Vice President for Postgraduate	Shagun Bhandari	P	P	P	P	P
	Executive Deans of Faculty	Arts and Humanities	Professor Marion Thain	P	P	P	P	
		Dentistry, Oral & Craniofacial Sciences	Professor Michael Escudier	P	P	P	A	P
		Dickson Poon School of Law	Professor Dan Hunter	P	P	A	P	P
		King's Business School	Professor Stephen Bach	P	P	P	P	P
		Life Sciences & Medicine	Professor Ajay Shah	P	P	P	A	P
		Natural, Mathematical & Engineering Sciences	Professor Bashir Al-Hashimi (to 31.12.22)	P	P	-	-	-P
			Professor Mark French (Interim)					
		Nursing, Midwifery & Palliative Care	Professor Irene Higginson	P	P	P	A	
Institute of Psychiatry, Psychology & Neuroscience (Interim)		Professor Sir Simon Wessely	P	P	P	P	P	
Social Science and Public Policy	Professor Linda McKie	P	P	P	A*			
Dean for Doctoral Studies		Professor Rebecca Oakey	P	A	P	P	P	
Executive Director: King's School of Professional & Continuing Education		Nina McDermott (to 31.12.22)	P	A	-	-		
		Dr Ana de Medeiros (from 08.03.23)	-	-	P	A	P	
Elected Students	One student from each faculty, split equally across UG/PGT/PGR	Arts and Humanities	Kriti Gupta (from 14.12.22)	V	P	P	A	A
		Dentistry, Oral & Craniofacial Sciences	Vacancy	V	V	V	V	
		Dickson Poon School of Law	Vacancy	V	V	V	V	
		King's Business School	Vacancy	V	V	V	V	
		Life Sciences & Medicine	Vacancy	V	V	V	V	
		Natural, Mathematical and Engineering Sciences	Vacancy	V	V	V	V	
		Nursing, Midwifery & Palliative Care	Amelia Martin (from 14.12.22)	V	P	P	A	A
		Institute of Psychiatry, Psychology & Neuroscience	Bella Zilan Demirci (from 14.12.22)	V	P	P	A	A
Social Science and Public Policy	Ting Meng (from 14.12.22)	V	P	P	A	A		
Elected Staff	Four academic staff members from each faculty (and five in the case of larger faculties) elected by and from	Arts & Humanities (5 members, including HOD equivalent)	Professor Anna Snaith	P	P	P	P	A
			Professor Matthew Head	A	P	P	P	P
			Dr Hannah Crawforth	A	P	P	P	P
			Dr Zeena Feldman	P	P	P	P	P
	Dentistry, Oral & Craniofacial Sciences (4 members, including HOD equivalent)	Professor Nick Harrison	P	P	P	P	A	
		Professor Kim Piper	P	P	P	P	P	
		Dr Ana Angelova	A	P	P	P	P	
		Professor Jeremy Green	P	P	P	A	P	
	Dickson Poon School of Law (4 members, including HOD equivalent)	Professor Richard Cook	P	P	P	P	P	
		Professor Ann Mumford	P	P	P	P	P	
		Dr Ewan McGaughey	P	P	P	P	P	
		Professor Satvinder Juss	P	P	P	A	A	

the staff of each faculty.		Dr Jonathan Gingerich	A	P	P	P	P	
	King's Business School (4 members, including HOD equivalent)	Professor Gulcin Ozkan	P	A	P	P	P	
		Dr Jack Fosten	P	P	P	A	P	
		Dr Juan Baeza	P	P	P	P	P	
		Dr Andrew McFaul	P	P	P	P	A	
	Life Sciences & Medicine (5 members, including HOD equivalent)	Professor Susan Brain	A	P	P	A	P	
		Dr Manasi Nandi	A	P	P	P	P	
		Professor Claire Wells	P	P	P	P	P	
		Dr Baljinder Mankoo	A	P	A	P	P	
		Dr Anna Battaglia	P	P	P	P	P	
	Natural, Mathematical and Engineering Sciences (4 members, including HOD equivalent)	Professor Luc Moreau	P	P	P	P	P	
		Professor Michael Kölling	P	P	P	A	P	
		Professor Sameer Murthy	A	P	P	P	P	
		Dr Andre Cobb	P	P	P	A	P	
	Florence Nightingale Faculty of Nursing, Midwifery & Palliative Care (4 members, including HOD equivalent)	<i>Vacancy (HoD)</i>	V	V	V	V	V	
		Dr Jocelyn Cornish	P	P	P	P	A	
		Dr Wladzia Czuber-Dochan	P	P	P	P	P	
		Irene Zeller	P	P	A	P	P	
	Institute of Psychiatry, Psychology & Neuroscience (5 members, including HOD equivalent)	Professor Matthew Hotopf	P	A	P	P	P	
		Dr Eleanor Dommett	P	P	P	A	P	
		Dr Rina Dutta	P	A	P	P	A	
		Dr Yannis Paloyelis	P	P	P	P	P	
		Dr Eamonn Walsh	P	P	P	P	A	
	Social Science and Public Policy (5 members, including HOD equivalent)	Professor Jelke Boesten	P	P	P	P	P	
		Dr Tim Benbow	P	P	P	P	P	
		Dr Hillary Briffa	P	P	P	P	P	
		Dr Sunil Mitra Kumar	P	P	P	P	P	
		Dr Kiran Phull	P	P	P	P	A	
		Dr Michael Elliott	P	P	P	P	P	
	Three staff members on contracts which include teaching from Professional and Continuing Education 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.	Sarah Shirley	P	P	P	A	P	
		Suzie Coates	P	P	P	P	P	
		Dr Michael Elliott	P	P	P	P	P	
	Three professional staff	Education Support	Syreeta Allen (to 31.12.22)	A	A	-	-	-
		Research Support	Dr Natasha Awais-Dean	P	P	P	P	P
		Service Support	Akic Lwaldeng	P	A	P	P	A
	Two academic staff on research-only contracts	Arts and Sciences Faculties	Dr Harriet Boulding	A	P	P	A	P
		Health Faculties	Dr Moritz Herle	P	P	P	A	A

v= vacant post

In attendance:

Darren Wallis, Executive Director, SED

Lynne Barker, Associate Director (Academic Regulations, Quality and Standards), SED

Alison Clarke, Regulations Manager, SED

Secretariat:

Irene Birrell (College Secretary)

Paul Mould (Deputy College Secretary and Chief Compliance Officer)

1 Welcome, apologies and notices

The Deputy Chair noted that she would be chairing the meeting in the absence of the President & Principal. She welcomed members and guests in attendance at the meeting. She noted that the Board was joined by Aaron Porter from Advance-HE who would be observing the meeting as part of the governance review commissioned by Council. Members of the Academic Board would have a separate consultation session at which to provide their views on 18 July.

2 Approval of agenda

The agenda was approved.

3 Unanimous Consent Agenda (including Minutes of the Previous Meeting) [AB-23-06-28-03]

It was noted that in the CEC Report, the item related to amendments to the Non-Academic Misconduct Policy should be removed from the UCA as further changes were needed and delegation to CEC for final approval was being sought.

Decision

That the remaining reports on the Unanimous Consent Agenda be taken as read and noted or approved.

[Secretary's Note: Later in the meeting it was determined that it was the Academic Misconduct Policy for which delegated authority was sought.]

4 Matters Arising from the Minutes

There were no matters arising.

5 Generative AI [AB-23-06-12-05]

Dean Dan Hunter presented the report on Generative AI noting that the conversation in the sector hitherto has focussed on the challenges of the technology with concerns about assessment and personal essays for admission driving the conversation. Rather, King's should be looking at the opportunities offered by Generative AI in teaching and education and use it as an opportunity to re-think our processes. King's can be a leader in this space. In discussion, the following points were noted:

- Generative AI is a language model technology based on predicting the next word (they have been described as 'stochastic parrots'); with no 'human thought' behind material it creates, current standard modes of assessment, while cheap and convenient, cannot be relied upon as being genuine.
- Commercial detection systems are problematic on two fronts: they do not work very well, and their use is contrary to privacy laws.
- Use of computer tools is not new. They become useful when we understand what they can do and what their limitations are. We should embrace this technology and equip our students to use it effectively. This will mean changing our policies and practices in research but that is not a bad thing. There is much good practice emerging and the College Research Committee would be working on this over the coming year.
- There is some urgency in moving apace with respect to assessment. Assessment methods for courses for the coming year are already established and the rigidity of our assessment rules makes it difficult to change what is in place.
- King's Academic is developing considerable expertise in this area and has established a working group focused on a number of tasks related to assessments, course design, and pedagogy. Some preliminary guidance had already been developed that should be added to academic handbooks.

6 AEP Pathways [AB-23-06-28-06]

The Deputy Chair introduced her report which provided an update on progress with respect to a review of the AEP Pathways at the five-year point since their introduction. Initial data collection provided evidence of progression within the cohort but also made clear that there is more to do. It was proposed that a working group be established to carry out more detailed review and terms of reference for such a group had been provided with the paper for comment. The following was noted in discussion:

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- There is considerable variance in the experience of those on the AEP pathways in different faculties. That needs to be understood and it would be important to have all faculties represented on the working group.
 - While the statistics are encouraging, very few in the cohort have progressed to full professor. What does being on the AEP Pathway mean for people's careers when they leave King's?
 - Consideration should be given to how individuals move from AEP to a research pathway if they want to change direction.
 - The optimal ratio of AEP to research pathway staff will vary by discipline. It is not right to assume that AEP roles are taken up as a 'way in' to a research-intensive institution but, rather, focus should be on hiring individuals who want to be on the AEP track.
 - What does a focus on pedagogical scholarship mean in Russell group research-intensive institutions? The changing REF rules may help in informing this. Assessment will be based on three components in the next REF round – output, impact and environment – with a clear focus on research culture and move toward discipline-based submissions rather than individual submissions.
 - AEPs outside the Education department need training and support in pedagogical scholarship. They also need support for professional and academic development that is taken for granted by those in the research stream (funding for conference attendance, for example).

7 Report of the President & Principal

7.1 Summary Report [AB-23-06-28-07.1]

The Deputy Chair noted the summary report from the President & Principal contained in the agenda pack. Members asked questions about the following:

Student of Concern processes

It was noted that the procedures for students of concern appeared to be working well but that there did not seem to be parallel processes for post-docs. The Executive Director of SED responded that a pilot project was under consideration.

Pearson contract and future online education

In response to a request for information about proposed future developments in online education the Vice-Principal (Student Success and Education) noted that Pearson would continue to manage four programmes due to end in 2027. A handful of new proposals were being considered that King's could develop in-house in the next three to five years, but we would need to build capacity for that. Work was underway to create a model of what King's Online could look like, including consideration of the number of entry points that might be permitted and getting clarity on resource needs. It was important to understand that 'developed' in-house would not necessarily mean 'delivered' in-house in every case. Other external partners might be engaged for some elements of on-line programming.

Cost of Living

Asked whether King's intended to increase cost of living support for students, the Senior Vice-President (Operations) said that the College continued to keep the issue under review with the needs of students changing over time. A general contingency had been made in the upcoming budget but had not yet been allocated to specific programmes. The Executive Director (SED) added that the bursary programme would

be reviewed this summer with respect to access and participation to ensure those with the greatest need were being supported.

With respect to a comment about support for staff accommodation needs, the SVP (Operations) noted that there were no simple solutions. A number of programmes had been put in place to help staff through the cost of living crisis but in terms of accommodation, the real issue was availability within commuting distance of London, not something that the University could impact. This was different from the accommodation needs of students where King's does have control over the amount of housing stock available.

7.2 Student Terms and Conditions [AB-23-06-28-07.2]

The Executive Director (SED) presented a number of student terms and conditions for approval noting the effort that had gone in this year to improving consistency across the various sets. New guidance had been published by the CMA in May against which these would need a final check and some minor amendments might result.

Decision:

The Academic Board approved the following Terms and Conditions sets:

- a) General Terms and Conditions 2024-25
- b) Executive MBA Terms and Conditions 2024-25
- c) King's Online Terms and Conditions 2024-25
- d) King's International Foundation Terms and Conditions 2024-25
- e) King's Pre-Sessional Terms and Conditions 2024-25
- f) Open Enrolment Short Courses Terms and Conditions 2023-24
- g) Terms and Conditions for Corporate and Tailor-Made Tuition in the Language Centre 2023-24
- h) Evening, Saturday and Summer Language Courses Terms and Conditions 2023-24
- i) Terms and Conditions for Non-Credit Bearing Language Courses 2023-24

7.3 Merging the International School for Government into the Policy Institute [AB-23-6-28-07.3]

The Academic Board noted the merger.

8 Report of the KCLSU President [AB-23-06-28-08]

The KCLSU President took his report as read and focused his comments on the UCU Industrial Action and particularly the assessment and marking boycott. He noted the deep concern students were expressing about the impact of the boycott on their progression and ability to graduate, and the quality of assessments that might be undertaken by replacement markers. The number of student appeals with respect to assessments was expected to grow markedly.

The Deputy Chair pointed out that the College was required by the regulator, OfS, to do all that it could to comply with commitments to students in the face of the boycott and to maintain academic standards while doing so. This was a priority for the College's leadership. The Vice-Principal (Student Success & Education) noted that the College did have latitude to deal with some elements of marking not taking place. He confirmed that no one was marking who was not qualified to do so. Processes were being put in place in alignment with emergency regulations put in place by the Academic Board a few years ago. He could not guarantee every outcome, but he remained cautiously optimistic that final year students would be able to graduate and receive classifications that accurately reflected their academic achievements.

A member stated that he did not believe that there was a coherent strategy, that students were being treated unfairly especially in light of the fees they were paying, and that universities had the necessary funds to meet the demands of staff who were dealing with real pay cuts. He urged the College leaders to foster support for a return to national negotiations and to genuine discussion of staff concerns.

In answer to a question about the impact on visa students, the Executive Director (SED) noted that these would have to be dealt with on a case-by-case basis, looking at the information provided by other institutions to affirm whether offer conditions had been met.

In closing, the Deputy Chair remarked that the situation had caused real distress for all in the community – those who were supporting the boycott and those who had chosen to mark, as well as professional staff who were having to shoulder much of the burden of the crisis. At some point the strike would end and considerable work would be needed to heal rifts that had developed across the College.

On behalf of the Academic Board, the Deputy Chair offered thanks to the President of the KCLSU and his colleagues for their clear and challenging contributions to the work of the Board over the past year.

9 Reports of Committees

9.1 Report of the College Education Committee [AB-23-06-28-09.1]

Amendments to Academic Misconduct Policy – Delegation of Authority

The Executive Director (SED) clarified that the amendments proposed to the *Non-Academic Misconduct Policy* (Annex 9 of the report) were fine to be approved as presented. What was being sought was delegation of authority from the Academic Board to the College Education Committee to approve amendments to the *Academic Misconduct Policy* for which some additional consultation with faculties was needed.

Decision:

The Academic Board delegated to the College Education Committee authority to approve amendments to the Academic Misconduct Policy.

[Secretary's note: Following the meeting, members of the Board were sent a copy of the revised policy and invited to submit any comments or questions to the CEC prior to its meeting of 5th July.]

The remaining items in the Report of the College Education Committee were approved or received for information through Unanimous Consent.

9.2 Report of the College Research Committee [AB-23-06-28-09.2]

9.2.(ii) Policy and Procedure for Security Sensitive Research Activities

The Vice-Principal (Research & Innovation) presented the proposed new policy and related procedures noting that it had been under development for some time. It was intended primarily to safeguard researchers from inadvertently infringing the law, noting that researchers could be subject to surveillance by, or enquiries from law enforcement agencies when they were engaged in research on security sensitive matters.

A member pointed out that the policy did not address all circumstances noting, for example, that while it refers to research commissioned by Defence or Security agencies, there are cases where research might be funded by a defence agency but not commissioned by them. The Vice-Principal (Research and Innovation) responded that the policy was a first start. There would undoubtedly be need for frequent updates and amendments to accommodate circumstances that had not been envisaged. He would take the member's suggestion back to CRC for consideration for future amendment and encouraged members to forward any other nuanced situations they might come across.

Decision:

The Academic Board approved the Policy and Procedure for Security Sensitive Research Activities.

The remaining items in the CRC report were noted on the Unanimous Consent Agenda:

10 Report of The Dean

10.1 Report of The Dean [AB-23-06-28-10.1]

The report was accepted as read.

10.2 Election of Associates of King's College (AKC) [AB-23-06-28-10.2]

*Item **approved** on Consent.*

Decision:

That those students and staff listed in the report be elected as Associates of King's College.

11 Report from Council [AB-23-06-28-11]

The report from Council was presented by staff Council Member Hillary Briffa. Issues considered at the most recent meeting had included a strategic discussion of a report from the Vice-Principal (Research and Innovation) on the 'Innovation Landscape', a report on the outcomes and impact of the Portfolio Simplification Programme overseen by the Academic Board, the Annual Report of the KCLSU, and items from the April meeting of the Academic Board, noting particularly the discussions around Climate and Sustainability and Generative AI.

12 Any Other Business

None.

The meeting adjourned at 16:25.

Irene Birrell

College Secretary

June 2023

Academic Board

Meeting date 1 November 2023

Paper reference AB-23-11-01-03.2

Status Final



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
28 June 2023	9.1	Amendments to Academic Misconduct Policy – Delegation of Authority	The Academic Board delegated to the College Education Committee authority to approve amendments to the Academic Misconduct Policy.	CEC Chair	5 July 2023	Secretary's note: Following the meeting, members of the Board were sent a copy of the revised policy and invited to submit any comments or questions to the CEC prior to its meeting of 5 th July.	Completed
19 April 2023	5	Climate & Sustainability	King's did not knowingly invest in anything that was not fossil-free. A member asked that King's investigate the ability to obtain shareholder voting rights with endowment funds and the Principal undertook to raise this with the Council Investment Subcommittee that oversaw investment decisions.	Principal	None set	Complete – response attached from the Investment Sub-Committee.	Complete
8 March 2023	5	Research Strategy	Report on progress made in connection with research culture.	VP Research & Innovation	2023		Pending
2 November 2022	5.1	The Future of Online Education at King's	That Academic Board would discuss the mix of online and campus provision.	VP (Education)	2023		Pending
29 June 2022	8.1	Academic Board Operations Committee –	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	College Secretary	July 2024		Pending

Meeting	Minute	Topic	Action	Owner	Deadline (and any Revisions)	Notes	Progress
		membership numbers	be considered in the next governance review in 2023-24				

Irene Birrell, College Secretary
October 2023

Sustainability & Investments - Response from the Investment Sub-Committee

Summary: Cambridge Associates (the University's investment advisors) are not aware of a process for clients to exercise corporate voting rights via holdings in pooled funds. Were KCL to mandate voting in a change of policy, this would require the complete restructuring of KCL's current approach to managing investments.

KCL invests via third party funds, which are subject to ongoing, independent MSCI ESG screening to confirm compliance with the College's exclusionary ethical policy. We note that:

- Most university endowments delegate stock selection to specialist fund managers as the cost of hiring (and retaining) a full-time professional investment staff to select and monitor individual company stocks is extremely expensive and difficult to do well.
- KCL uses several specialist funds as a cost-effective way to access leading investment managers to professionally implement the portfolio's strategy.
- This is an efficient way to build a highly diversified investment portfolio that seeks to maximise risk adjusted returns.

By delegating to specialist funds, the College can focus on more strategic issues including policy setting and performance evaluation, leaving the day-to-day stock analysis and investment transactions to professional investment managers. Using a collection of best-in-class fund managers reduces KCL's dependence on any one person or investment team. This allows the College to diversify the strategy by manager, geography, and economic sector.

This approach also makes it easier to occasionally adjust the manager line up as needed (e.g., hiring and firing funds). We note the College no longer invests with either BlackRock Developed World FF Screened fund or the Schroders Property as the Investment Committee developed higher conviction in alternative strategies (from fee, performance, ESG alignment and engagement perspective).

This approach provides the College with access to a diversified line up of high quality, well-resourced investment teams sourced globally. This line up currently includes market leaders on Net Zero company engagement, as well as a range of specialist strategies making investments in solutions to energy and sustainability challenges in a variety of regions and sectors. Investing in partnership with specialist firms with significant resources, assets under management, and expertise in sustainable investing enhances the impact of KCL's investments.

In addition, through its investment advisor (Cambridge Associates), KCL is leveraging a larger platform of assets that is influencing and promoting positive change with managers. Cambridge Associates are committed to ensuring that its investment advice supports the goal of global net zero greenhouse gas emissions and are active members of several industry initiatives. They are a signatory of the Principles of Responsible Investing, a founding member on the Steering Committee of the Investment Consultants Sustainability Group, and a founding member of the Net Zero Investment Consultants Initiatives.

Investing in pooled funds does mean that KCL delegates underlying company voting and engagement to the managers. The Investment Sub-Committee and its investment advisor have recently reviewed the engagement policies and reports of all the equity managers in the KCL portfolio which confirmed the robustness of these approaches. We also note that all funds are made aware of KCL's ethical investment policy prior to selection and KCL's investment advisor requires full transparency into the underlying holdings of all funds in the KCL portfolio to verify ongoing compliance with the College's ethical screens. Moving to a separately managed account approach would significantly limit manager diversification- the

required minimums are much higher for SMA's than for the pooled vehicles and not all funds offer an SMA option. Similarly, there would be an additional cost to taking on responsibility for underlying company voting, engagement and monitoring as this is a full-time job, especially for a globally diversified portfolio with thousands of underlying companies. Effective engagement and voting require significant resources and follow through to do it well.

Given KCL's resources, we believe the current approach of investing in collection of high quality, ESG aligned pooled funds that have well-regarded and documented voting and engagement policies remains a highly effective way to achieve the College's objectives.

Simon Pryke
Chair
Investment Sub-Committee

Academic Board

Meeting date 1 November 2023

Paper reference AB-23-11-01-06.1

Status Final

Vice-Chancellor's report

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Paper Explanation for Members

Why is this paper being presented?	Report from the Vice-Chancellor & President highlighting current issues and events and developments since the last meeting of Academic Board.
What are the key points/issues?	Admissions; TEF and NSS; King's Digital; Generative AI; University title
What is required from members?	To note

Paper Submitted by:

Vice-Chancellor & President

Vice-Chancellor's Report

Admissions update - 2023-24 Enrolment

The census point for September/October course starts is not due until the end of October, so the position described below is an interim position with a significant numbers of students still with an 'awaiting enrolment' status.

UG:

Back in early September, the forecast UG admissions position indicated enrolments would come in on target, with Home being down around 100 FTE and Overseas being up by the same margin.

Currently the number of enrolments stands at just over 6,300 FTE, with more than 900 new students awaiting enrolment. This is higher than the equivalent point in the previous year, when 600 were awaiting enrolment. Last year, there were 400 course year 1 UG students who were expected to enrol that did not end up doing so. If that level of non enrolment is maintained then the actual enrolments will come in on target, consistent with the admissions forecast.

Home UG is slightly closer to target at present than Overseas UG (200 below as opposed to 300 below). However, almost two-thirds of the students currently awaiting enrolment have an Overseas fee status. This is normally the case as Overseas students have more steps to complete as part of the enrolment process.

PGT:

Back in the summer, when comparing the number of firm acceptances (conditional and unconditional), the PGT position looked strong with more than 400 additional acceptances compared to the equivalent point in the previous cycle. However, conversion from conditional firm to unconditional firm was well below the level seen in previous years. As such, it was forecast that enrolments for Home students would be 100 below the intake target and for Overseas students enrolments would be around 300 below the intake target.

Assessing the current position relative to target for Postgraduate Taught courses is similarly affected as UG by the large number of students still awaiting enrolment. There is also the additional complicating factor of mid-year entry points for a number of faculties. Focusing on those courses with an intake point in September/October, enrolments are currently 800 below target, with around 700 new students still awaiting enrolment.

The number of students currently awaiting enrolment is significantly higher than the equivalent point in the previous year when there was just over 400 students with this status.

PGR:

Students can enter onto PGR courses throughout the year, so this early census point on student numbers tends to be slightly less instructive. However, the latest enrolment data shows record numbers of new

students joining in September/October. The overall increase is heavily driven by rising Overseas PGR student numbers, which is almost 50% higher than the equivalent point in the previous year.

The full year target for new PGR students is 660 FTE (the actual for last year was 770 FTE). Current enrolments have already reached 600 FTE.

The total population target looks very likely to be exceeded and potentially enrolments will reach a record high in 2023/24 as a whole.

National Student Survey (NSS)/Teaching Excellence Framework (TEF)

In September, we received our result for the Teaching Excellence Framework (TEF) 2023. King's retained a silver award overall and has been awarded a gold rating for Student Outcomes, reflecting our sector leading offer and excellence in employment and graduate opportunities. We received a silver rating for Student Experience which covers academic experience and assessment as well as learning resources and student engagement, using historical data from the National Student Survey (N.B. TEF 2023 did not use NSS 2023 data). Across all areas of assessment within Student Experience and Student Outcomes we were awarded a 'high quality' or 'outstanding' rating. The TEF panel also specifically recognised King's commitment to widening participation through learning provision and support for its mix of students, noting many of whom can experience barriers to learning and success. The report specifically drew on King's impressive graduate outcome scores and support for employability. It noted King's as one of the very best in the sector, ranking 6th in the UK for Graduate Employability (Times Higher Education's Global Employability University Ranking 2022), with 90.87% of 2020-21 graduates in work in highly-skilled employment fifteen months after completion (HESA Graduate Outcomes Survey 2020-21). This year's TEF includes 228 higher education institutions, the majority with university status. 46 providers received a gold rating (20 per cent), 100 got silver (44 per cent) and 29 institutions received a bronze rating (13 per cent). 53 (23 per cent) are still listed as "pending" a result. These institutions are challenging the provisional results they received over the summer and therefore have yet to confirm their ratings. All Russell Group universities with published results received an overall rating of silver or gold award.

Just prior to this in August, we received the results of the National Student Survey 2023. King's achieved an average positivity score of 75%. Although not directly comparable to previous years due to significant changes in survey design and result methodology, this follows an overall satisfaction score of 71% in 2022. While the changes in survey design mean we have lost the ability to make direct comparisons to previous years with any real confidence, on the whole students seem slightly more positive about their experience than in previous years, and this trend is reflected across the sector. King's position in the Russell Group remains unchanged at 19th where a narrow 9% separates the top and bottom performing institutions (82% - 73%). 'Teaching on my Course' and 'Learning Resources' remain core strengths, while 'Assessment and Feedback', 'Organisation and Management' and 'Student Voice' continue to be the lowest performing areas, though some Faculties, Departments and/or Courses off-set this overall trend in one of more of these categories. While King's remains

behind the sector average in all core themes, the variance has reduced in most instances e.g. 'Organisation and Management' is 4% behind the sector, compared to 9% in 2022, and 'Academic Support' is 3% behind the sector, compared to 8% in 2022. This closing of the gap may, in part, be owed to the new survey design. Whereas in previous NSS surveys, 10-20% of students selected the 'neither agree nor disagree' option, this year less than 5% selected the 'this does not apply to me' option for most questions except that concerning KCLSU where the percentage was slightly higher. This suggests that the majority of students have selected a positive response in the absence of a neither agree nor disagree option. KBS, IoPPN and Law exceed the sector average while NMPC achieved the biggest improvement of any faculty, moving a couple of percentage points above the University average, whereas last year it was significantly below. NMPC achieved an overall positivity score of 78% across core themes. This compares to an overall satisfaction score of 57% in 2022. FoDOCS continues to be the lowest performing faculty with an average positivity score of 53%. While this compares favourably to the 38% overall satisfaction score achieved in 2022, King's is bottom of the sector for the discipline. Overall, the picture of NSS is one of stability and consistency. The results reconfirm what we know about our performance and where our focus needs to be. KCLSU scored a 69% positivity score for the question 'How well does the Students' Union represent students' academic interests', placing King's 11th in the Russell Group – our highest rank for any question category. This compares favourably to the 45% overall satisfaction score for the same question last year. Again, changes in survey design may play a part here given 37% of students answered 'neither agree nor disagree' for the same question in 2022.

King's Digital

Vision 2029 articulates a bold ambition for King's to be a leader in online education by the end of the decade. Following a significant contractual renegotiation with Boundless Learning (formerly Pearson Online Learning Services) that concluded earlier this year, we are now able to make a step change in the development and delivery of our distance learning to realise this objective. Building on our advancements as King's Online, but under a new internal brand and operating model, we have formed King's Digital.

University Executive recently approved the first of a two-phased business case to enable the necessary and immediate growth of King's Digital which has three divisions:

- Content Production
- Operations
- Student Support

Working closely with faculties, our Content Production Division (previously known as King's Online) is responsible for the design and development of online materials. Our Operations Division is responsible for the planning, coordination and management of online provision, including portfolio and pipeline oversight; third party and faculty coordination; and programme performance management. Our Student Support Division is responsible for providing a dedicated, front-line and non-academic student management service to distance learners at King's. Online student acquisition will continue to be

outsourced to an alternative provider on a competitive fee for service basis as opposed to the revenue share arrangement historically operated with Boundless Learning.

King's Academy Generative AI course.

King's Academy has designed a new Generative AI in HE course designed as a starting point for developing AI literacy. The course explores foundational concepts and big debates, AI applications in teaching, learning and assessment practices and considers some of the key implications for student employability in a rapidly changing landscape. The course is free via the FutureLearn platform.

University title

As announced in my latest video message, King's can now refer to itself as a University (with a capital 'U') following a change in the University of London Act to give constituent colleges the right to university title. Our formal name remains King's College London but where we used to use the term College or university we can now use University. We are gradually amending the necessary references on print and digital media and I have amended my title to Vice-Chancellor & President – a title more broadly understood internationally.

Shitij Kapur, Vice-Chancellor & President

October 2023

These pages have been redacted

Academic Board	
Meeting date	1 November 2023
Paper reference	AB-23-11-01-06.3
Status	Final

Report on Chair's Actions

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Motion: That the following Chair's Actions taken during the summer/autumn 2023 be confirmed:

- (a) Amendments to Student Terms and Conditions
- (b) Temporary amendments to the Emergency Regulations to permit the President & Principal to establish special faculty-based boards (as may be determined necessary by the President & Principal) to scrutinise the results of individual assessments and approve the classification of and conferral of awards where regular processes have been unable, or members unwilling, to fulfil their remit and have not achieved fair and impartial treatment for students.
- (c) Amendments to regulations regarding Faculty Assessment Boards and Assessment Sub-Boards (regular annual updates)
- (d) Establishment of a Master of Public Administration Programme through the International School for Government

Paper Explanation for Members

Why is this paper being presented?	Council's Ordinances provide that for standing committees of Council, in between Ordinary Meetings of a Committee, the Chair of a Standing Committee of Council (or a Vice-Chair in the Chair's absence) may take action on behalf of that Committee in matters which, in the Chair's opinion, are urgent or non-contentious, and shall report such actions to the next meeting of the Committee for confirmation.
What are the key points/issues?	Please see attached paper for each item.
What is required from members?	Confirmation of decisions.

Paper Submitted by:

Irene Birrell, College Secretary

Report on Chair's Actions

1. Amendments to Student Terms and Conditions

Nine sets of College T&Cs were approved by the Academic Board (AB) in June. Unfortunately, new Competition and Markets Authority (CMA) guidance was released around that time, so we did not have the opportunity to ensure that guidance was reflected in each of the nine sets prior to them going to AB. It was therefore agreed at AB that the CMA work would be carried out with Pinsent Masons over the summer, and the amended sets could be approved by Chair's Action. See **Annex 1(a-i)**.

2. Temporary amendments to the Emergency Regulations to permit the President & Principal to establish special faculty-based boards (as may be determined necessary by the President & Principal) to scrutinise the results of individual assessments and approve the classification of and conferral of awards where regular processes have been unable, or members unwilling, to fulfil their remit and have not achieved fair and impartial treatment for students. See **Annex 2**.

3. Amendments to regulations regarding Faculty Assessment Boards and Assessment Sub-Boards (regular annual updates). Recommended by the College Education Committee (CEC) (5 July 2023). Date of Chair's Action: 19 July 2023 See **Annex 3**.

4. Establishment of a Master of Public Administration Programme through the International School for Government. Recommended by CEC (5 July 2023). Date of Chair's Action: 19 July 2023. See **Annex 4**.

Summary of Changes to General Terms and Conditions 24/25

1. All nine sets of the College's Terms and Conditions underwent an annual review facilitated by the Academic Regulations, Quality and Standards (ARQS) department with Internal and External Legal Counsel and relevant stakeholders. The review and updates made to all sets were approved by Academic Board in June 2023. Around this time, the Competition and Markets Authority (CMA) released updated guidance for higher education providers. Unfortunately, due to timescales, the review could not take this into consideration. It was therefore agreed that a further review would take place over the summer and any changes would be approved under Academic Board Chair's Action. The CMA work for the General Set has been completed and approval was required by Tuesday 3 October in time for Admissions to publish these to students for the next offer cycle. The CMA work for the remaining set has also now been completed and approval required by 20 October. Following the initial review, the Terms and Conditions are in a good position, and at time of writing, we anticipate any changes to be minor.

2. Summary of May 2023 CMA Guidance

It is important to note that there are no substantive changes in law since the publication of the March 2015 guidance. However, there are several key clarifications and changes:

- A requirement to explain to student in course information how their programmes will be delivered as well as the study location.
- All pre-contact information provided to prospective students must be accurate, and that institutions cannot contract out of this obligation (e.g. with small print).
- If institutions envisage a change to pre-contract information prior to a student's enrolment, they should make this clear to prospective students.
- The CMA has clarified its expectations around the offer of deferrals and how these should be communicated to students. If a student chooses to defer, clear, transparent and accurate information on courses, including fees and other costs, should be given to prospective students before applying for or accepting an offer.
- Institutions should not have students agree to new terms and conditions at re-enrolment for each year of study.
- Includes additional guidance on the enforceability of exclusion clauses, including in relation to force majeure.
- Where programmes are delivered in partnership, the CMA has made clear that students should be aware of who they are contracting with for delivery of their educational services and who is responsible for the delivery.

3. Changes to the General Terms and Conditions 24/25

In light of this guidance, the review of the General Set aimed to clarify information on payment of deposit and tuition fees, deferrals, material information and force majeure events. ARQS liaised with Internal and External Legal Counsel to make these changes. Amendments to the following clauses of the General Terms and Conditions have been shown in red in the table below:

Clause	Original	Amendment
4.1.4	<p>Kings 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:-</p> <ul style="list-style-type: none"> 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. 	<p>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:-</p> <ul style="list-style-type: none"> (a) payment of your deposit (if applicable) by the date set out in your Offer; (b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks; (c) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms); (d) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or (e) 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.
5.3.2	<p>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.</p>	<p>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.</p>

6.2	You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). 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 ").	You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). 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 ").
6.3.3	<p>Deposits are non-refundable except where:-</p> <ul style="list-style-type: none"> 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. 	<p>Deposits are non-refundable except where:-</p> <ul style="list-style-type: none"> (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 required to undertake an English language test to satisfy the English language requirements of your Course, but You failed to provide evidence by the deadline specified in your Offer that you took an accepted English language test and have not met the English language requirements; or (d) 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.
6.3.4 (new entry)		Students are able to appeal a decision not to return a deposit. King's Applicant Complaint Policy explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

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);	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);
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.	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. If You pay a deposit, the Cancellation Period will start on the day You pay your deposit.
9.5.3	We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.	We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
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 or payable by You in respect of your Course.	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 or payable by You in respect of your Course.
10 (New entry)		<p>10. Deferrals</p> <p>10.1 In rare circumstances King's programmes may become unavailable, or change content from year to year. If You have a deferred Offer and such changes occur King's will contact you to make you aware as soon as possible through King's Apply, and discuss any options with You.</p>

		<p>10.2 We are unable to defer conditional Offers for postgraduate Courses. All conditions must be met before we can defer your place on an undergraduate Course.</p> <p>10.3 Further information in relation to deferrals is available here.</p>
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**Academic Regulations, Quality & Standards
September 2023**

**TERMS AND CONDITIONS FOR EXECUTIVE
MBA STUDENTS**

For study beginning 2024/25

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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 the King's Executive MBA Programme.

2. DEFINITIONS

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 Executive MBA Programme
"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

"Intellectual Property Rights"	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, trade secrets 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Offer"	means our written offer to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"UKVI"	means UK Visas and Immigration
"You" and "your"	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 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may accept an Offer on your behalf. The limited circumstances are listed below:

3.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);

3.2.2 You are a sponsored student and a third party is paying your full tuition fees;

3.2.3 You have a pre-agreed deposit waiver, for example You are a current recipient of the King's Living Bursary meaning You are not required to pay a deposit; or

3.2.4 You have experienced technical or IT issues when attempting to accept the Offer.

3.3 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.

3.4 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) payment of your deposit (if applicable) by the date set out in your Offer;

(b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;

(c) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

(d) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or

(e) 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 aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's

Applicant Complaint Policy explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

- 4.1.6 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 6.6.12, 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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.

5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

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 is set out in your Offer. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). Tuition fees are fixed for the duration of your Course. 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.

6.1.2 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 (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in the Course Information ("**Additional Costs**").

6.3 Deposits

6.3.1 The amount of the 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 tuition 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 required to undertake an English language test to satisfy the English language requirements of your Course, but You failed to provide evidence by the deadline specified in your Offer that you took an accepted English language test and have not met the English language requirements; or
- (d) 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.

- 6.3.4 Students are able to appeal a decision not to return a deposit. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

6.4 Self-funded students

- 6.4.1 You will receive an invoice for your tuition fees in October in each year of study. Your tuition fees are payable in four instalments and must be paid by the following payment dates:

Tuition fees	Payment due date
£11,225	31 October in year 1
£11,225	31 January in year 1
£11,225	31 October in year 2
£11,225	31 January in year 2

- 6.4.2 You are able to view and print a copy of your invoices from the [Student Records](#) "fee statement page". A pdf copy of each invoice will also be sent by email to your King's email address in October each year.

6.5 Sponsored students

- 6.5.1 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. Further information on what documentation should be provided at enrolment is available [here](#). 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 6.4.1.
- 6.5.2 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.
- 6.5.3 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

6.6 Making payment

- 6.6.1 It is your responsibility to make arrangements to pay your 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.
- 6.6.2 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.
- 6.6.3 King's advertised payment methods can be found [here](#).

- 6.6.4 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.
- 6.6.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 6.6.6 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.
- 6.6.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.6.8 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).
- 6.6.9 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.
- 6.6.10 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.
- 6.6.11 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.
- 6.6.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 6.6.13 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.

6.7 **Non-payment or late payment of tuition fees**

- 6.7.1 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) 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 accessing online Course content and / or discussion forums;
 - (d) You may be prohibited from attending classes;

- (e) your access to student records may be removed;
- (f) You may be suspended;
- (g) You may not be allowed to enrol;
- (h) You may not be allowed to graduate;
- (i) your results may be withheld;
- (j) we may not issue your degree certificate; 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.

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

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

6.7.4 A student who is suspended under Section 6.7.1 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.

6.7.5 Students whose registration at King's is cancelled under Section 6.7.4 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.

6.7.6 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 tuition fees within 14 days of the date of invoice. Further information is set out in Section 8.

6.7.7 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](#).

6.7.8 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.

6.8 Tuition fee variations

6.8.1 Your tuition fees are fixed for the duration of your Course however if your studies are interrupted or suspended for any reason, the tuition fees when You begin or resume your studies may have increased, to reflect the current Course tuition fees payable by students, on the basis set out below.

6.8.2 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. Details of any applicable Sales Tax in the first year of your study at King's will be set out in your Offer. King's also reserves the right to pass on any change in the rate of Sales Tax to You.

- 6.8.3 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 6.8.4 King's reserves the right to increase the tuition fees for the Course each year for each new student intake, reflecting the changes in costs of delivering the Course, improving the educational services it provides, 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. If You return to your studies following a period of interruption or suspension King's therefore reserves the right to increase your tuition fees to reflect the current Course tuition fees payable by the latest intake of students (subject to Section 6.8.5 below).
- 6.8.5 Any tuition fee increase for students returning to their studies following a period of interruption or suspension shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) on their last academic year's tuition fee for the Course.
- 6.8.6 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.
- 6.8.7 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is 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 30 days of us notifying You that your 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 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 we cancel the Contract in accordance with Section 7.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive. If You have paid a deposit, and your pro rata tuition fees are less than the value of the deposit You have paid, You will not be entitled to a refund.
- 7.3 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.
- 7.4 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 email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 8.3 Subject to Section 8.4, 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 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.
- 8.5 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 Section 8.6 below.

- 8.6 If You withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the date You withdraw, as set out in the table below.

Date of termination	Tuition fees due	Deposit
During the Cancellation Period	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).	Refunded in full
After the Cancellation Period and before 31 January of year 1	£11,225	Not refunded
After 31 January of year 1 and before day 1 of year 2	£11,225 not refunded and £11,225 due	Not refunded
After day 1 of year 2 and before 31 January of year 2	£22,450 not refunded and £11,225 due	Not refunded
After 31 January of year 2	£33,675 not refunded and £11,225 due	Not refunded

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 a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
- (d) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
- (e) 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 tuition fees and any applicable Sales Tax 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, cyber attack,

default by third party suppliers or subcontractors, 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**").

- 9.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 9.5.4 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 Contract 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](#).
- 9.5.5 If You decide to terminate your Contract 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 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 such as 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 or payable by You in respect of your Course.

10. DEFERRALS

10.1 In rare circumstances King's programmes may become unavailable, or change content from year to year. If You have a deferred Offer and such changes occur King's will contact you to make you aware as soon as possible through King's Apply, and discuss any options with You.

10.2 King's is only able to defer your Offer if it is unconditional or conditional on You satisfying English language requirements.

11. COMPLAINTS

11.1 If You have a complaint about the admissions process, please follow our Applicant Complaints Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.5.

11.2 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.

11.3 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**".

11.4 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](#).

12. 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](#).

13. 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](#).

14. DATA PROTECTION

14.1 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.

14.2 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy and Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

15. GENERAL

15.1 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.

- 15.2 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.
- 15.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 15.4 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 15.5 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.

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

For study beginning 2024/25

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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:-

"Academic Regulations"	means King's Academic Regulations
"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 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)
"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

"Intellectual Property Rights"	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, trade secrets 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
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.3
"Offer"	means our written offer to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"You" and "your"	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 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may accept an Offer on your behalf. The limited circumstances are listed below:

- 3.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);
 - 3.2.2 You are a sponsored student and a third party is paying your full tuition fees;
 - 3.2.3 You have a pre-agreed deposit waiver, for example You are a current recipient of the King's Living Bursary meaning You are not required to pay a deposit; or
 - 3.2.4 You have experienced technical or IT issues when attempting to accept the Offer.
- 3.3 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.
- 3.4 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 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.
- 4.1.3 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) payment of your deposit by the date set out in your Offer;
 - (b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks; or
 - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.1.4 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.
- 4.1.5 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.2, 4.1.3 or 9.9.12, King's reserves the right not to refund your application fee (if applicable).
- 4.1.6 The broad applicability of the Course means that graduates move into a wide variety of different job roles and further study opportunities, some of which are governed by specific regional regulatory requirements. Before applying for a Course, we recommend that You seek advice from any relevant accrediting bodies in your intended country of domicile to ensure that your Course is qualified to meet your intended career or further study outcomes.

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 are 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 If You are convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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; 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.
- 5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address. If You are based outside of the UK, your registered address will be used to calculate any liability for Goods and Sales Tax.

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.

5.3 **Course Delivery**

5.3.1 Your Course will be delivered online via KEATS, the King's virtual learning environment.

6. **ONLINE VIRTUAL LEARNING ENVIRONMENT**

6.1 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.

6.2 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.

6.3 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 (4Mps 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 in accordance with the payment terms set out in your Offer. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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 You cancel your acceptance of a place within the Cancellation Period (see Section 11).

9.3.4 Students are able to appeal a decision not to return a deposit. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

9.4 **Academic fails**

9.4.1 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.

9.5 **Postgraduate funding via the Student Loans Company**

9.5.1 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.

9.5.2 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.

9.5.3 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.

9.5.4 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.

9.5.5 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.

9.6 **Self-funded students**

9.6.1 The tuition fees are payable on a modular basis.

9.6.2 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.

9.6.3 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 9.9 below.

9.6.4 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.

9.7 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.

9.8 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.

9.9 Making payment

9.9.1 It is your responsibility to make arrangements to pay your 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.

9.9.2 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.

9.9.3 King's advertised payment methods can be found [here](#).

9.9.4 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.

9.9.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.

9.9.6 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.

9.9.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.

9.9.8 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).

9.9.9 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.

9.9.10 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.

9.9.11 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.

- 9.9.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 9.9.13 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.

9.10 **Non-payment or late payment of tuition fees**

- 9.10.1 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 9.10.2);
 - (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.
- 9.10.2 For further information on the process and consequences of late payment, please see [here](#).
- 9.10.3 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.
- 9.10.4 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.
- 9.10.5 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](#).
- 9.10.6 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.

9.11 **Tuition fee variations**

- 9.11.1 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 9.11.3 below).

- 9.11.2 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](#).
- 9.11.3 In any event, a tuition fee increase for current students shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) 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.
- 9.11.4 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.
- 9.11.1 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.
- 9.11.2 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 9.11.3 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is 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) 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 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.

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 If 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 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 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 we cancel the Contract in accordance with Section 10.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive. If You have paid a deposit, and your pro rata tuition fees are less than the value of the deposit You have paid, You will not be entitled to a refund.
- 10.3 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.
- 10.4 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 email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 11.3 Subject to Section 11.5, 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 9.4, 12.4 or 12.5 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 after the Cancellation Period has expired, 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. **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

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 a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
- (d) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
- (e) 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.

12.2.2 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.

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; or
- (b) 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**

Changes to Courses before enrolment

12.4.1 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

- 12.4.2 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).
- 12.4.3 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.
- 12.4.4 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".
- 12.4.5 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 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.
- 12.4.6 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.

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, cyber-attack, default by third party suppliers or subcontractors, 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**").

- 12.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.
- 12.5.4 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 Contract 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](#).
- 12.5.5 If You decide to terminate your Contract 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 fees after that time, and You will be refunded any excess payment You have made. The fees You have incurred for a module which has not ended will be calculated on the basis described under Section 11.6.

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 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.
- 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 or payable by You in respect of your Course.

13. DEFERRALS

13.1 You are eligible to defer your Course's start date up to a maximum of 5 times.

13.2 To defer your Offer to a later teaching period, You must submit your request in writing with your Enrolment Advisor, Student Success Advisor, or on the King's Apply portal prior to the first day of your Course, which is specified in your Offer. Deferral requests submitted after the start date of your Course will not be considered.

13.3 In order to change your Offer to an earlier teaching period than stated in your Offer, You must submit your request in writing with your Enrolment Advisor or on the King's Apply portal prior to the deposit payment deadline of the teaching period You wish to change to. Please note that by submitting your request, You will be subject to all pre-existing deadlines of the teaching period You are requesting to join, including the deposit payment deadlines. If You do not meet these deadlines You will be unable to start your Course.

14. COMPLAINTS

14.1 If You have a complaint about the admissions process, please follow our Applicant Complaints Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.4.

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 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy and Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

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 or able to be amended or suspended 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.

**TERMS AND CONDITIONS FOR KING'S
INTERNATIONAL FOUNDATION AND
EXTENDED INTERNATIONAL FOUNDATION
STUDENTS FOR STUDY BEGINNING IN 2024/25**

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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 King's Academic Regulations
"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 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 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

"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.1
"Offer"	means our written offer to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"UKVI"	means UK Visas and Immigration
"You" and "your"	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 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may accept an Offer on your behalf. The limited circumstances are listed below:
- 3.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);
 - 3.2.2 You are a sponsored student and a third party is paying your full tuition fees;
 - 3.2.3 You have a pre-agreed deposit waiver, for example You are a current recipient of the King's Living Bursary meaning You are not required to pay a deposit; or
 - 3.2.4 You have experienced technical or IT issues when attempting to accept the Offer.
- 3.3 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.
- 3.4 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) payment of your deposit (if applicable) by the date set out in your Offer;
 - (b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (c) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - (d) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
 - (e) 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 aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.
- 4.1.6 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 9.6.12, King's reserves the right not to refund your application fee (if applicable).

4.2 Progression to undergraduate study

- 4.2.1 Upon successful completion of your Course you may receive a guaranteed conditional offer to study an undergraduate degree at King's. To receive a guaranteed conditional offer you may need to:
- (a) achieve prescribed grades on your Course;
 - (b) attend an interview; and/or
 - (c) undertake external exams and achieve prescribed grades.
- 4.2.2 Further details about the specific entry requirements for progression from your Course to a King's undergraduate degree can be found in your Offer and at [Progression | King's International Foundation | King's College London \(contensis.com\)](#)

4.3 VISA requirements

- 4.3.1 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.
- 4.3.2 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 10.1).
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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.

- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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.
- 4.3.10 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.
- 4.3.11 Where a Student Route visa holder takes a Leave of Absence, then their visa may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.3.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

4.4 **Disabled applicants and students**

- 4.4.1 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 are implemented in a timely manner.

4.4.2 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.

4.5 **Criminal offences**

4.5.1 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.

4.5.2 If You are convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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.

5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

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;
- (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.

- 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. 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 (4Mps 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 are set out in your Offer. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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
- 9.1.2 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.
- 9.1.3 Tuition fees are set, reviewed and published by King's on an annual basis.

9.2 Additional costs

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

9.3 Deposits

- 9.3.1 The amount of any deposit You must pay and the date for payment are set out in your Offer.
- 9.3.2 Your deposit will be deducted from the first instalment of tuition fees that You are due to pay.
- 9.3.3 Deposits are non-refundable except where:-
- (a) You cancel your acceptance of a place within the Cancellation Period (see Section 11); 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 required to undertake an English language test to satisfy the English language requirements of your Course, but You failed to provide evidence by the deadline specified in your Offer that you took an accepted English language test and have not met the English language requirements; or
 - (d) 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.
- 9.3.4 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.
- 9.3.5 Students are able to appeal a decision not to return a deposit. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

9.4 Self-funded students

- 9.4.1 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 "fee statement page". A pdf copy of the invoice will also be sent by email to your King's email address.

- 9.4.2 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.

9.5 Sponsored students

- 9.5.1 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. Further information on what documentation to provide at enrolment can be found [here](#).
- 9.5.2 A student sponsored by a friend or relative will be regarded as self-funded and therefore responsible for their own fees.
- 9.5.3 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 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 9.4.
- 9.5.4 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

9.6 Making Payment

- 9.6.1 It is your responsibility to make arrangements to pay your 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.
- 9.6.2 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.
- 9.6.3 King's advertised payment methods can be found [here](#).
- 9.6.4 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.
- 9.6.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.6.6 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.
- 9.6.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.6.8 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).
- 9.6.9 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.

- 9.6.10 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.
- 9.6.11 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.
- 9.6.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 9.6.13 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.

9.7 **Non-payment or late payment of tuition fees**

- 9.7.1 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) You may be prohibited from sitting examinations/submit coursework, and examination/coursework results will not be ratified by the Assessment Sub-Board or the Research Degrees Examination Board;
 - (b) You may be prohibited from progressing to and studying an undergraduate or postgraduate course at King's;
 - (c) You may be prohibited from using library or computing facilities or services;
 - (d) You may be prohibited from accessing online Course content and / or discussion forums;
 - (e) You may be prohibited from attending classes;
 - (f) your access to student records may be removed;
 - (g) You may not be allowed to enrol;
 - (h) your Higher Education Achievement Report (HEAR) may not be updated to include your Course;
 - (i) your results may be withheld;
 - (j) You will not be permitted to re-enrol;
 - (k) we may not issue your Course certificate;
 - (l) your registration may be terminated; and/or
 - (m) 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.
- 9.7.2 For further information on the process and consequences of late payment, please see [here](#).

- 9.7.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.
- 9.7.4 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.
- 9.7.5 A student who is suspended under Section 9.7.1 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.
- 9.7.6 Students whose registration at King's is cancelled under Section 9.7.4 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.
- 9.7.7 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 set out in Section 11.
- 9.7.8 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](#).
- 9.7.9 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.

9.8 Tuition fee variations

- 9.8.1 Details of your tuition fees and any applicable Sales Tax will be set out in your Offer.
- 9.8.2 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).
- 9.8.3 In any event, a tuition fee increase for current students shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) 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.
- 9.8.4 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.
- 9.8.5 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.
- 9.8.6 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 9.8.7 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is 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.

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 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 16 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 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 we cancel the Contract in accordance with Section 10.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive. If You have paid a deposit, and your pro rata tuition fees are less than the value of the deposit You have paid, You will not be entitled to a refund.

10.3 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.

10.4 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. If You pay a deposit, the Cancellation Period will start on the day You pay your deposit.
- 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 email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 11.3 Subject to Section 11.4, 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 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. You will be liable for the full tuition fee and any applicable Sales Tax, unless the circumstances in Sections 11.6, 12.4 or 12.5 apply. A pro rata recalculation of tuition fee payments will only be considered in exceptional circumstances.
- 11.6 If You interrupt or withdraw from your Course after the Cancellation Period, 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](#).

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;
 - (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - (d) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
 - (e) 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.
- 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

Changes to Courses before enrolment

- 12.4.1 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

- 12.4.2 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).
- 12.4.3 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.
- 12.4.4 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".
- 12.4.5 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 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.
- 12.4.6 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.

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, cyber attack, default by third party suppliers or subcontractors, 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**").
- 12.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 12.5.4 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 Contract 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](#).
- 12.5.5 If You decide to terminate your Contract 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 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 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 such as 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 or payable by You in respect of your Course.

13. DEFERRALS

King's is unable to defer places for International Foundation and Extended International Foundation programmes.

14. COMPLAINTS

14.1 If You have a complaint about the admissions process, please follow our [Applicant Complaints Policy](#). Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.5.

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 If You are involved in Processing Personal Data You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#), [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

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 or able to be amended or suspended 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.

**TERMS AND CONDITIONS FOR PRE-SESSIONAL
STUDENTS FOR STUDY BEGINNING IN 2024/25**

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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 King's Academic Regulations
" 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

"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.1
"Offer"	means our written offer to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"UKVI"	means UK Visas and Immigration
"You" and "your"	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 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may accept an Offer on your behalf. The limited circumstances are listed below:
- 3.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);
 - 3.2.2 You are a sponsored student and a third party is paying your full tuition fees;
 - 3.2.3 You have a pre-agreed deposit waiver, for example You are a current recipient of the King's Living Bursary meaning You are not required to pay a deposit; or
 - 3.2.4 You have experienced technical or IT issues when attempting to accept the Offer.
- 3.3 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.
- 3.4 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) payment of your deposit (if applicable) by the date set out in your Offer;
 - (b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (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 aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.
- 4.1.6 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 9.5.12, 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 10.1).
- 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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.
- 5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

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 KEATSS, 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 (4Mps 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 are set out in your Offer. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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.

9.1.2 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.

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

9.2 **Additional costs**

You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course, will have been detailed 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 “fee statement page”. You will therefore not be required to pay any further tuition fees upon receipt of your invoice. You are able to view and print a copy of your invoice from the Student Records “fee statement 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 your 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 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.
- 9.5.3 King’s advertised payment methods can be found [here](#).
- 9.5.4 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.
- 9.5.5 King’s does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.5.6 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.
- 9.5.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.5.8 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).

- 9.5.9 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.
- 9.5.10 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.
- 9.5.11 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.
- 9.5.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 9.5.13 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) You may be prohibited from sitting examinations/submit coursework, and examination/coursework results will not be ratified by the Assessment Sub-Board or the Research Degrees Examination Board;
 - (b) You may be prohibited from using library or computing facilities or services;
 - (c) You may be prohibited from accessing online Course content and / or discussion forums;
 - (d) You may be prohibited from attending classes;
 - (e) your access to student records may be removed;
 - (f) You may not be allowed to enrol;
 - (g) your Higher Education Achievement Report (HEAR) may not be updated to include your Course;
 - (h) your results may be withheld;
 - (i) You will not be permitted to re-enrol;
 - (j) we may not issue your Course certificate;
 - (k) your registration may be terminated; and/or
 - (l) 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 tuition fees within 14 days of the date of invoice. Further information is set out in Section 11.
- 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 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 will be set out in your Offer.
- 9.7.2 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.
- 9.7.3 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 9.7.4 If King's notifies You that You are liable for Sales Tax during your Course, or the rate of Sales Tax is 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 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 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 we cancel the Contract in accordance with Section 10.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive. If You have paid a deposit, and your pro rata tuition fees are less than the value of the deposit You have paid, You will not be entitled to a refund.
- 10.3 In exceptional circumstances, King's may cancel your Contract in accordance with the [Support for Study Policy and Procedure](#) and may offer You a pro-rata refund of tuition fees for teaching not received. To request a pro-rata refund, You must submit a request in writing to kings-foundations@kcl.ac.uk no later than 3 months after the date the Contract was cancelled by King's. If King's approves your request, the tuition fee refund would be made within 14 days of King's approving your request and would be calculated from the date the Contract was cancelled by King's, to the final date of the Course.
- 10.4 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.
- 10.5 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 email or using the [Cancellation Form](#), but You do not have to use the model form.
- 11.3 Subject to Section 11.4, 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, 10.3, 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;
 - (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; and/or
 - (d) 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

Changes to Courses before enrolment

- 12.4.1 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

- 12.4.2 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).
- 12.4.3 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.
- 12.4.4 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 which are to students' benefit will not normally be "substantial".
- 12.4.5 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 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.
- 12.4.6 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.

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, cyber attack, default by third party suppliers or subcontractors, 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**").

- 12.5.3 We would normally expect such Force Majeure Events to be short term, and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 12.5.4 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 Contract 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](#).
- 12.5.5 If You decide to terminate your Contract 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 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 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, such as 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 or payable by You in respect of your Course.

13. **DEFERRALS**

King's is unable to defer Offers for pre-sessional programmes.

14. **COMPLAINTS**

14.1 If You have a complaint about the admissions process, please follow our [Applicant Complaints Policy](#). Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.5.

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 If You are involved in Processing Personal Data You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#), [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

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 or able to be amended or suspended 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.

**TERMS AND CONDITIONS FOR CORPORATE
AND TAILOR-MADE COURSES**

For study beginning 2023/24

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1. INTRODUCTION

- 1.1 This document contains important information about your agreement with the King's Language Centre of 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 language.tuition@kcl.ac.uk 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 the King's Language Centre's Corporate and Tailor-Made Courses. Please note these are not the same status as defined by the King's Academic Regulations for those studying degree-level 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 11.2
"Cancellation Period"	has the meaning set out in Section 14.1
"Contract"	has the meaning set out in Section 3.1
"Course"	means the course of study described in the Course Agreement Form
"Course Agreement Form"	means our written confirmation to You of a place on the Course, sent to You directly by King's
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You apply for the Course
"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 15.5.2
"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

"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to the King's Language Centre of King's College London, Strand, London WC2R 2LS
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"UKVI"	means UK Visas and Immigration
"You" and "your"	refers to you the student or applicant

3. **THE CONTRACT**

3.1 By signing the Course Agreement Form for a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 the Course Agreement Form;
- 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 sign the Course Agreement Form.

4. APPLICATION AND ADMISSION

4.1 Application

- 4.1.1 To apply for a place on a Course, You must take the following steps:
- (a) complete and submit an online application form, available [here](#);
 - (b) upon receipt of the application form, we will send You a quote via email for delivering the Course;
 - (c) if You notify us via email that You wish to accept the quote, we will email you the Course Agreement form; and
 - (d) You must sign and email us the completed Course Agreement Form, and a contract will then be created.
- 4.1.2 You must meet the terms of the Course Agreement Form 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.
- 4.1.3 Once we have received your signed Course Agreement Form we will send you an invoice for your tuition fees and any applicable Sales Tax. You must pay your tuition fees and any applicable Sales Tax prior to the commencement of your Course. If a sponsor is paying your tuition fees, You must provide full details of the sponsor responsible for paying your tuition fees and any applicable Sales Tax. Further details of the tuition fees, and how to make payment are set out in Section 6. Further information in relation to Sales Tax can be found [here](#).
- 4.1.4 Applications for Courses are reviewed and processed on a first come, first served basis.
- 4.1.5 If we are unable to accept your application (for example, the Course You have applied to is full) we will inform You in writing and will refund You in full any tuition fees paid to date.
- 4.1.6 It is important that You provide accurate information in your online 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 Course Agreement Form .
- 4.1.7 King's may 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 Course Agreement Form, 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.
- 4.1.8 King's may refuse to enrol You or withdraw You from your Course if You owe any outstanding fees to King's.
- 4.1.9 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's

[Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

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 4.1.7 and 13.1).
- 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 by King's and gaining this certificate will be a condition of your place on the Course. 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 4.1.7 and 13.1). If the Course Agreement Form 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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 Course Agreement Form, 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.
- 5.1.3 You must be 18 years old or over on the first day of your Course, with the exception of:
- (a) students who are already enrolled on a Higher Education programme at King's;
 - (b) students studying at King's Maths School; or
 - (c) students participating in approved widening participation schemes (further details are available at <https://www.kcl.ac.uk/study/social-mobility>).
- 5.1.4 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

5.2 Enrolment

- 5.2.1 To begin study on your Course, You must:-
- (a) enrol at King's prior to the start date of your Course. If You do not enrol, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability); and
 - (b) have paid any amounts that are due on application (as outlined in the Course Information).
- 5.2.2 Students who are not enrolled at King's cannot attend classes or participate in assessments for their 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 and the Course timetable will be stated in the Course Information. 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 15 for further details.
- 5.3.3 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.
- 5.3.4 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 language.tuition@kcl.ac.uk at least 48 hours in advance.

6. **ONLINE VIRTUAL LEARNING ENVIRONMENT**

- 6.1 We may 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.
- 6.2 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.
- 6.3 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 may 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 The times of your classes will be agreed in advance between You and King's.
- 7.4 No classes will take place on recognised UK public holidays.
- 7.5 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.

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 (4Mps 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. CERTIFICATES

There is no award on completion of a Course. However, at the end of your Course, You will be able to download a certificate of attendance for the hours you have studied with us from the online learning environment, or by request via email to language.tuition@kcl.ac.uk for those without access to this. Please note that You need to use the self-service function on KEATS within 30 days of completion of the Course as the data on your Course is not accessible in the system after this time.

10. STUDENT STATUS

10.1 You do not acquire full King's student status by enrolling on or attending a Course. If studying on-campus we will aim to issue You with an ID card by the fourth class of your Course. If You do not have an ID card but have classes to attend, You can sign in at reception as a visitor. Please note that no ID card will be issued for Courses that are only of one week or weekend in duration.

- 10.2 Please note your ID card is solely for use by You and will be confiscated if it is misused. For relevant Courses, 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, for example the Language Resource Centre and the library (but You cannot take materials out on loan from the library). However, You are not entitled to use other services provided for King's students.
- 10.3 If You have studied a Course You will not have King's alumnus status.
- 10.4 There will be a £10 charge for the replacement of an ID card payable online by credit/debit card.
11. **TUITION FEES**
- 11.1 **Amount of tuition fees**
- 11.1.1 The amount of your tuition fees is set out in the Course Information and the Course Agreement Form. Your Course Agreement Form may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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.
- 11.1.2 Tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.
- 11.1.3 Tuition fees are set, reviewed and published by King's on an annual basis.
- 11.2 **Additional costs**
- 11.2.1 You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course, for example for course text and work books, will have been detailed in the Course Information ("**Additional Costs**").
- 11.2.2 We strongly advise that You do not purchase any text or work books until after the first lesson has taken place. Books will not be required for the first lesson.
- 11.2.3 If your Course takes place at a premises external to King's, any travel, accommodation and subsistence costs incurred by King's will be added to your tuition fees.
- 11.3 **Sponsored students**
- 11.3.1 The invoice for your Course fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 30 days from the invoice date. In the event of non-payment of fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days.
- 11.3.2 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.
- 11.4 **Making Payment**
- 11.4.1 It is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Course Information and outlined in these Terms and Conditions.
- 11.4.2 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.
- 11.4.3 King's advertised payment methods can be found [here](#).

- 11.4.4 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.
- 11.4.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 11.4.6 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.
- 11.4.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 11.4.8 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).
- 11.4.9 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.
- 11.4.10 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.
- 11.4.11 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.
- 11.4.12 King's reserves the right to withdraw You from the Course where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 11.4.13 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.

11.5 **Non-payment or late payment of tuition fees**

- 11.5.1 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 accessing online Course content and / or discussion forums;
 - (d) You may be prohibited from attending classes;
 - (e) your access to student records may be removed;
 - (f) You may be suspended;

- (g) You may not be allowed to enrol;
- (h) You may not be allowed to enrol on subsequent courses offered by the King's Language Centre;
- (i) You may not be allowed to complete your Course;
- (j) your results may be withheld; and/or
- (k) we may not issue your certificate of professional development.

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

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

11.5.4 A student who is suspended under Section 11.5.1 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.

11.5.5 Students whose registration at King's is cancelled under Section 11.5.4 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.

11.5.6 A student who withdraws 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 set out in Section 14.

11.5.7 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](#).

11.5.8 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.

11.6 Tuition fee variations

11.6.1 Details of your tuition fees and any applicable Sales Tax will be set out in the Course Information.

11.6.2 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.

11.6.3 King's will give affected students as much notice as reasonably possible of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).

11.6.4 If King's notifies You that You are liable for Sales Tax during your Course, 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 language.tuition@kcl.ac.uk 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.

12. LESSON CANCELLATIONS

- 12.1 If we need to cancel a single lesson of your Course, we will notify You as soon as practicable by email and/or text message, and we will endeavour to offer a replacement lesson.
- 12.2 If You wish to reschedule a single lesson of your Course, You must provide us with a minimum of 2 business days' notice. 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.
- 12.3 Replacement classes can only be scheduled within the scheduled timetable. Any other arrangement is at the sole discretion of King's and in any event any rescheduled lesson must take place within three (3) months of the final lesson of the Course.
- 12.4 Students must inform King's and the teacher if they are going to be late for a lesson.
- 12.5 To reschedule or cancel a lesson, or inform us that You will be late for a lesson, please contact King's Language Centre via email at language.tuition@kcl.ac.uk or call 020 7848 1006.
- 12.6 We recognise that there may be occasions when the agreed notice period in Section 12.2 cannot be met and that You may have 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 our [Mitigating Circumstances Policy](#) for further details.
- 12.7 The Course must be completed within the arranged time period set out in the Course Information unless otherwise agreed.

13. KING'S CANCELLATION RIGHTS

- 13.1 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:-
- 13.1.1 You have failed to meet the conditions of your Course Agreement Form, 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);
- 13.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 30 days of us notifying You that your fees are outstanding;
- 13.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
- 13.1.4 a Force Majeure Event prevents us from providing your Course for longer than 4 weeks (whichever is shorter);
- 13.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- 13.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
- 13.1.7 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
- 13.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.

- 13.2 If we cancel the Contract in accordance with Section 13.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive.
- 13.3 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, applying for another language course or Course Part, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 13.4 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, apply for another language course or Course Part, or proceed to any degree, diploma or other award of King's.

14. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**

- 14.1 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 sign the Course Agreement Form.
- 14.2 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 contacting the King's Language Centre by email (at language.tuition@kcl.ac.uk).
- 14.3 Subject to Section 14.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment 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).
- 14.4 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 signing the Course Agreement Form, 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 14.5 and 14.6 below.
- 14.5 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 14.6 below.
- 14.6 If You withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the number of lessons You have attended of your Course. If You withdraw from your Course after the Cancellation Period has expired any refund will be subject to a £20 administration fee
- 14.7 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.

15. **KING'S OBLIGATIONS TO STUDENTS**

15.1 **Changes to Academic Regulations, Policies and Procedures**

- 15.1.1 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 15.2 for provisions concerning changes to Courses).

- 15.1.2 Any changes made under this Section 15.1 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.
- 15.1.3 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.

15.2 **Changes to Courses**

- 15.2.1 Once You have accepted the Course Agreement Form, 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 a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; 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.
- 15.2.2 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.
- 15.2.3 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.

15.3 **Closure of Courses**

- 15.3.1 Once You have accepted the Course Agreement Form, 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 or Course Part. The circumstances where Course or Course Part 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.

15.3.2 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](#).

15.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before enrolment

15.4.1 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 the Course Agreement Form 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

15.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 15.2 and 15.3 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). You cannot attend an alternative course on a trial basis.

15.4.3 In the case of minor changes as determined by us, 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.

15.4.4 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 which are to students' benefit will not normally be "substantial".

15.4.5 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 sending an email to language.tuition@kcl.ac.uk. The effect of terminating your Contract is that 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.

15.4.6 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.

15.5 Liability for acts outside our control

- 15.5.1 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.
- 15.5.2 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, cyber attack, default by third party suppliers or subcontractors, 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**").
- 15.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 15.5.4 If such an event results in the complete inability to deliver your Course for a continued period of four weeks or more then You will be entitled to terminate your Contract with immediate effect by contacting language.tuition@kcl.ac.uk 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](#).
- 15.5.5 If You decide to terminate your Contract 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 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 14.5.

15.6 Limitation of our liability to You

- 15.6.1 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.
- 15.6.2 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 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.

15.6.3 Subject to Sections 15.6.1 and 15.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid or payable by You in respect of your Course.

16. DEFERRALS

16.1 We are unable to defer Offers for corporate and tailor-made courses.

17. COMPLAINTS

17.1 If You have a complaint about the admissions process, please follow our Applicant Complaints Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.9.

17.2 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.

17.3 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**".

17.4 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](#).

18. 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](#).

19. 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](#).

20. DATA PROTECTION

20.1 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.

20.2 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#) and [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

21. GENERAL

21.1 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.

- 21.2 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 21.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 21.4 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.

**TERMS AND CONDITIONS FOR OPEN
ENROLMENT SHORT COURSES**

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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 apply for 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 apply to study at King's and your application is accepted, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact shortcourses@kcl.ac.uk 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 short courses.

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 7.2
" Cancellation Period "	has the meaning set out in Section 9.1
" Contract "	has the meaning set out in Section 3.1
" Course "	means the course of study described in your Written Confirmation and the Course Information
" Course Information "	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You receive your Written Confirmation confirming your place on the Course
" Course Materials "	means any educational material that may be provided by King's for the delivery of the Course, more details of which are set out in the Course Information
" 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

"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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
"UKVI"	means UK Visas and Immigration
"Written Confirmation"	means our written confirmation to You of a place on the Course, sent to You directly by King's
"You" and "your"	refers to you the student or applicant

3. THE CONTRACT

3.1 By submitting your application for a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 your Written Confirmation;
- 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 receive the Written Confirmation.

4. APPLICATION

4.1 Application

4.1.1 You must meet any entrance requirements for the Course, as specified in the Course Information and satisfy any 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 When submitting your application to study at King's You must either:

- (a) make full payment of your tuition fees and any applicable Sales Tax; or
- (b) provide details of the sponsor who has agreed to pay your tuition fees.

4.1.3 Further details of the tuition fees, and how to make payment are set out in Section 7. Further information in relation to Sales Tax can be found [here](#).

4.1.4 If we are unable to accept your application (for example, the Course You have applied to is full) we will inform You in writing and will refund You in full any tuition fees paid to date.

4.1.5 If King's accepts your application for a place on the Course, You will be sent a Written Confirmation via email, to the email address You provided in your application.

4.1.6 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 You from your Course.

4.1.7 King's may 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 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.

4.2 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 4.1.7 and 8.1).

- 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, King's will notify You separately. 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 4.1.7 and 8.1). If 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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 Written Confirmation, 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 lectures, seminars and online live classes, and any such other teaching forums provided by us.
- 5.1.3 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.

- 5.1.4 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

5.2 **Enrolment**

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

- (a) have paid any amounts that are due (as outlined in the Course Information); and
- (b) have supplied specific identity documents if requested by King's.

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, timetable, class hours and location will be stated in the Course Information. 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 for further details.

6. **ONLINE COURSES**

6.1 **Online virtual learning environment**

- 6.1.1 We may provide You with login details for a virtual learning environment or other online platforms (for example KEATS). 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 the virtual learning environment at all times.

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

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

6.2 **Teaching and assessment information**

- 6.2.1 You may learn via a variety of formats, including the following:-

- (a) '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;
- (b) '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;
- (c) 'discussion', which may include text-based forums or live interaction with other students; and

- (d) 'webinars', which will be live scheduled classes during which You may be asked to share comments.

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

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

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

6.3 **Technology and system requirements**

6.3.1 If all or part of your Course is delivered via KEATS, You may 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:-

- (a) a personal computer or tablet;
- (b) an internet connection with sufficient bandwidth to allow video streaming (4Mps minimum); and
- (c) a microphone and webcam.

6.3.2 If all or part of your Course is delivered via KEATS, it 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.

6.3.3 If all or part of your Course is delivered via KEATS, your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

(a) **Hardware**

- (i) Headphones, soundcard and speakers, microphone and webcam.
- (ii) 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.
- (iii) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment

(b) **Operating System**

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

(c) **Internet Connection**

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

(d) **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.

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

7. TUITION FEES

7.1 Amount of tuition fees

- 7.1.1 The amount of your tuition fees is set out in the Course Information. Your Written Confirmation may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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.
- 7.1.2 Tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.
- 7.1.3 Tuition fees are set, reviewed and published by King's throughout the year.
- 7.1.4 It is possible that, despite our reasonable care, tuition fees may be incorrectly priced in the Course Information. We will normally check the tuition fees on your application so that, where the actual tuition fees at your application date are less than the stated tuition fees at your application date, we will charge the lower amount or provide You with a refund if You have already paid. If the actual tuition fees at the date of your application are higher than the tuition fees stated to You, we will contact You for your instructions before we accept your application.

7.2 Additional costs

You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course will have been detailed in the Course Information ("**Additional Costs**").

7.3 Sponsored students

- 7.3.1 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 must notify us when submitting your application.
- 7.3.2 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 the Course Information.
- 7.3.3 If You or your sponsor think an invoice is incorrect please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.
- 7.3.4 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

7.4 Making Payment

- 7.4.1 It is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Course Information.
- 7.4.2 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.
- 7.4.3 King's advertised payment methods can be found [here](#).
- 7.4.4 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.
- 7.4.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 7.4.6 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.
- 7.4.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 7.4.8 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).
- 7.4.9 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.
- 7.4.10 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.
- 7.4.11 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.
- 7.4.12 King's reserves the right to withdraw You from your Course where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 7.4.13 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.

7.5 Non-payment or late payment of tuition fees

- 7.5.1 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 submitting coursework;

- (b) You may be prohibited from using King's services;
- (c) You may be prohibited from accessing online Course content and / or discussion forums;
- (d) You may be prohibited from attending classes;
- (e) You may not be allowed to complete your Course; and/or
- (f) we may not issue your certificate of attendance.

7.5.2 For further information on the process and consequences of late payment (including if You are having difficulties paying on time and need further help and advice), please contact shortcourses@kcl.ac.uk.

7.5.3 A student who withdraws or interrupts from their Course 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 set out in Section 9.

7.5.4 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](#).

7.5.5 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.

7.6 Tuition fee variations

7.6.1 Your tuition fees are fixed for the duration of your Course however if your studies are interrupted or suspended for any reason, the tuition fees when You begin or resume your studies may have increased, to reflect the current Course tuition fees payable by students, on the basis set out below.

7.6.2 Details of your tuition fees and any applicable Sales Tax will be set out in the Course Information.

7.6.3 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.

7.6.4 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).

7.6.5 King's reserves the right to increase the tuition fees for the Course each year for each new student intake, reflecting the changes in costs of delivering the Course, improving the educational services it provides, 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. If You return to your studies following a period of interruption or suspension King's therefore reserves the right to increase your tuition fees to reflect the current Course tuition fees payable by the latest intake of students (subject to Section 7.6.6 below).

7.6.6 Any tuition fee increase for students returning to their studies following a period of interruption or suspension shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) on their last academic year's tuition fee for the Course.

- 7.6.7 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.
- 7.6.8 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is increasing, and You are unhappy with the increased fees, You may end your Contract with us provided that You email shortcourses@kcl.ac.uk or inform us 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 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.

8. KING'S CANCELLATION RIGHTS

- 8.1 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:-
- 8.1.1 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);
- 8.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 14 days of us notifying You that your fees are outstanding;
- 8.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
- 8.1.4 a Force Majeure Event prevents us from providing your Course for longer than 4 weeks (whichever is shorter);
- 8.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- 8.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
- 8.1.7 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
- 8.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 8.2 If we cancel the Contract in accordance with Section 8.1, You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive.
- 8.3 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.

8.4 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.

9. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

9.1 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 receive your Written Confirmation from King's.

9.2 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:

9.2.1 contacting King's by email at shortcourses@kcl.ac.uk; or

9.2.2 using the [Cancellation Form](#) but You do not have to use the model form.

9.3 Subject to Section 9.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment 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).

9.4 If your Course is due to begin within 14 days from the date You submit your application to King's, 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:

9.4.1 for Courses delivered either in person, or in person and online] You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax for teaching received up until the date You notify us that You are terminating your Contract and a proportion of the costs incurred by King's in preparing for the Course;

9.4.2 for Courses delivered either in person, or in person and online and the entirety of your Course has been delivered within the Cancellation Period prior to the date You notify us that You are terminating your Contract, You shall not be entitled to a refund of any tuition fees or applicable Sales Tax;

9.4.3 for online only Courses where You have not accessed the Course via the relevant virtual learning environment or other online platform, we will reimburse any tuition fee and applicable Sales Tax payment received from You (minus any costs incurred by King's in preparing for the Course) 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; and

9.4.4 for online only Courses where You have accessed the Course via the relevant virtual learning environment or other online platform, You shall not be entitled to a refund of any tuition fees or applicable Sales Tax.

9.5 If You cancel the Contract after the Cancellation Period has expired, we will not refund payments received from You. Depending on when You cancel the Contract You may be obliged to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in the table below:

Date of termination	Percentage of tuition fees refunded
More than 42 days before the Course start date	100%
Between 42 and 21 days of the Course start date	75%

Between 20 and 14 days of the Course start date	50%
Less than 14 days before the Course start date or after the Course has begun	0%

9.6 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.

9.7 We strongly advise that You do not purchase any text or work books until after the first lesson has taken place. Books will not be required for the first lesson, unless we inform You otherwise.

9.8 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.

10. **COURSE MATERIALS**

10.1 The tuition fees include the cost of any Course Materials, unless otherwise stated in the Course Information.

10.2 Any Course Materials shall be provided to You prior to them being required for the Course.

10.3 If You terminate the Contract for any reason after Course Materials have been despatched 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 collected them, post them back to us at King's College London, Strand, London WC2R 2LS or (if they are not suitable for posting) allow us to collect them from You. Please call us on +44 (0)20 7836 5454 or email us at shortcourses@kcl.ac.uk for a return label or to arrange collection.

10.4 We will pay your costs of returning the Course Materials:

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

10.4.2 if You are ending the Contract for the reasons listed in Sections 11.4.1, 11.4.5, or 11.5.4.

10.5 In all other circumstances (including where You terminate the Contract during the Cancellation Period in accordance with Section 9) You must pay the costs of returning the Course Materials.

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 received your Written Confirmation, 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 a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; 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 received your Written Confirmation, 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

Changes to Courses before Course commencement

- 11.4.1 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 Written Confirmation and/or Course Information) before your Course commences, 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 Course commencement

- 11.4.2 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).
- 11.4.3 In the case of minor changes as determined by us, 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.
- 11.4.4 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 which are to students' benefit will not normally be "substantial".
- 11.4.5 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 sending an email to shortcourses@kcl.ac.uk. The effect of terminating your Contract is that your Course will terminate immediately. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires.
- 11.4.6 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.

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, cyber attack, default by third party suppliers or subcontractors, 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**").

- 11.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 11.5.4 If such an event results in the complete inability to deliver your Course for a continued period of four weeks or more then You will be entitled to terminate your Contract with immediate effect by contacting us at shortcourses@kcl.ac.uk 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](#).
- 11.5.5 If You decide to terminate your Contract 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 fees after that time, and You will be refunded any excess payment You have made.

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, such as 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 or payable by You in respect of your Course.

12. DEFERRALS

King's unable to defer places for short courses.

13. **COMPLAINTS**

- 13.1 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.
- 13.2 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**".
- 13.3 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 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#) and [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

17. **GENERAL**

- 17.1 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.
- 17.2 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 17.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 17.4 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.

**TERMS AND CONDITIONS FOR EVENING,
SATURDAY AND SUMMER LANGUAGE
COURSES**

For study beginning 2023/24

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1. INTRODUCTION

- 1.1 This document contains important information about your agreement with the King's Language Centre of 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 languagecentreshortcourses@kcl.ac.uk 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 the King's Language Centre's Evening, Saturday and Summer Language Courses. Please note these are not the same status as defined by the King's Academic Regulations for those studying degree-level 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 11.2
"Cancellation Period"	has the meaning set out in Section 14.1
"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 apply for the Course
"Course Part"	means a 15-hour component of an Evening Language Course or Saturday Language Course for which students can enrol separately from other course parts
"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
"Evening Language Courses"	means any scheduled courses which we offer to the general public from September to August and which start at 18.00 or later, further details of which are set out here
"Force Majeure Event"	has the meaning set out in Section 15.5.2

"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
"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to the King's Language Centre of King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.3
"Offer"	means our written confirmation to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Saturday Language Courses"	means any scheduled courses which we offer to the general public from September to August and which take place on a Saturday, further details of which are set out here
"Sensitive Personal Data"	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
"Summer Language Courses"	means any scheduled intensive course which we offer to the general public with a start date from May to September, further details of which are set out here
"Transfer"	means 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 (for example, from one 10 week course starting in October to another 10 week course starting in October)

"UKVI" means UK Visas and Immigration

"You" and "your" refers to you the student or applicant

3. THE CONTRACT

3.1 By submitting your application for 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 When submitting your application to study at King's You must make full payment of your tuition fees and any applicable Sales Tax or provide full details of the sponsor responsible for paying your tuition fees and any applicable Sales Tax. Further details of the tuition fees, and how to make payment are set out in Section 6. Further information in relation to Sales Tax can be found [here](#).
- 4.1.3 Applications for Courses are reviewed and processed on a first come, first served basis.
- 4.1.4 You are responsible for ensuring that the level of Course which You apply for (as well as any Course Part) is appropriate for You.
- 4.1.5 We reserve the right to refuse your application for level 1 of a first Course Part after the first lesson of the Course.
- 4.1.6 We reserve the right to refuse enrolments for Courses at a higher level than level 1 of a first Course Part after the second lesson of the Course.
- 4.1.7 If we are unable to accept your application (for example, the Course You have applied to is full) we will inform You in writing and will refund You in full any tuition fees paid to date.
- 4.1.8 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.
- 4.1.9 King's may 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.
- 4.1.10 King's may refuse to enrol You or withdraw You from your Course if You owe any outstanding fees to King's.
- 4.1.11 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

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 4.1.9 and 13.1).
- 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 4.1.9 and 13.1). 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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 lectures, seminars and online live classes, and any such other teaching forums provided by us.

5.1.3 You must be 18 years old or over on the first day of your Course, with the exception of:

- (a) students who are already enrolled on a Higher Education programme at King's;
- (b) students studying at King's Maths School; or
- (c) students participating in approved widening participation schemes (further details are available [here](#)).

5.1.4 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

5.2 **Enrolment**

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

- (a) enrol at King's prior to the start date of your Course. If You do not enrol, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability); and
- (b) have paid any amounts that are due on application (as outlined in the Course Information).

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 and the Course timetable 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 15 for further details.
- 5.3.3 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.
- 5.3.4 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 at least 48 hours in advance.
- 5.3.5 If You attend one or no lessons of a Course Part, we reserve the right to withdraw You from subsequent parts of the Course Part. In the case of online classes this requires attendance at the live class. We will not offer a refund in this case.

6. **ONLINE VIRTUAL LEARNING ENVIRONMENT**

- 6.1 We may 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.
- 6.2 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.
- 6.3 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 may 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:
- 7.3.1 for Evening Language Courses: Monday to Friday between the hours of 06:00pm and 9:00pm GMT; and

7.3.2 for Saturday Language Courses and Summer Language Courses: Monday to Friday between the hours of 10:00am and 1:00pm GMT,

("Normal Class Hours").

7.4 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.

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

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

7.7 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.

7.8 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. **CERTIFICATES**

There is no award on completion of a Course. However, following completion of your Course, if You have attended 70% of lessons, You will be able to download a certificate of professional development (CPD) from the online learning environment, or by request via email to languagecentreshortcourse@kcl.ac.uk for those without access to this. Please note that You need to use the self-service function on KEATS within 30 days of completion of the Course as the data on your Course is not accessible in the system after this time.

10. **STUDENT STATUS**

10.1 You do not acquire full King's student status by enrolling on or attending a Course. If studying on-campus we will aim to issue You with an ID card by the fourth class of your Course (or your 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. Please note that no ID card will be issued for Courses that are only of one week or weekend in duration.

10.2 Please note your ID card is solely for use by You and will be confiscated if it is misused. For relevant Courses, 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, for example the Language Resource Centre and the library (but You cannot take materials out on loan from the library). However, You are not entitled to use other services provided for King's students.

10.3 If You have studied a Course You will not have King's alumnus status.

10.4 There will be a £10 charge for the replacement of an ID card payable online by credit/debit card.

11. **TUITION FEES**

11.1 **Amount of tuition fees**

11.1.1 The amount of your tuition fees is set out in the Course Information. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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.

11.1.2 Tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.

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

11.2 Additional costs

11.2.1 You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course, for example for course text and work books, will have been detailed in the Course Information ("**Additional Costs**").

11.2.2 We strongly advise that You do not purchase any text or work books until after the first lesson has taken place. Books will not be required for the first lesson.

11.3 Concessionary fees and discounts

11.3.1 If You are already enrolled on a Higher Education programme at King's on the day of enrolment on the first day of your Course, You may be eligible to receive a discount on your tuition fees. Further details are available [here](#).

11.3.2 The concessionary fees for University of London ("**UoL**") students and staff, including King's staff, are only available to individuals who are a student or member of staff at a UoL institution on the day of enrolment on or the first day of a Course. A list of current UoL institutions is available on the UoL website.

11.3.3 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 a Course. A list of current King's Health Partners institutions is available on the King's Health Partners website.

11.3.4 The concessionary fees for UoL alumni, including King's 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 a Course.

11.3.5 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 Course.

11.3.6 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.

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

11.3.8 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 (for example, a scanned degree certificate). You must also submit a discount code when You submit your application. Please request your code by sending an email to languagecentreshortcourse@kcl.ac.uk.

11.3.9 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.

11.4 Sponsored students

11.4.1 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 fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days.

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

11.5 Making Payment

- 11.5.1 It is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Course Information and outlined in these Terms and Conditions.
- 11.5.2 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.
- 11.5.3 King's advertised payment methods can be found [here](#).
- 11.5.4 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.
- 11.5.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 11.5.6 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.
- 11.5.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 11.5.8 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).
- 11.5.9 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.
- 11.5.10 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.
- 11.5.11 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.
- 11.5.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 11.5.13 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.

11.6 Non-payment or late payment of tuition fees

- 11.6.1 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) 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 accessing online Course content and / or discussion forums;
- (d) You may be prohibited from attending classes;
- (e) your access to student records may be removed;
- (f) You may be suspended;
- (g) You may not be allowed to enrol;
- (h) You may not be allowed to enrol on subsequent courses offered by the King's Language Centre;
- (i) You may not be allowed to complete your Course;
- (j) your results may be withheld; and/or
- (k) we may not issue your certificate of professional development.

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

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

11.6.4 A student who is suspended under Section 11.6.1 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.

11.6.5 Students whose registration at King's is cancelled under Section 11.6.4 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.

11.6.6 A student who withdraws 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 set out in Section 14.

11.6.7 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](#).

11.6.8 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.

11.7 Tuition fee variations

11.7.1 Details of your tuition fees and any applicable Sales Tax will be set out in the Course Information.

- 11.7.2 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.
- 11.7.3 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 11.7.4 If King's notifies You that You are liable for Sales Tax during your Course, 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 languagecentreshortcourse@kcl.ac.uk 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.

12. LESSON CANCELLATIONS

- 12.1 If we need to cancel a single lesson of your Course, we will notify You as soon as practicable by email and/or text message.
- 12.2 If just one lesson of an Evening Language Course or Saturday Language Courses is cancelled by us, 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).
- 12.3 Single lesson cancellations are not considered to be changes to the day or time of a Course.

13. KING'S CANCELLATION RIGHTS

- 13.1 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:-
 - 13.1.1 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);
 - 13.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 30 days of us notifying You that your fees are outstanding;
 - 13.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
 - 13.1.4 a Force Majeure Event prevents us from providing your Course for longer than 4 weeks (whichever is shorter);
 - 13.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 13.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
 - 13.1.7 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

- 13.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 13.2 If we cancel the Contract in accordance with Section 13.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive.
- 13.3 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, applying for another language course or Course Part, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 13.4 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, apply for another language course or Course Part, or proceed to any degree, diploma or other award of King's.
14. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**
- 14.1 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 receive an Offer from King's.
- 14.2 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 contacting the King's Language Centre by email (at languagecentreshortcourse@kcl.ac.uk).
- 14.3 Subject to Section 14.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment 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).
- 14.4 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, as set out in Sections 14.5 and 14.6 below.
- 14.5 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 14.6 below.
- 14.6 If You withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the number of lessons You have attended of your Course. If You withdraw from your Course after the Cancellation Period has expired any refund will be subject to a £20 administration fee
- 14.7 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.

15. KING'S OBLIGATIONS TO STUDENTS

15.1 Changes to Academic Regulations, Policies and Procedures

- 15.1.1 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 15.2 for provisions concerning changes to Courses).
- 15.1.2 Any changes made under this Section 15.1 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.
- 15.1.3 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.

15.2 Changes to Courses

- 15.2.1 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 a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; 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.
- 15.2.2 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.
- 15.2.3 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.

15.3 Closure of Courses

15.3.1 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 or Course Part. The circumstances where Course or Course Part 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.

15.3.2 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](#).

15.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before enrolment

15.4.1 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

15.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 15.2 and 15.3 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). You cannot attend an alternative course on a trial basis.

15.4.3 In the case of minor changes as determined by us, 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.

15.4.4 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 which are to students' benefit will not normally be "substantial".

15.4.5 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 sending an email to languagecentreshortcourse@kcl.ac.uk. The effect of terminating your Contract is that 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.

- 15.4.6 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.

15.5 **Liability for acts outside our control**

- 15.5.1 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.
- 15.5.2 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, cyber attack, default by third party suppliers or subcontractors, 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**").
- 15.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 15.5.4 If such an event results in the complete inability to deliver your Course for a continued period of four weeks or more then You will be entitled to terminate your Contract with immediate effect by contacting languagecentreshortcourse@kcl.ac.uk 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](#).
- 15.5.5 If You decide to terminate your Contract 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 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 14.5.

15.6 **Limitation of our liability to You**

- 15.6.1 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.
- 15.6.2 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 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.

15.6.3 Subject to Sections 15.6.1 and 15.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid or payable by You in respect of your Course.

16. TRANSFERS AND DEFERRALS

16.1 Transfer of language

16.1.1 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 Cancellation Period.

16.2 Transfer of level

16.2.1 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.

16.2.2 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 emailing languagecentreshortcourse@kcl.ac.uk before the relevant deadline for Transfer requests set out in Section 16.4.

16.2.3 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 (minus a administrative charge of £20) can apply. We will only Transfer You if your Course teacher or a King's Language Centre manager with responsibility for the relevant language has confirmed in writing that the Transfer is appropriate. More information can be found on our website.

16.3 Change of day, time or campus

16.3.1 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 request a Transfer by emailing languagecentreshortcourse@kcl.ac.uk before the relevant deadline for Transfer requests, set out in Section 16.4.

16.4 Transfer deadlines

16.4.1 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.

16.4.2 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.

- 16.4.3 For 45 hour 30 week Evening 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.
- 16.4.4 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.
- 16.4.5 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 Part which You are Transferring to.
- 16.4.6 For one week long intensive Summer Language Courses, a request must be made before 14.00 on the day before the second class.
- 16.4.7 We will only Transfer You if there is a space available on the Course You wish to Transfer to.

16.5 **Deferrals**

- 16.5.1 We do not allow You to defer your enrolment to a subsequent Course or Course Part (i.e. to another enrolment session, such as autumn to winter).

17. **COMPLAINTS**

- 17.1 If You have a complaint about the admissions process, please follow our Applicant Complaints Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.11.
- 17.2 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.
- 17.3 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**".
- 17.4 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](#).

18. **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](#).

19. **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](#).

20. **DATA PROTECTION**

- 20.1 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.
- 20.2 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#) and [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

21. **GENERAL**

- 21.1 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.
- 21.2 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 21.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.

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.

**TERMS AND CONDITIONS FOR NON-CREDIT
BEARING LANGUAGE COURSES**

For study beginning 2023/24

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1. INTRODUCTION

- 1.1 This document contains important information about your agreement with the King's Language Centre of 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 languagecentreinternal@kcl.ac.uk 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 the King's Language Centre's language courses. Please note these are not the same status as defined by the King's Academic Regulations for those studying degree-level programmes and You will not receive higher education credits for completing your Course.
- 1.5 The following students are eligible to apply for the Courses:
- 1.5.1 King's undergraduate students – please note You will not receive an award or credit upon completion of your Course, but You will be charged a fee (see Section 10); and
 - 1.5.2 King's postgraduate students:
 - (a) may study an assessed Course, meaning they will need to attend and complete all assessments, and the module mark will appear on your transcript but will not form part of your credits or degree calculation;
 - (b) can study a Course 'not for award', but You will be charged a fee (see Section 10); and
 - (c) can study one non-assessed Course per year free of charge, but if they wish to study more than one Course, this is permitted but they will be charged the relevant fee;
 - 1.5.3 King's staff, King's alumni, University of London students, University of London staff and the general public; and
 - 1.5.4 post-graduate students from other higher education institutions (but priority will be given to King's students).

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 10.3
" Cancellation Period "	has the meaning set out in Section 13.1
" Contract "	has the meaning set out in Section 3.1
" Course "	means the language course 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 apply for the Course

"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 14.5.2
"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
"Intellectual Property Rights"	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, trade secrets, 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
"Leave of Absence"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"King's", "we", "us" and "our"	refers to the King's Language Centre of King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.3
"Offer"	means our written confirmation to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	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
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	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

"Transfer"	means a move from a Course to another Course which starts in the same week and runs for the same number of weeks as the Course on which You are enrolled
"UKVI"	means UK Visas and Immigration
"You" and "your"	refers to you the student or applicant

3. THE CONTRACT

3.1 By submitting your application for 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 To apply for a place on a Course, You must take the following steps:

- (a) complete and submit an online application form (please click [here](#) and select a programme which will direct You to the online application form);
- (b) depending on the level of the Course You apply for, You may be required to undertake a language level assessment;
- (c) upon completion of the language level assessment. If You are required to pay tuition fees, we will email You with details of how You make payment; and
- (d) we will then allocate You to a language module which is suitable for your language level and a timetable, and send You your Offer, confirming your place on the Course.

4.1.2 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.

4.1.3 If You are paying to study your Course, You must make full payment of your tuition fees and any applicable Sales Tax or provide full details of the sponsor responsible for paying your tuition fees and any applicable Sales Tax during the application stage set out in Section 4.1.1. Further details of the tuition fees, and how to make payment are set out in Section 6. Further information in relation to Sales Tax can be found [here](#).

4.1.4 Applications for Courses are reviewed and processed on a first come, first served basis, with priority given to King's students (if applicable). If no suitable group is found, your second and third language choices (if applicable) will be considered. If no suitable group is found, we will withdraw your application.

- 4.1.5 You are responsible for ensuring that the level of Course which You apply for is appropriate for You.
- 4.1.6 We reserve the right to refuse your application for a Course if You apply after the second lesson of the Course has taken place.
- 4.1.7 If we are unable to accept your application (for example, the Course You have applied to is full) we will inform You in writing and will refund You in full any tuition fees paid to date.
- 4.1.8 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.
- 4.1.9 King's may 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) failing to declare all your previous experience and qualifications in the chosen language in your application;
 - (b) You have previously failed a language module at King's or are requesting to repeat a Course that You have already studied at King's;
 - (c) You previously studied a language module at King's and failed to attend the minimum number of classes;
 - (d) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (e) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - (f) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
 - (g) 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.
- 4.1.10 King's may refuse to enrol You or withdraw You from your Course if You owe any outstanding fees to King's.
- 4.1.11 King's aims to offer a high-quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. KCL's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

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 4.1.9 and 12.1).

- 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 4.1.9 and 12.1). 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 may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, at their own expense, before returning to King's following their Leave of Absence.
- 4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation which result in You no longer being eligible to study at King's.

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 are 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 convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [Misconduct Policy and Procedure](#).

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 lectures, seminars and online live classes, and any such other teaching forums provided by us.
- 5.1.3 You must be 18 years old or over on the first day of your Course, with the exception of:
- (a) students who are already enrolled on a Higher Education programme at King's;

- (b) students studying at King's Maths School; or
- (c) students participating in approved widening participation schemes (further details are available at <https://www.kcl.ac.uk/study/social-mobility>).

5.1.4 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

5.2 Enrolment

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

- (a) enrol at King's prior to the start date of your Course. If You do not enrol, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability); and
- (b) if applicable, have paid any amounts that are due on application (as outlined in the Course Information).

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 and the Course timetable 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 14 for further details.

5.3.3 Attendance is compulsory for all Courses if You are an undergraduate or postgraduate student at King's. 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:

- (a) being prevented from sitting the final exam and passing the Course (if applicable);
- (b) having your certificate withheld; and/or
- (c) being unable to enrol on a King's Language Centre course in the future.

5.3.4 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.

5.3.5 Guests/family of enrolled students cannot watch/participate in classes and must enrol and pay separately (if applicable). This also applies to guests of enrolled students attending classes to accompany someone. Any special requests must be made in writing to languagecentreinternal@kcl.ac.uk at least 48 hours in advance.

6. ONLINE VIRTUAL LEARNING ENVIRONMENT

6.1 We may provide You with login details for KEATS when You enrol (unless You are already a student at King's and already have access to KEATS). 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.

6.2 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.

6.3 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 may 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 between 10:00 and 19:00 Monday to Friday ("**Normal Class Hours**").

7.4 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.

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

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

7.7 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. Further information will be included in the Course Information.

7.8 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 (4Mps minimum).; and

8.1.3 a microphone and webcam.

- 8.2 If You do not have your own IT equipment, You can access KEATS via the IT equipment available on campus.
- 8.3 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.
- 8.4 Your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-
- 8.4.1 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 (if your Course is assessed).
- 8.4.2 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
- 8.4.3 Internet Connection**
- Broadband/high speed connection - recommended 10 Mbps download and 5 Mbps upload speeds.
- 8.4.4 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.
- 8.4.5 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>
- 8.5 The costs of IT equipment and internet access are not included in the tuition fees and are your sole responsibility.

9. CERTIFICATES

- 9.1 There is no award on completion of a Course. However, following completion of your Course, if You have attended 70% of lessons, You will be able to request a certificate of attendance within 30 days of completion of the Course by emailing languagecentreinternal@kcl.ac.uk.

10. TUITION FEES

- 10.1 If you are required to pay tuition fees for your Course, You should read this section carefully.

10.2 Amount of tuition fees

10.2.1 The amount of your tuition fees is set out in the Course Information. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). 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.

10.2.2 Tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.

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

10.3 Additional costs

10.3.1 You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the Course Information). Additional costs that will be incurred on your Course, for example for course text and work books, will have been detailed in your Offer and in the Course Information ("**Additional Costs**").

10.3.2 We strongly advise that You do not purchase any text or work books until after the first lesson has taken place. Books will not be required for the first lesson.

10.4 Sponsored students

10.4.1 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 fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days.

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

10.5 Making Payment

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

10.5.2 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.

10.5.3 King's advertised payment methods can be found [here](#).

10.5.4 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.

- 10.5.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 10.5.6 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.
- 10.5.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 10.5.8 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).
- 10.5.9 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.
- 10.5.10 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.
- 10.5.11 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.
- 10.5.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 10.5.13 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.

10.6 **Non-payment or late payment of tuition fees**

- 10.6.1 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) 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 accessing online Course content and / or discussion forums;
 - (d) You may be prohibited from attending classes;
 - (e) your access to student records may be removed;
 - (f) You may be suspended;
 - (g) You may not be allowed to enrol;
 - (h) You may not be allowed to enrol on subsequent courses offered by the King's Language Centre;
 - (i) You may not be allowed to complete your Course;

(j) your results may be withheld; and/or

(k) we may not issue your certificate .

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

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

10.6.4 A student who is suspended under Section 10.6.1 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.

10.6.5 Students whose registration at King's is cancelled under Section 10.6.4 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.

10.6.6 A student who withdraws from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal. Further information is set out in Section 13.

10.6.7 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](#).

10.6.8 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.

10.7 Tuition fee variations

10.7.1 Details of your tuition fees and any applicable Sales Tax will be set out in the Course Information.

10.7.2 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.

10.7.3 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).

10.7.4 If King's notifies You that You are liable for Sales Tax during your Course, 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 languagecentreinternal@kcl.ac.uk 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.

11. LESSON CANCELLATIONS

11.1 If we need to cancel a lesson of your Course, we will notify You as soon as practicable by email and/or text message.

11.2 If just one lesson of a Course is cancelled by us, we will endeavour to offer a replacement lesson. If it is not possible to find a suitable alternative arrangement, and we have to cancel at least two lessons

in a row, You will be entitled to a pro rata refund for the cancelled lesson(s) if You paid tuition fees for your Course.

11.3 Single lesson cancellations are not considered to be changes to the day or time of a Course.

12. **KING'S CANCELLATION RIGHTS**

12.1 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:-

12.1.1 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);

12.1.2 You are required to pay tuition fees for your Course, and You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 30 days of us notifying You that your fees are outstanding;

12.1.3 You do not attend the first 2 weeks of your Course (unless otherwise agreed by King's) or You have mitigating circumstances;

12.1.4 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;

12.1.5 a Force Majeure Event prevents us from providing your Course for longer than eight (8) weeks (whichever is shorter);

12.1.6 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);

12.1.7 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;

12.1.8 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

12.1.9 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.

12.2 If we cancel the Contract in accordance with Section 12.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive.

12.3 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, applying for another language course, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.

12.4 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, apply for another language course, or proceed to any degree, diploma or other award of King's.

13. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

- 13.1 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 your Course commences.
- 13.2 To cancel the Contract and withdraw from your Course, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:
- 13.2.1 contacting the King's Language Centre by email (at languagecentreinternal@kcl.ac.uk); or
- 13.2.2 using the [Model Cancellation Form](#) but You do not have to use the model form.
- 13.3 Subject to Section 13.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment 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).
- 13.4 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, as set out in Section 13.5 below.
- 13.5 If You withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, your fees will be revised based on the date You withdraw, as set out in the table below:

Date of withdrawal	Tuition fees due
During the Cancellation Period	No tuition fees due, and any tuition fees paid will be refunded in full (minus any deduction for teaching received during the Cancellation Period).
After the Cancellation Period and before day 1 of week 6	25% of the total tuition fees
From day 1 of week 6 and before day 1 of week 11	50% of the total tuition fees
From day 1 of week 11 and before day 1 of week 16	75% of the total tuition fees
From day 1 of week 16 until the end of week 20	No refund will be offered

- 13.6 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. KING'S OBLIGATIONS TO STUDENTS

14.1 Changes to Academic Regulations, Policies and Procedures

- 14.1.1 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 14.2 for provisions concerning changes to Courses).

- 14.1.2 Any changes made under this Section 14.1 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.
- 14.1.3 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.

14.2 Changes to Courses

- 14.2.1 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 a key member of staff is no longer available (e.g., through illness or resignation) and suitable alternative teaching or supervision arrangements are provided; 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.
- 14.2.2 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.
- 14.2.3 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.

14.3 Closure of Courses

- 14.3.1 Once You have been enrolled onto your Course, 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.

14.3.2 If we cancel your Course because there are insufficient number of students enrolled on the Course, You may change to an alternative Course, if available, or claim a full refund for the tuition fee (if applicable). We will not charge an administrative fee for this. It will not be possible to attend an alternative Course on a trial basis.

14.3.3 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](#).

14.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before enrolment

14.4.1 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

14.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 14.2 and 14.3 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 at King's for which You are qualified). You cannot attend an alternative course on a trial basis.

14.4.3 In the case of minor changes as determined by us, 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.

14.4.4 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 which are to students' benefit will not normally be "substantial".

14.4.5 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 sending an email to languagecentreinternal@kcl.ac.uk. The effect of terminating your Contract is that 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.

14.4.6 You should consider your options carefully before terminating your Contract in such circumstances. You may also want to consider other matters such as accommodation and travel costs.

14.5 Liability for acts outside our control

- 14.5.1 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.
- 14.5.2 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, cyber attack, default by third party suppliers or subcontractors, 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**").
- 14.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 14.5.4 If such an event results in the complete inability to deliver your Course for a continued period of eight (8) weeks or more then You will be entitled to terminate your Contract with immediate effect by contacting languagecentreinternal@kcl.ac.uk 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](#).
- 14.5.5 If You decide to terminate your Contract 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 fees after that time, and You will be refunded any excess payment You have made.

14.6 Limitation of our liability to You

- 14.6.1 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.
- 14.6.2 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 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.

14.6.3 Subject to Sections 14.6.1 and 14.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid or payable by You in respect of your Course.

15. TRANSFERS AND DEFERRALS

15.1 We will only Transfer You if your Course teacher or a King's Language Centre manager with responsibility for the relevant language has confirmed in writing that the Transfer is appropriate. More information can be found on our website.

15.2 Transfer of language

15.2.1 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 Cancellation Period.

15.3 Transfer of level

15.3.1 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.

15.3.2 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 emailing languagecentreinternal@kcl.ac.uk before the relevant deadline for Transfer requests set out in Section 15.5.

15.3.3 Only one Transfer of level request is permitted per student. 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 can apply (if You paid tuition fees for your Course).

15.4 Change of language, day, time or campus

15.4.1 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, or You wish to transfer to a Course in a different language, You may request a Transfer by emailing languagecentreinternal@kcl.ac.uk before the relevant deadline for Transfer requests, set out in Section 15.5.

15.5 Transfer deadline

15.5.1 The deadline to request a change to your Course is 17.00 on the Friday of the second full teaching week of the Course.

15.5.2 We will only Transfer You if there is a space available on the Course You wish to Transfer to and it is compatible with your timetable.

15.6 Deferrals

15.6.1 We do not allow You to defer your enrolment to a subsequent Course (i.e. to another enrolment session, such as autumn to winter). Future enrolments will also be on a first come, first served basis, as set out in Section 4.1.4.

16. COMPLAINTS

- 16.1 If You have a complaint about the admissions process, please follow our Applicant Complaints Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.11.
- 16.2 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.
- 16.3 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**".
- 16.4 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](#).

17. 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](#).

18. 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](#).

19. DATA PROTECTION

- 19.1 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.
- 19.2 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our [Data Protection Policy](#) and [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

20. GENERAL

- 20.1 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.
- 20.2 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 20.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.

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.

From: Shitij Kapur <shitij.kapur@kcl.ac.uk>
Sent: Friday, July 7, 2023 10:52 AM
To: Rachel Mills <rachel.mills@kcl.ac.uk>; Adam Fagan <adam.fagan@kcl.ac.uk>; Irene Birrell <irene.birrell@kcl.ac.uk>; Darren Wallis <darren.wallis@kcl.ac.uk>
Cc: Stephen Large <stephen.large@kcl.ac.uk>; Ruth Hallam <ruth.hallam@kcl.ac.uk>
Subject: Chair's Action

Dear Rachel, Adam and Darren,

Thanks for keeping me informed about the developing situation over the last few days and for considering all the options available. It is most unfortunate that the national Action Short of Strike with a focus on Marking and Assessment Boycott is jeopardizing the graduation and future of our students. It constitutes a real, and unfortunate, emergency. Under such a situation we have an obligation and a duty to explore alternate emergency actions that secure the future of the students while at the same time assuring the equivalence and integrity of our awards.

In order for the College to meet its commitments to students to grant awards to those who have successfully completed programmes of study at the College, by demonstrating their achievement of programme learning outcomes, and in compliance with the OfS Condition of Registration B.4, as a Chair's Action, on behalf of the Academic Board, I instruct that the Emergency Regulations be amended temporarily to permit the President & Principal to establish special faculty-based boards (as may be determined necessary by the President & Principal) to scrutinise the results of individual assessments and approve the classification of and conferral of awards where regular processes have been unable, or members unwilling, to fulfil their remit and have not achieved fair and impartial treatment for students.

The special faculty-based boards shall provide assurance to the College that:

- Students within the relevant faculty have been assessed effectively;
- That assessments are valid and reliable;
- That there has been effective assessment of technical proficiency in the English language; and that
- The relevant awards proposed to be granted to students appropriately reflects a student's academic achievement at the point of being granted and when compared to those granted previously.

Membership of any such boards shall include, at a minimum, the Faculty Executive Dean, normally at least two other members of the relevant faculty as determined by the Senior Vice-President (Academic), the Chair of the Academic Standards Sub-Committee (ASSC), the Senior Vice-President (Academic) and the Vice-President (Education & Student Success), with either the Senior Vice-President (Academic) or the Vice-President (Education & Student Success) in the Chair. In attendance will include the Executive Director Education and Students, Strategic Director of Students and Education, and Associate Director, Academic Regulations, Quality and Standards.

In determining whether an award is to be approved, the key principles to be considered by a special faculty-based board are:

- Students are not disadvantaged;
- Students can graduate or progress on time where this is appropriate in academic terms;
- Any degree awarded accurately reflects a student's academic achievement;
- The learning outcomes of the programme have been met; and
- The student has successfully completed at least 90 credits at level 6.

By exception, the special faculty based board may allow a student to be awarded up to 30 credits at level 6 if these cannot be retrieved due to the marking boycott, provided that the missing credits are from modules that have overlapping learning outcomes from modules that have been completed. These credits will be condoned as long as the overall programme learning aims and outcomes have been met. The classification is calculated by using the existing marks and excluding the missing module mark(s), but credits are counted for all modules taken.

Furthermore, I would like you to assure yourself that actions being taken are consistent across the College, so that students in a given Faculty are not unduly disadvantaged. This is of course not a situation unique to King's, and most of our peer institutions are enacting different emergency approaches. I would request that you also have regard of the emergency approaches being used by other similar institutions.

I am sorry that we find ourselves in this situation, but I firmly believe that in the time and options available to us, these actions will find the right balance between assuring the future of our students and the integrity of our awards. This action is effective as of 7th of July, 2023 and will stay in effect for this exam cycle.

Shitij

Professor Shitij Kapur
President & Principal
King's College London

principal@kcl.ac.uk

www.kcl.ac.uk



Faculty Assessment Board and Assessment Sub Board, including amendments to Appendix A, Terms of Reference

With track changes

Appendix A

This appendix includes information on the following:

- Assessment Boards Terms of Reference and Membership
- Assessment Sub-Boards Terms of Reference and Membership
- External Examiners
- Research Degree Examination Board Terms of Reference and Membership
- Student Conduct & Appeals Committee Procedures

Assessment Boards

1. Within each Faculty, there shall normally be two Assessment Boards, one with responsibility for undergraduate programmes and one with responsibility for taught postgraduate programmes, which includes the taught element of professional doctorate degrees and the options element of the MPhilStud.
2. In Faculties with a single programme at either level, the Assessment Board and the Assessment Sub-Board for the programme concerned can be one and the same.
3. Assessment Boards shall work with their Chief Faculty External Examiners to assure the College that the conduct of the Assessment Sub-Boards/Assessment Boards are consistent with the College's regulations and policies and procedures for the operation of Assessment Sub-Boards and Assessment Boards.
4. Assessment Boards shall be required to work with the Assessment Standards Sub Committee on producing the Degree Outcome Statement.

Terms of Reference

5. Assessment Boards will conduct their business according to the following terms of reference:
 - a. to ensure that each taught programme of study registered within a Faculty, which leads to an award, is assigned to an Assessment Sub Board and that Internal Examiners, Assessors (where appointed) and External Examiners are nominated to serve on each Assessment Sub-Board;

- b. to report to Academic Standards Sub-Committee on any relevant matters concerning assessment policy, procedures and issues raised by External Examiners;
- c. to [report any changes to the following local policies, in line with the process determined by Academic Regulations, Quality and Standards](#) ~~receive an annual report from each Assessment Sub Board to include the following:~~
 - [award profile](#)
 - exemption requests
 - word limit penalties
 - marking models
- d. to receive the minutes from each Assessment Sub Board;
- e. to approve changes to discipline specific marking criteria;
- f. to approve changes to mark translation schemes
- g. to make exemption requests;
- h. to ensure a proper record is kept of the proceedings and decisions, and that the confidentiality of these is preserved;
- i. to consider appeals;
- j. to review Faculty Level Assessment related policy;
- k. to review and discuss [College and Faculty level award data \(HESA data analysis\)](#), including attainment gap ~~data, Exit Awards and Academic Fails data, (Undergraduate only)~~
- ~~k.l.~~ [to review and discuss Mitigating Circumstances data;](#)
- ~~l.m.~~ to receive and discuss the following reports from ASSC:
 - exemptions report
 - Examinations Annual Report
 - Student Conduct and Appeals Office annual report
 - External Examiners Annual Overview Reports (Undergraduate and Taught Postgraduate)

Membership

6. The membership of an Assessment Board shall normally be:
- a. a Chair, appointed by the Vice Dean Education for a period of four years with a one-year extension option. Following this a Chair will not normally be eligible for re-appointment for a further two years;
 - b. a Deputy Chair, appointed from amongst the members of the Assessment Board;
 - c. the Chairs of Assessment Sub-Boards;

- d. a Senior Tutor or their nominee may be co-opted into membership as appropriate;
- e. Faculty Quality Assurance Manager, excluded from the quorum;
- f. Faculty ~~and College~~ Chief External Examiners, excluded from quorum.

7. ~~The Head of Quality Assurance (Assessment), may attend meetings as an observer only, thus is excluded from the quorum.~~

~~7.8.~~ No persons other than the members and designated administrative staff shall be permitted to attend meetings of Assessment Boards, unless invited by the Chair with the agreement of the Board.

~~8.9.~~ In Faculties with a single programme for which there is a single-tiered Assessment Board, members shall be recommended by the Assessment Board Chair and approved by Academic Standards Sub-Committee. In such cases, the External Examiners may also be members of the Assessment Board with full rights of membership including voting rights.

Quoracy

~~9.10.~~ The quorum for any meeting is:

- a. the Chair or Deputy Chair;
- b. half of the total voting membership (to include External Examiners for single-tier boards).

~~10.11.~~ Decisions of the Assessment Board shall be arrived at by a majority vote of those members in attendance. The Chair shall have the casting vote where necessary.

~~11.12.~~ Each Undergraduate Assessment Board must meet at least twice (October and March) and each Postgraduate Assessment Board must meet at least once (April) in each academic year to conduct its business.

Executive Committee of an Assessment Board

~~12.13.~~ An Assessment Board may establish an Executive Committee to consider appeals or specific, urgent, or unscheduled business.

~~13.14.~~ The membership of an Executive Committee shall comprise of members from the relevant Assessment Sub Board. Appeals will not be considered if the relevant Assessment Sub Board member is not in attendance.

~~14.15.~~ The quorum for an Executive Committee is three, to include the Chair or Deputy and the Chair of the relevant Assessment Sub-Board. The Chair or Deputy shall have the casting vote, where necessary.

Chair's Action

~~15.16.~~ Chair's Action may be used for making exemption requests.

Assessment Sub-Boards

1. Every taught programme of study that leads to an award, and all free-standing credit bearing modules will be assigned to an Assessment Sub-Board (known as Module Assessment Sub-Board where a faculty has a King's Online Managed Programme). Where appropriate, programmes can be grouped for convenience under a single Assessment Sub-Board. Credit bearing Massive Open Online Courses (MOOCs) will be assigned to the relevant Assessment Sub-Board. Each Sub-Board reports to its Assessment Board and each Module Assessment Sub-Board reports to the Academic Standards Sub-Committee.
2. For undergraduate Medicine and Dentistry, the Assessment Boards will have responsibility for ensuring that Sub-Boards are established for each part of the programme.
3. Where a programme is interdisciplinary, one Faculty will have responsibility for the award of students registered on that programme.
4. Sub-Boards shall be responsible for ensuring assessment procedures are carried out in accordance with the Academic Regulations and Programme Regulations in a fair and impartial manner.

Terms of Reference

5. Sub-Boards will conduct their business according to the following terms of reference:
 - a. to provide the Assessment Sub Board membership for approval by the relevant Assessment Board, or where relevant, the Academic Standards Sub-Committee, on an annual basis. Membership to include Chair, Deputy Chair, Internal Examiners, Assessors (where appointed) and External Examiners;
 - b. to nominate External Examiners for approval by the relevant Assessment Board, or, where relevant, the Academic Standards Sub-Committee;
 - c. to provide External Examiners with appropriate information relating to the programme of study on an annual basis, including assessment questions which they are requested to approve where the assessment forms a majority part of the module;
 - d. to be responsible for the setting, scrutiny and approval of assessments for which it is responsible;
 - e. to agree marking schemes, in accordance with the discipline specific marking criteria and the generic marking criteria for approval by the Assessment Board;
 - f. to ensure summative assessments are marked in accordance with the College marking framework and that the most appropriate marking model is assigned to each element of assessment;

- g. to notify students of the arrangements for submission of assessments subject to the provision of the individual programme specification;
- h. to scrutinise the results of individual assessments and approve progression and awards;
- i. to consider cases for reassessment according to the policy determined by the Assessment Board; to appoint a nominee to consider mitigating circumstance claims, or to set up a Mitigating Circumstances Panel, as appropriate;
- j. to report to the Assessment Board on procedural and regulatory matters and action taken in such cases;
- k. to consider requests for exemptions;
- l. to deal with and formally respond to matters raised by External Examiners and action taken, including reporting these to the Assessment Board;
- m. to keep formal minutes of Assessment Sub-Board meetings, including all results and awards, for report to the Assessment Board and to ensure that the confidentiality of these is preserved;
- n. to approve revocation requests;
- m-o. to determine the course of action to allow students to proceed with their studies in cases where they have been re-instated following suspension.
- n-p. to report any changes to the following local policies, in line with the process determined by Academic Regulation, Quality and Standards produce an annual report for submission to the Assessment Board, to include the following:
 - award profile
 - exemption requests
 - word limit penalties
 - marking models
- q. to receive and discuss the following reports from the Faculty Assessment Board:
 - College and Faculty level award data (HESA data analysis), including attainment gap,
 - Exit Awards and Academic Fails data
 - Mitigating Circumstances data.
- ~~e-a.~~ ~~to approve revocation requests;~~
- ~~p-a.~~ ~~to determine the course of action to allow students to proceed with their studies in cases where they have been re-instated following suspension.~~

6. Where a student has been granted Personalised Assessment Arrangements the Sub-Board shall not make further adjustments in light of the condition when considering the student's results.

7. Members of an Assessment Sub-Board shall have the right to see the scripts and any other assessed work, including coursework, of any student on a module for which the Assessment Sub-Board is responsible.

Membership

8. The membership of a Sub-Board shall normally be, as a minimum:
 - a. a Chair, appointed by the Vice Dean Education for a period of three years with a two-year extension option. Following this a Chair will not normally be eligible for re-appointment for a further two years. The Sub-Board Chair shall not normally be the Programme Director;
 - b. a Deputy Chair;
 - c. ~~an~~ Internal Examiners, who shall be ~~a~~ members of the academic staff of the College;
 - d. an External Examiner. If a Sub-Board wishes to have more than ~~two~~three External Examiners a request must be submitted to Academic Standards Sub-Committee for approval.
9. Assessors with particular expertise or knowledge may be appointed by the Chair to assist a Sub-Board in setting papers, marking assessments and to attend practical examinations. An Assessor shall not be a member of a Sub-Board but, at the discretion of the Chair, may attend meetings in a non- voting capacity to advise the Board.
10. Where the Academic Board has approved a collaborative provision arrangement for a particular programme of study, an Internal Examiner may be appointed to the Sub-Board from amongst the academic staff of the collaborating institutions. In all such cases, prior approval must be sought from the Academic Standards Sub-Committee.

~~10.11.~~ The Head of Quality Assurance (Assessment) may attend meetings as an observer only, thus is excluded from the quorum;

~~11.12.~~ No persons other than the members, Assessors and designated administrative staff shall be permitted to attend meetings of any Sub-Board unless invited by the Chair with the agreement of the Board.

Quoracy

- ~~12.13.~~ The quorum for the main meeting of a Sub-Board held to determine the final award recommendations is:
 - a. the Chair or Deputy Chair;
 - b. one half of the internal membership of the Board eligible to vote;
 - c. an External Examiner.

~~13.14.~~ At all other meetings of a Sub-Board, the quorum is:

- a. the Chair or Deputy Chair;
- b. one-third of the total voting membership. The absence of an External Examiner will not render the meeting invalid.

~~14.15.~~ Decisions of a Sub-Board shall be arrived at by a majority vote of those members in attendance. The Chair shall have the casting vote where necessary.

~~15.16.~~ ~~All~~ Internal Examiners are expected to be present at the Sub-Board meetings at which final results are to be determined. Any Internal Examiner unable to attend such a meeting through illness or other good cause will not render the meeting invalid, however, where possible should be available for consultation.

~~16.17.~~ A Sub-Board shall meet as often as may be necessary to conduct its business.

~~17.18.~~ A Module Assessment Sub-Board shall meet as frequently as necessary to consider the business of the Board and in addition there will be one annual meeting where all External Examiners must attend.

~~18.19.~~ Module Assessment Sub-Board External Examiners will give a verbal report at each relevant Module Assessment Sub-Board that they attend, and a formal written annual report.

~~19.20.~~ Sub-Board meetings which are not quorate will not be permitted to proceed.

Executive Committee of an Assessment Sub-Board/Module Assessment Sub-Board

~~20.21.~~ A Sub-Board may establish an Executive Committee to determine any final award recommendations made outside the main meeting of the Board and to consider any other urgent, unscheduled business.

~~21.22.~~ The membership of an Executive Committee shall comprise of members from the relevant Sub-Board where results are being considered.

~~22.23.~~ The quorum for an Executive Committee is three, to include the Chair or Deputy Chair. The Chair or Deputy Chair shall have the casting vote, where necessary.

Chair's Action

~~23.24.~~ Chair's Action may be used for approving late marks, mark corrections and any resulting degree awards. Chair's action is not intended for the routine ratification of awards.

External Examiners

Eligibility and selection

1. In the selection of a nominee for appointment as an External Examiner, the following criteria shall apply:
 - a. an appointee shall be external to the College;
 - b. an appointee shall normally be an academic member of staff from another UK higher education institution. Assessment Boards must seek permission from the Academic Standards Sub-Committee to appoint an External Examiner from overseas;
 - c. an appointee must have relevant current experience and expertise in the discipline being assessed, including the design and operation of assessment, in order to speak authoritatively on academic standards germane to the discipline and should be familiar with the standards and procedures of university-level education in the United Kingdom;
 - d. an appointee should have relevant academic and/or professional qualifications to at least the level of the qualification being externally examined and/or extensive practitioner experience where appropriate;
 - e. an appointee must have competence and experience relating to the enhancement of the student learning experience;
 - f. former lay members of Council, students or employees of King's College London shall not be appointed before a period of five academic years has elapsed;
 - g. any individual who has been involved in the validation or approval of a programme as an external expert or similar will be excluded from acting as an External Examiner for that programme before a period of three academic years has elapsed;
 - h. an appointee shall not have any close personal, professional or contractual relationship with staff or students involved in the delivery of the programme nor be involved in any activity that could be considered a conflict of interest;
 - i. an appointee shall not normally belong to an institution in which a member of staff of the College is appointed to act as an External Examiner in the same subject and at the same level. It is recognised that, in certain subjects, this situation might be unavoidable. In such instances a case must be referred to Academic Standards Sub-Committee by the Chair of the relevant Sub-Board;
 - j. an appointee shall not belong to an institution to which an existing or exiting examiner belongs;

- k. an appointee shall not have been significantly involved in recent or current substantive collaborative research activities with a member of staff closely involved in the delivery management or assessment of the programmes or modules in question;
- l. an appointee shall not hold an external examiner role for more than two universities.

Appointment

- 2. Except as provided for below, an External Examiner is normally appointed for a period of four years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed. In exceptional circumstances reappointment may occur earlier on agreement with the Vice Principal (Education).
- 3. External Examiners appointed to MBBS and BDS Part Boards will normally be appointed for a period of five years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed.
- 4. Where a nomination is approved, the appointee shall be informed within one month of the date of the approval. Normally, the appointment will commence upon the expiry of the appointment of the previous External Examiner and will coincide with the start of the academic year.
- 5. If an External Examiner is no longer eligible to hold office (under the above or is unable or unwilling to fulfil the duties specified below), or there is a conflict of interest that cannot be satisfactorily resolved, their appointment shall be terminated on the recommendation of the Vice Principal (Education).
- 6. If either party has cause to terminate the appointment, this should normally be arranged to take effect at the end of an academic year, but in any case, is subject to three months' notice by either party.
- 7. A Sub-Board may request an extension of an External Examiner's appointment beyond four years in order to meet local requirements. Such a request must be approved by the Chair of the relevant Sub-Board and submitted through the Faculty for approval by the Assessment Board Chair who will then notify the Quality, Standards and Enhancement team. Extensions will not normally be granted for more than one year.
- 8. An External Examiner is normally appointed to one programme or components of a programme. Additional programmes may only be assigned to an External Examiner's duties on approval from the Chair of Academic Standards Sub-Committee. Where required, King's Online Managed Programmes may be exempt from this requirement, but in no instance should they have more than 4 External Examiners appointed.

Induction and information

9. The College will provide External Examiners with appropriate information relating to the Academic Regulations and procedures on an annual basis.

Duties

10. External Examiners shall assist in the maintenance of the standard of awards of King's College London and advise if there is a falling below national standards in the subject area for which the External Examiner is responsible.
11. External Examiners shall seek to ensure that assessment processes are fair, rigorous and operated equitably.
12. External Examiners shall have regard to the totality of the degree or other programme in question and shall be involved in the decisions relating to the award of each degree or other qualification. Due to subject specialism in the cases of LLB, MBBS and BDS External Examiners shall have oversight of components of the degree.
13. In cases where part of the programme is delivered by partner institutions the External Examiner shall have oversight of the assessments being delivered.
14. External Examiners are required to comment upon and give approval to all draft examination papers and other forms of assessment with a significant contribution to the module and/or programme for which they are responsible. A record will be kept of all approvals.
15. External Examiners have the right to inspect any script or other assessed material relevant to the duties of the appointment and are required to sample scripts or other assessed material, including coursework.
16. External Examiners are required to advise whether marking schemes and schemes for the classification of honours or award of degrees and diplomas are consistent with internal and external standards.
17. External Examiners may be called upon to adjudicate in cases of conflict between internal examiners.
18. External Examiners may not change individual marks (except where adjudicating) but may recommend appropriate action to ameliorate systematic issues in marking.
19. External Examiners are ex-officio members of Sub-Boards and are invited to attend all meetings of the Sub-Boards to which they are appointed. They must, as a minimum requirement, attend the main meeting of the Sub-Board held to determine the results of assessments. They may be requested to attend other meetings as notified by the Chair. External Examiners should report to the Sub-Board any areas of good practice and key issues identified during the year.

20. In the case of first degrees in Medicine and Dentistry, External Examiners appointed solely for the purpose of conducting clinical examinations shall not be required to attend meetings of the Sub-Board.
21. The duties of External Examiners appointed solely to conduct clinical examinations in the Faculties of Medicine and of Dentistry shall be as determined by the Executive Dean of Faculty concerned.
22. External Examiners shall approve the results and the final award recommendations of the Sub-Board.
23. External Examiners are required to submit to the Principal, at the conclusion of the assessment period, a written report on the form provided. The report shall be submitted within one calendar month of the main meeting held to determine the results of students in the relevant academic year. The report shall include comment on the adequacy of the standard of the assessment and other matters relevant to the teaching and assessment of the programme or modules courses. The contents of the report will be brought to the attention of those teaching the programme or module, students on the programme or module, the Chair of the relevant Sub-Board, the Chair of the relevant Assessment Board and the Executive Dean of Faculty. Academic Standards Sub-Committee will consider an annual report on action taken further to issues raised in External Examiners' reports.
24. Failure to submit a report within two months of the meeting held to determine the results of students will result in a recommendation that the External Examiners' appointment is terminated.
25. External Examiners may be invited to attend any meeting convened to consider an appeal against the decision of the Sub-Board of which they are members.
26. External Examiners shall observe the Academic Regulations and Academic Policies regarding confidentiality of setting and marking assessments, proceedings of Sub-Boards and all results and awards.
27. External Examiners will be expected to attend the College for as much time as is reasonably necessary for the duties of the post to be properly discharged.
28. It is the responsibility of Chairs of Sub-Boards to ensure that External Examiners are given adequate notice of any meeting which they are required to attend. An External Examiner unable to attend a meeting due to illness or other good cause should endeavour to be available for consultation. In such circumstances the absence of the External Examiner from the meeting will not render it invalid.
29. The Chair of a Sub-Board will determine the distribution of work between External Examiners. In those cases where External Examiners see a selection of scripts, the guiding principle for such selection must be that the External Examiners should have enough evidence to carry out their duties. In general, all scripts should be made available to the External Examiners on request, but their attention should be drawn to a sample of scripts from the top, the middle and the bottom of the range (including a sample of scripts assessed internally as first

class/distinctions or failures) and to the scripts of students with a borderline overall classification. An External Examiner should also see all scripts where the examiners have been unable to reach agreement on the marks.

Procedure for investigating concerns about academic standards and quality

30. External Examiners should raise issues or concerns they may have about academic standards and quality with the Sub-Board and in their report to the Principal. External Examiners have the right to raise any matter of serious concern in confidence in a separate report to the Principal.
31. Other concerns about the College's academic standards and quality (including concerns about the accuracy and completeness of information published by the College) should be raised in writing, in the first instance, with the relevant Head of Department/Division or Executive Dean of Faculty, who shall normally respond within 14 days. The Head of Department/Division or Executive Dean of Faculty may delegate the investigation of the concern to another senior staff member who may respond on behalf of the Head of Department/Division or Executive Dean of Faculty.
32. If the person who has raised the concern remains dissatisfied following the response from the Department/Division or Faculty, they may request a review of the Department/Division or Faculty's response by the Vice Principal (Education). The request for a review must be submitted in writing within 14 days of the response being issued. The Vice Principal (Education) will normally respond within 60 days of receipt of the request for a review and the response shall be final. The Vice Principal (Education) may delegate the review up to a Senior Vice President who may respond on the Vice Principal's behalf.
33. This procedure shall not be used for concerns or issues which have been or should more appropriately be raised under another College procedure. Third parties may not use this procedure for raising concerns or issues regarding the College's relationship with a particular student, as the College provides students with procedures for doing so.

College/Faculty Chief External Examiner

Eligibility and selection

1. In the selection of a nominee for appointment as [ana Chief](#) External Examiner, the following criteria shall apply:
 - a. An appointee should have a minimum of three years' experience as an External Examiner (either at King's College London or another UK HEI). Permission from the Academic Standards Sub-Committee to appoint an External Examiner from overseas is required;
 - b. An appointee must have an appropriate level of academic and/or professional expertise and should be recognised as a figure of authority in their subject area;
 - c. An appointee should be able to comment on the effectiveness of processes across disciplines (including those outside their own subject area) and across range of delivery methods;
 - d. If an appointee has recently retired, they must demonstrate how they have retained an ongoing involvement in UK HEI activity, thereby ensuring the currency of their knowledge and skills;
 - e. An appointee shall not hold a current external examiner role with King's College London.

Appointment

2. A College/Faculty Chief External Examiner is normally appointed for a period of four years with no option for an extension.
3. Except as provided for below on completion of the appointment, they will not normally be eligible for re-appointment until a further five years have elapsed. In exceptional circumstances reappointment may occur earlier on agreement with the Vice Principal (Education).
4. On completion of the appointment a Faculty Chief External Examiners may be eligible for re-appointment in the role of College Chief External Examiner without any time having elapsed.
5. Where a nomination is approved, the appointee shall be informed within one month of the date of the approval. Normally, the appointment will commence upon the expiry of the appointment of the previous College/Chief External Examiner and will coincide with the start of the academic year.
6. If a College/Faculty External Examiner is no longer eligible to hold office (under the above or is unable or unwilling to fulfil the duties specified below), or there is a conflict of interest that cannot be satisfactorily resolved, their appointment shall be terminated on the recommendation of the Vice Principal (Education).

7. If either party has cause to terminate the appointment, this should normally be arranged to take effect at the end of an academic year, but in any case, is subject to three months' notice by either party.

Duties College Chief External Examiner

8. The College's Chief External Examiner has a broad remit and provides a strategic oversight of the soundness and robustness of the College's assessment framework.
9. The College's Chief External Examiner will attend Academic Standards Sub-Committee, contributing to discussions on regulations and assessment policies.
10. The College's Chief External Examiner will provide advice on assessment and progression regulations and guidance relating to Assessment Board and Assessment Sub-Board meetings.
11. The College's Chief External Examiner will contribute to discussions on any perceived grade inflation within the College, including providing advice on sector comparisons.
12. The College's Chief External Examiner will contribute to discussions when a review is undertaken on the College's degree algorithm.
13. The College's Chief External Examiner will provide oversight of the College's Degree Outcome Statement.
14. The College's Chief External Examiner will provide advice on sector developments relating to assessment.
15. The College's Chief External Examiner will review Faculty summaries of External Examiner reports and provide input into the annual summary report of External Examiner reports (UG and PGT).
16. The College's Chief External Examiner will Chair an annual meeting with Faculty Chief External Examiners.
17. The College's Chief External Examiner plays no role in the verification of academic standards or in the award of degree qualifications by Assessment Sub-Boards.

Duties Faculty Chief External Examiner

18. The Faculty Chief External Examiner will attend Assessment Boards, contributing to the strategic decisions around assessment practice.
19. The Faculty Chief External Examiner will comment on assessment process and marking/classification schemes used within the Faculty, highlighting good practice where appropriate.

20. The Faculty Chief External Examiner will provide oversight of the effectiveness of the Faculty's moderation process and comment on such to the Assessment Board.
21. The Faculty Chief External Examiner will contribute to discussions on grade/progression data, available to the Assessment Board, identifying areas of grade inflation for further investigation and comment.
22. The Faculty Chief External Examiner will review the minutes and other relevant documentation relating to the Assessment Sub-Boards reporting into the Assessment Board.
23. The Faculty Chief External Examiner will review Faculty summary of External Examiner reports and summarise key comments and recommendations from the report, commenting to Assessment Boards areas for action to be taken.
24. The Faculty Chief External Examiner will act as External Examiner for any Faculty interdisciplinary module or innovation module where it is deemed a subject specialist is unable to fulfil the role. This would include attending the Assessment Sub-Board meeting.
25. The Faculty Chief External Examiner will attend an annual meeting with the College's Chief External Examiner.
26. The Faculty Chief External Examiner will submit an annual report to the Academic Standards Sub-Committee once per academic year. The headings in the report template will be tailored to the specifics of the above duties and will be informed by the discussions and observations at the Assessment Board meetings.

Research Degrees Examinations Board

1. The Research Degrees Examination Board (RDEB) is responsible for the conduct of the final examinations for the College's research degrees, including the research component of professional doctorates. It is responsible for the appointment of the examiners and the conduct of the final examinations of research degree students. The RDEB operates independently of any academic Department, Division or Faculty.

Terms of Reference

2. The Board conducts its business according to the following terms of reference:
 - a. to ensure that the examiner appointment process is informed by the advice of experts from Subject Area Boards (SAB) established within the College. A SAB shall normally consist of no fewer than three members of staff;
 - b. to ensure that the examiners are expert in the field of the thesis and are able to make an independent assessment of the student;
 - c. in respect of professional doctorates, to receive notification from the relevant Faculty Assessment Board that a student has satisfied all elements of any assessment arising from practical or taught elements of the programme;
 - d. to ensure that the final examination contributing to the award of the degree is conducted in such a way as to test the thesis against the stated criteria and, for professional doctorate degrees only, to test the student's conceptual understanding of all elements of the programme and their related assessment;
 - e. to ensure that provision is made, as appropriate, for representation of the thesis or for re-entry to the final examination;
 - f. to report, at least annually, to the Postgraduate Research Students Sub-Committee.
3. The RDEB shall meet a minimum of three times per year.
4. The Chair of the RDEB shall consider any applications for extensions to the minor corrections, major corrections, resubmission and the discretionary calendar month for further minor amendments, in accordance with the process laid down by the College.

Membership

5. The membership of the RDEB shall be:
 - a. a Chair, appointed by the Principal who shall not be the Chair of an Assessment Sub Board for a professional doctorate degree offered by the College nor the Associate Dean for Doctoral Studies. The appointment will be for a period of three years with a two year extension option to be approved by the Chair of Postgraduate Research Students Sub-Committee. Following this, a Chair will not normally be eligible for reappointment for a further two years;

- b. a Deputy Chair;
- c. one representative from each Faculty, each of whom shall be a member of the academic and research staff (Professor, Reader, Senior Lecturer, Principal Research Fellow, Senior Research Fellow);
- d. a representative of the Centre for Doctoral Studies.

Quoracy

- 6. The quorum of a meeting of the RDEB shall be the Chair or Deputy Chair and five other members.
- 7. The Chair of the RDEB shall receive the preliminary and joint reports of the examiners and consider for approval their recommendations for award on behalf of the RDEB.

Student Conduct & Appeals Committee Procedures

General (all committees)

1. Staff or students of the same Department as the student who is making an appeal or against whom the case has been made, or who have had prior knowledge of or contact with the student or their case, may not sit on the Committee.
2. The quorum of the Committee shall be three. If necessary, the Chair shall have the casting vote.
3. Proceedings of the Committee shall normally be held in private. Any request for the hearing to be held in public will be considered by the Chair, whose decision is final.
4. For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.

Misconduct Committee

5. The terms of reference of the Misconduct Committee are:
 - a. to consider cases referred to it to determine whether a charge has been substantiated on the balance of probabilities;
 - b. to make appropriate decisions, as set out in the [Misconduct Policy and Procedures](#);
 - c. to report its decisions to relevant staff for information/action;
 - d. to advise the Academic Board on misconduct matters; and
 - e. to advise the College Assessment and Standards Committee on assessment-matters.
6. The Misconduct Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. two senior members of the College's staff; and
 - c. a student member, nominated by the Student's Union.

Where appropriate to the case, one senior member of the College staff may be replaced on the Committee by another member, who is external to the College.

Fitness to Practise Committee

7. The terms of reference of the Fitness to Practise Committee shall be:
 - a. to consider cases referred by Student Conduct & Appeals to determine whether the students are unfit for registration and practice;
 - b. to make appropriate decisions, as detailed in the [Fitness to Practise Policy and Procedures](#); and
 - c. to advise the Academic Board on fitness for registration and practice matters.
8. The Fitness to Practise Committee shall be arranged with the following membership:

- a. a Chair;
- b. a senior member of the College's staff;
- c. a senior member of the student's given profession. This may be a member of the College's academic staff or of another higher education institution; and
- d. a student nominated by the Student's Union.

Fitness to Practise Appeal Committee

9. The terms of reference of the Fitness to Practise Appeal Committee shall be:
 - a. to consider appeal cases referred to it; to determine whether the ground(s) of appeal have been met;
 - b. to make appropriate decisions as detailed in the [Fitness to Practise Policy and Procedures](#); and
 - c. to advise the Academic Board on fitness for registration and practice matters.

10. The Fitness to Practise Appeal Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. a senior member of the College's staff;
 - c. a senior member of the student's given profession. This member may be a member of the College's academic staff or of another higher education institution; and
 - d. a student nominated by the Students' Union.

Appeal Committees convened under the following academic regulations and policies:

- **6.15 Academic Appeals for Research Students**
 - **7.6 - 7.40 Academic Appeals for Undergraduate and Postgraduate Taught Students**
 - **8.2 - 8.25 Insufficient Academic Progress**
 - [Misconduct Policy and Procedures](#)
 - [Complaints Policy](#)
11. The terms of reference of the Appeal Committee shall be:
 - a. to consider appeal cases referred to it;
 - b. to determine whether the ground(s) of appeal have been met;
 - c. to make appropriate orders as detailed in the associated academic regulations and policies; and
 - d. to advise the Academic Board on appeal matters.

 12. The Appeal Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. two senior members of the College's staff; and
 - c. a student, nominated by the Students' Union Where appropriate to the case, one senior member of the College staff may be replaced on the Committee by another member, who is external to the College.

Without track changes

Appendix A

This appendix includes information on the following:

- Assessment Boards Terms of Reference and Membership
- Assessment Sub-Boards Terms of Reference and Membership
- External Examiners
- Research Degree Examination Board Terms of Reference and Membership
- Student Conduct & Appeals Committee Procedures

Assessment Boards

1. Within each Faculty, there shall normally be two Assessment Boards, one with responsibility for undergraduate programmes and one with responsibility for taught postgraduate programmes, which includes the taught element of professional doctorate degrees and the options element of the MPhilStud.
2. In Faculties with a single programme at either level, the Assessment Board and the Assessment Sub-Board for the programme concerned can be one and the same.
3. Assessment Boards shall work with their Chief Faculty External Examiners to assure the College that the conduct of the Assessment Sub-Boards/Assessment Boards are consistent with the College's regulations and policies and procedures for the operation of Assessment Sub-Boards and Assessment Boards.
4. Assessment Boards shall be required to work with the Assessment Standards Sub Committee on producing the Degree Outcome Statement.

Terms of Reference

5. Assessment Boards will conduct their business according to the following terms of reference:
 - a. to ensure that each taught programme of study registered within a Faculty, which leads to an award, is assigned to an Assessment Sub Board and that Internal Examiners, Assessors (where appointed) and External Examiners are nominated to serve on each Assessment Sub-Board;
 - b. to report to Academic Standards Sub-Committee on any relevant matters concerning assessment policy, procedures and issues raised by External Examiners;
 - c. to report any changes to the following local policies, in line with the process determined by Academic Regulations, Quality and Standards:

- exemption requests
 - word limit penalties
 - marking models
- d. to receive the minutes from each Assessment Sub Board;
 - e. to approve changes to discipline specific marking criteria;
 - f. to approve changes to mark translation schemes
 - g. to make exemption requests;
 - h. to ensure a proper record is kept of the proceedings and decisions, and that the confidentiality of these is preserved;
 - i. to consider appeals;
 - j. to review Faculty Level Assessment related policy;
 - k. to review and discuss College and Faculty level award data (HESA data analysis), including attainment gap ,Exit Awards and Academic Fails data,
 - l. to review and discuss Mitigating Circumstances data;
 - m. to receive and discuss the following reports from ASSC:
 - exemptions report
 - Examinations Annual Report
 - Student Conduct and Appeals Office annual report
 - External Examiners Annual Overview Reports (Undergraduate and Taught Postgraduate)

Membership

6. The membership of an Assessment Board shall normally be:
 - a. a Chair, appointed by the Vice Dean Education for a period of four years with a one-year extension option. Following this a Chair will not normally be eligible for re-appointment for a further two years;
 - b. a Deputy Chair, appointed from amongst the members of the Assessment Board;
 - c. the Chairs of Assessment Sub-Boards;
 - d. a Senior Tutor or their nominee may be co-opted into membership as appropriate;
 - e. Faculty Quality Assurance Manager, excluded from the quorum;
 - f. Faculty Chief External Examiners, excluded from quorum.
7. The Head of Quality Assurance (Assessment), may attend meetings as an observer only, thus is excluded from the quorum.

8. No persons other than the members and designated administrative staff shall be permitted to attend meetings of Assessment Boards, unless invited by the Chair with the agreement of the Board.
9. In Faculties with a single programme for which there is a single-tiered Assessment Board, members shall be recommended by the Assessment Board Chair and approved by Academic Standards Sub-Committee. In such cases, the External Examiners may also be members of the Assessment Board with full rights of membership including voting rights.

Quoracy

10. The quorum for any meeting is:
 - a. the Chair or Deputy Chair;
 - b. half of the total voting membership (to include External Examiners for single-tier boards).
11. Decisions of the Assessment Board shall be arrived at by a majority vote of those members in attendance. The Chair shall have the casting vote where necessary.
12. Each Undergraduate Assessment Board must meet at least twice (October and March) and each Postgraduate Assessment Board must meet at least once (April) in each academic year to conduct its business.

Executive Committee of an Assessment Board

13. An Assessment Board may establish an Executive Committee to consider appeals or specific, urgent, or unscheduled business.
14. The membership of an Executive Committee shall comprise of members from the relevant Assessment Sub Board. Appeals will not be considered if the relevant Assessment Sub Board member is not in attendance.
15. The quorum for an Executive Committee is three, to include the Chair or Deputy and the Chair of the relevant Assessment Sub-Board. The Chair or Deputy shall have the casting vote, where necessary.

Chair's Action

16. Chair's Action may be used for making exemption requests.

Assessment Sub-Boards

1. Every taught programme of study that leads to an award, and all free-standing credit bearing modules will be assigned to an Assessment Sub-Board (known as Module Assessment Sub-Board where a faculty has a King's Online Managed Programme). Where appropriate, programmes can be grouped for convenience under a single Assessment Sub-Board. Credit bearing Massive Open Online Courses (MOOCs) will be assigned to the relevant Assessment Sub-Board. Each Sub-Board reports to its Assessment Board and each Module Assessment Sub-Board reports to the Academic Standards Sub-Committee.
2. For undergraduate Medicine and Dentistry, the Assessment Boards will have responsibility for ensuring that Sub-Boards are established for each part of the programme.
3. Where a programme is interdisciplinary, one Faculty will have responsibility for the award of students registered on that programme.
4. Sub-Boards shall be responsible for ensuring assessment procedures are carried out in accordance with the Academic Regulations and Programme Regulations in a fair and impartial manner.

Terms of Reference

5. Sub-Boards will conduct their business according to the following terms of reference:
 - a. to provide the Assessment Sub Board membership for approval by the relevant Assessment Board, or where relevant, the Academic Standards Sub-Committee, on an annual basis. Membership to include Chair, Deputy Chair, Internal Examiners, Assessors (where appointed) and External Examiners;
 - b. to nominate External Examiners for approval by the relevant Assessment Board, or, where relevant, the Academic Standards Sub-Committee;
 - c. to provide External Examiners with appropriate information relating to the programme of study on an annual basis, including assessment questions which they are requested to approve where the assessment forms a majority part of the module;
 - d. to be responsible for the setting, scrutiny and approval of assessments for which it is responsible;
 - e. to agree marking schemes, in accordance with the discipline specific marking criteria and the generic marking criteria for approval by the Assessment Board;
 - f. to ensure summative assessments are marked in accordance with the College marking framework and that the most appropriate marking model is assigned to each element of assessment;

- g. to notify students of the arrangements for submission of assessments subject to the provision of the individual programme specification;
 - h. to scrutinise the results of individual assessments and approve progression and awards;
 - i. to consider cases for reassessment according to the policy determined by the Assessment Board; to appoint a nominee to consider mitigating circumstance claims, or to set up a Mitigating Circumstances Panel, as appropriate;
 - j. to report to the Assessment Board on procedural and regulatory matters and action taken in such cases;
 - k. to consider requests for exemptions;
 - l. to deal with and formally respond to matters raised by External Examiners and action taken, including reporting these to the Assessment Board;
 - m. to keep formal minutes of Assessment Sub-Board meetings, including all results and awards, for report to the Assessment Board and to ensure that the confidentiality of these is preserved;
 - n. to approve revocation requests;
 - o. to determine the course of action to allow students to proceed with their studies in cases where they have been re-instated following suspension.
 - p. to report any changes to the following local policies, in line with the process determined by Academic Regulation, Quality and Standards:
 - exemption requests
 - word limit penalties
 - marking models
 - q. to receive and discuss the following reports from the Faculty Assessment Board:
 - i. College and Faculty level award data (HESA data analysis), including attainment gap, Exit Awards and Academic Fails data
 - ii. Mitigating Circumstances data.
6. Where a student has been granted Personalised Assessment Arrangements the Sub-Board shall not make further adjustments in light of the condition when considering the student's results.
7. Members of an Assessment Sub-Board shall have the right to see the scripts and any other assessed work, including coursework, of any student on a module for which the Assessment Sub-Board is responsible.

Membership

8. The membership of a Sub-Board shall normally be, as a minimum:
 - a. a Chair, appointed by the Vice Dean Education for a period of three years with a two-year extension option. Following this a Chair will not normally be eligible for re-appointment for a further two years. The Sub-Board Chair shall not normally be the Programme Director;
 - b. a Deputy Chair;
 - c. Internal Examiners, who shall be members of the academic staff of the College;
 - d. an External Examiner. If a Sub-Board wishes to have more than three External Examiners a request must be submitted to Academic Standards Sub-Committee for approval.
9. Assessors with particular expertise or knowledge may be appointed by the Chair to assist a Sub-Board in setting papers, marking assessments and to attend practical examinations. An Assessor shall not be a member of a Sub-Board but, at the discretion of the Chair, may attend meetings in a non-voting capacity to advise the Board.
10. Where the Academic Board has approved a collaborative provision arrangement for a particular programme of study, an Internal Examiner may be appointed to the Sub-Board from amongst the academic staff of the collaborating institutions. In all such cases, prior approval must be sought from the Academic Standards Sub-Committee.
11. The Head of Quality Assurance (Assessment) may attend meetings as an observer only, thus is excluded from the quorum;
12. No persons other than the members, Assessors and designated administrative staff shall be permitted to attend meetings of any Sub-Board unless invited by the Chair with the agreement of the Board.

Quoracy

13. The quorum for the main meeting of a Sub-Board held to determine the final award recommendations is:
 - a. the Chair or Deputy Chair;
 - b. one half of the internal membership of the Board eligible to vote;
 - c. an External Examiner.
14. At all other meetings of a Sub-Board, the quorum is:
 - a. the Chair or Deputy Chair;
 - b. one-third of the total voting membership. The absence of an External Examiner will not render the meeting invalid.

15. Decisions of a Sub-Board shall be arrived at by a majority vote of those members in attendance. The Chair shall have the casting vote where necessary.
16. Internal Examiners are expected to be present at the Sub-Board meetings at which final results are to be determined. Any Internal Examiner unable to attend such a meeting through illness or other good cause will not render the meeting invalid, however, where possible should be available for consultation.
17. A Sub-Board shall meet as often as may be necessary to conduct its business.
18. A Module Assessment Sub-Board shall meet as frequently as necessary to consider the business of the Board and in addition there will be one annual meeting where all External Examiners must attend.
19. Module Assessment Sub-Board External Examiners will give a verbal report at each relevant Module Assessment Sub-Board that they attend, and a formal written annual report.
20. Sub-Board meetings which are not quorate will not be permitted to proceed.

Executive Committee of an Assessment Sub-Board/Module Assessment Sub-Board

21. A Sub-Board may establish an Executive Committee to determine any final award recommendations made outside the main meeting of the Board and to consider any other urgent, unscheduled business.
22. The membership of an Executive Committee shall comprise of members from the relevant Sub-Board where results are being considered.
23. The quorum for an Executive Committee is three, to include the Chair or Deputy Chair. The Chair or Deputy Chair shall have the casting vote, where necessary.

Chair's Action

24. Chair's Action may be used for approving late marks, mark corrections and any resulting degree awards. Chair's action is not intended for the routine ratification of awards.

External Examiners

Eligibility and selection

1. In the selection of a nominee for appointment as an External Examiner, the following criteria shall apply:
 - a. an appointee shall be external to the College;
 - b. an appointee shall normally be an academic member of staff from another UK higher education institution. Assessment Boards must seek permission from the Academic Standards Sub-Committee to appoint an External Examiner from overseas;
 - c. an appointee must have relevant current experience and expertise in the discipline being assessed, including the design and operation of assessment, in order to speak authoritatively on academic standards germane to the discipline and should be familiar with the standards and procedures of university-level education in the United Kingdom;
 - d. an appointee should have relevant academic and/or professional qualifications to at least the level of the qualification being externally examined and/or extensive practitioner experience where appropriate;
 - e. an appointee must have competence and experience relating to the enhancement of the student learning experience;
 - f. former lay members of Council, students or employees of King's College London shall not be appointed before a period of five academic years has elapsed;
 - g. any individual who has been involved in the validation or approval of a programme as an external expert or similar will be excluded from acting as an External Examiner for that programme before a period of three academic years has elapsed;
 - h. an appointee shall not have any close personal, professional or contractual relationship with staff or students involved in the delivery of the programme nor be involved in any activity that could be considered a conflict of interest;
 - i. an appointee shall not normally belong to an institution in which a member of staff of the College is appointed to act as an External Examiner in the same subject and at the same level. It is recognised that, in certain subjects, this situation might be unavoidable. In such instances a case must be referred to Academic Standards Sub-Committee by the Chair of the relevant Sub-Board;
 - j. an appointee shall not belong to an institution to which an existing or exiting examiner belongs;

- k. an appointee shall not have been significantly involved in recent or current substantive collaborative research activities with a member of staff closely involved in the delivery management or assessment of the programmes or modules in question;
- l. an appointee shall not hold an external examiner role for more than two universities.

Appointment

- 2. Except as provided for below, an External Examiner is normally appointed for a period of four years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed. In exceptional circumstances reappointment may occur earlier on agreement with the Vice Principal (Education).
- 3. External Examiners appointed to MBBS and BDS Part Boards will normally be appointed for a period of five years with no option for an extension. On completion of the appointment, an External Examiner will not normally be eligible for re-appointment until a further five years have elapsed.
- 4. Where a nomination is approved, the appointee shall be informed within one month of the date of the approval. Normally, the appointment will commence upon the expiry of the appointment of the previous External Examiner and will coincide with the start of the academic year.
- 5. If an External Examiner is no longer eligible to hold office (under the above or is unable or unwilling to fulfil the duties specified below), or there is a conflict of interest that cannot be satisfactorily resolved, their appointment shall be terminated on the recommendation of the Vice Principal (Education).
- 6. If either party has cause to terminate the appointment, this should normally be arranged to take effect at the end of an academic year, but in any case, is subject to three months' notice by either party.
- 7. A Sub-Board may request an extension of an External Examiner's appointment beyond four years in order to meet local requirements. Such a request must be approved by the Chair of the relevant Sub-Board and submitted through the Faculty for approval by the Assessment Board Chair who will then notify the Quality, Standards and Enhancement team. Extensions will not normally be granted for more than one year.
- 8. An External Examiner is normally appointed to one programme or components of a programme. Additional programmes may only be assigned to an External Examiner's duties on approval from the Chair of Academic Standards Sub-Committee. Where required, King's Online Managed Programmes may be exempt from this requirement, but in no instance should they have more than 4 External Examiners appointed.

Induction and information

9. The College will provide External Examiners with appropriate information relating to the Academic Regulations and procedures on an annual basis.

Duties

10. External Examiners shall assist in the maintenance of the standard of awards of King's College London and advise if there is a falling below national standards in the subject area for which the External Examiner is responsible.
11. External Examiners shall seek to ensure that assessment processes are fair, rigorous and operated equitably.
12. External Examiners shall have regard to the totality of the degree or other programme in question and shall be involved in the decisions relating to the award of each degree or other qualification. Due to subject specialism in the cases of LLB, MBBS and BDS External Examiners shall have oversight of components of the degree.
13. In cases where part of the programme is delivered by partner institutions the External Examiner shall have oversight of the assessments being delivered.
14. External Examiners are required to comment upon and give approval to all draft examination papers and other forms of assessment with a significant contribution to the module and/or programme for which they are responsible. A record will be kept of all approvals.
15. External Examiners have the right to inspect any script or other assessed material relevant to the duties of the appointment and are required to sample scripts or other assessed material, including coursework.
16. External Examiners are required to advise whether marking schemes and schemes for the classification of honours or award of degrees and diplomas are consistent with internal and external standards.
17. External Examiners may be called upon to adjudicate in cases of conflict between internal examiners.
18. External Examiners may not change individual marks (except where adjudicating) but may recommend appropriate action to ameliorate systematic issues in marking.
19. External Examiners are ex-officio members of Sub-Boards and are invited to attend all meetings of the Sub-Boards to which they are appointed. They must, as a minimum requirement, attend the main meeting of the Sub-Board held to determine the results of assessments. They may be requested to attend other meetings as notified by the Chair. External Examiners should report to the Sub-Board any areas of good practice and key issues identified during the year.

20. In the case of first degrees in Medicine and Dentistry, External Examiners appointed solely for the purpose of conducting clinical examinations shall not be required to attend meetings of the Sub-Board.
21. The duties of External Examiners appointed solely to conduct clinical examinations in the Faculties of Medicine and of Dentistry shall be as determined by the Executive Dean of Faculty concerned.
22. External Examiners shall approve the results and the final award recommendations of the Sub-Board.
23. External Examiners are required to submit to the Principal, at the conclusion of the assessment period, a written report on the form provided. The report shall be submitted within one calendar month of the main meeting held to determine the results of students in the relevant academic year. The report shall include comment on the adequacy of the standard of the assessment and other matters relevant to the teaching and assessment of the programme or modules courses. The contents of the report will be brought to the attention of those teaching the programme or module, students on the programme or module, the Chair of the relevant Sub-Board, the Chair of the relevant Assessment Board and the Executive Dean of Faculty. Academic Standards Sub-Committee will consider an annual report on action taken further to issues raised in External Examiners' reports.
24. Failure to submit a report within two months of the meeting held to determine the results of students will result in a recommendation that the External Examiners' appointment is terminated.
25. External Examiners may be invited to attend any meeting convened to consider an appeal against the decision of the Sub-Board of which they are members.
26. External Examiners shall observe the Academic Regulations and Academic Policies regarding confidentiality of setting and marking assessments, proceedings of Sub-Boards and all results and awards.
27. External Examiners will be expected to attend the College for as much time as is reasonably necessary for the duties of the post to be properly discharged.
28. It is the responsibility of Chairs of Sub-Boards to ensure that External Examiners are given adequate notice of any meeting which they are required to attend. An External Examiner unable to attend a meeting due to illness or other good cause should endeavour to be available for consultation. In such circumstances the absence of the External Examiner from the meeting will not render it invalid.

29. The Chair of a Sub-Board will determine the distribution of work between External Examiners. In those cases where External Examiners see a selection of scripts, the guiding principle for such selection must be that the External Examiners should have enough evidence to carry out their duties. In general, all scripts should be made available to the External Examiners on request, but their attention should be drawn to a sample of scripts from the top, the middle and the bottom of the range (including a sample of scripts assessed internally as first class/distinctions or failures) and to the scripts of students with a borderline overall classification. An External Examiner should also see all scripts where the examiners have been unable to reach agreement on the marks.

Procedure for investigating concerns about academic standards and quality

30. External Examiners should raise issues or concerns they may have about academic standards and quality with the Sub-Board and in their report to the Principal. External Examiners have the right to raise any matter of serious concern in confidence in a separate report to the Principal.
31. Other concerns about the College's academic standards and quality (including concerns about the accuracy and completeness of information published by the College) should be raised in writing, in the first instance, with the relevant Head of Department/Division or Executive Dean of Faculty, who shall normally respond within 14 days. The Head of Department/Division or Executive Dean of Faculty may delegate the investigation of the concern to another senior staff member who may respond on behalf of the Head of Department/Division or Executive Dean of Faculty.
32. If the person who has raised the concern remains dissatisfied following the response from the Department/Division or Faculty, they may request a review of the Department/Division or Faculty's response by the Vice Principal (Education). The request for a review must be submitted in writing within 14 days of the response being issued. The Vice Principal (Education) will normally respond within 60 days of receipt of the request for a review and the response shall be final. The Vice Principal (Education) may delegate the review up to a Senior Vice President who may respond on the Vice Principal's behalf.
33. This procedure shall not be used for concerns or issues which have been or should more appropriately be raised under another College procedure. Third parties may not use this procedure for raising concerns or issues regarding the College's relationship with a particular student, as the College provides students with procedures for doing so.

College/Faculty Chief External Examiner

Eligibility and selection

1. In the selection of a nominee for appointment as a Chief External Examiner, the following criteria shall apply:
 - a. An appointee should have a minimum of three years' experience as an External Examiner (either at King's College London or another UK HEI). Permission from the Academic Standards Sub-Committee to appoint an External Examiner from overseas is required;
 - b. An appointee must have an appropriate level of academic and/or professional expertise and should be recognised as a figure of authority in their subject area;
 - c. An appointee should be able to comment on the effectiveness of processes across disciplines (including those outside their own subject area) and across range of delivery methods;
 - d. If an appointee has recently retired, they must demonstrate how they have retained an ongoing involvement in UK HEI activity, thereby ensuring the currency of their knowledge and skills;
 - e. An appointee shall not hold a current external examiner role with King's College London.

Appointment

2. A College/Faculty Chief External Examiner is normally appointed for a period of four years with no option for an extension.
3. Except as provided for below on completion of the appointment, they will not normally be eligible for re-appointment until a further five years have elapsed. In exceptional circumstances reappointment may occur earlier on agreement with the Vice Principal (Education).
4. On completion of the appointment a Faculty Chief External Examiners may be eligible for re-appointment in the role of College Chief External Examiner without any time having elapsed.
5. Where a nomination is approved, the appointee shall be informed within one month of the date of the approval. Normally, the appointment will commence upon the expiry of the appointment of the previous College/Chief External Examiner and will coincide with the start of the academic year.
6. If a College/Faculty External Examiner is no longer eligible to hold office (under the above or is unable or unwilling to fulfil the duties specified below), or there is a conflict of interest that cannot be satisfactorily resolved, their appointment shall be terminated on the recommendation of the Vice Principal (Education).

7. If either party has cause to terminate the appointment, this should normally be arranged to take effect at the end of an academic year, but in any case, is subject to three months' notice by either party.

Duties College Chief External Examiner

8. The College's Chief External Examiner has a broad remit and provides a strategic oversight of the soundness and robustness of the College's assessment framework.
9. The College's Chief External Examiner will attend Academic Standards Sub-Committee, contributing to discussions on regulations and assessment policies.
10. The College's Chief External Examiner will provide advice on assessment and progression regulations and guidance relating to Assessment Board and Assessment Sub-Board meetings.
11. The College's Chief External Examiner will contribute to discussions on any perceived grade inflation within the College, including providing advice on sector comparisons.
12. The College's Chief External Examiner will contribute to discussions when a review is undertaken on the College's degree algorithm.
13. The College's Chief External Examiner will provide oversight of the College's Degree Outcome Statement.
14. The College's Chief External Examiner will provide advice on sector developments relating to assessment.
15. The College's Chief External Examiner will review Faculty summaries of External Examiner reports and provide input into the annual summary report of External Examiner reports (UG and PGT).
16. The College's Chief External Examiner will Chair an annual meeting with Faculty Chief External Examiners.
17. The College's Chief External Examiner plays no role in the verification of academic standards or in the award of degree qualifications by Assessment Sub-Boards.

Duties Faculty Chief External Examiner

18. The Faculty Chief External Examiner will attend Assessment Boards, contributing to the strategic decisions around assessment practice.
19. The Faculty Chief External Examiner will comment on assessment process and marking/classification schemes used within the Faculty, highlighting good practice where appropriate.

20. The Faculty Chief External Examiner will provide oversight of the effectiveness of the Faculty's moderation process and comment on such to the Assessment Board.
21. The Faculty Chief External Examiner will contribute to discussions on grade/progression data, available to the Assessment Board, identifying areas of grade inflation for further investigation and comment.
22. The Faculty Chief External Examiner will review the minutes and other relevant documentation relating to the Assessment Sub-Boards reporting into the Assessment Board.
23. The Faculty Chief External Examiner will review Faculty summary of External Examiner reports and summarise key comments and recommendations from the report, commenting to Assessment Boards areas for action to be taken.
24. The Faculty Chief External Examiner will act as External Examiner for any Faculty interdisciplinary module or innovation module where it is deemed a subject specialist is unable to fulfil the role. This would include attending the Assessment Sub-Board meeting.
25. The Faculty Chief External Examiner will attend an annual meeting with the College's Chief External Examiner.
26. The Faculty Chief External Examiner will submit an annual report to the Academic Standards Sub-Committee once per academic year. The headings in the report template will be tailored to the specifics of the above duties and will be informed by the discussions and observations at the Assessment Board meetings.

Research Degrees Examinations Board

1. The Research Degrees Examination Board (RDEB) is responsible for the conduct of the final examinations for the College's research degrees, including the research component of professional doctorates. It is responsible for the appointment of the examiners and the conduct of the final examinations of research degree students. The RDEB operates independently of any academic Department, Division or Faculty.

Terms of Reference

2. The Board conducts its business according to the following terms of reference:
 - a. to ensure that the examiner appointment process is informed by the advice of experts from Subject Area Boards (SAB) established within the College. A SAB shall normally consist of no fewer than three members of staff;
 - b. to ensure that the examiners are expert in the field of the thesis and are able to make an independent assessment of the student;
 - c. in respect of professional doctorates, to receive notification from the relevant Faculty Assessment Board that a student has satisfied all elements of any assessment arising from practical or taught elements of the programme;
 - d. to ensure that the final examination contributing to the award of the degree is conducted in such a way as to test the thesis against the stated criteria and, for professional doctorate degrees only, to test the student's conceptual understanding of all elements of the programme and their related assessment;
 - e. to ensure that provision is made, as appropriate, for representation of the thesis or for re-entry to the final examination;
 - f. to report, at least annually, to the Postgraduate Research Students Sub-Committee.
3. The RDEB shall meet a minimum of three times per year.
4. The Chair of the RDEB shall consider any applications for extensions to the minor corrections, major corrections, resubmission and the discretionary calendar month for further minor amendments, in accordance with the process laid down by the College.

Membership

5. The membership of the RDEB shall be:
 - a. a Chair, appointed by the Principal who shall not be the Chair of an Assessment Sub Board for a professional doctorate degree offered by the College nor the Associate Dean for Doctoral Studies. The appointment will be for a period of three years with a two year extension option to be approved by the Chair of Postgraduate Research Students Sub-Committee. Following this, a Chair will not normally be eligible for reappointment for a further two years;

- b. a Deputy Chair;
- c. one representative from each Faculty, each of whom shall be a member of the academic and research staff (Professor, Reader, Senior Lecturer, Principal Research Fellow, Senior Research Fellow);
- d. a representative of the Centre for Doctoral Studies.

Quoracy

- 6. The quorum of a meeting of the RDEB shall be the Chair or Deputy Chair and five other members.
- 7. The Chair of the RDEB shall receive the preliminary and joint reports of the examiners and consider for approval their recommendations for award on behalf of the RDEB.

Student Conduct & Appeals Committee Procedures

General (all committees)

1. Staff or students of the same Department as the student who is making an appeal or against whom the case has been made, or who have had prior knowledge of or contact with the student or their case, may not sit on the Committee.
2. The quorum of the Committee shall be three. If necessary, the Chair shall have the casting vote.
3. Proceedings of the Committee shall normally be held in private. Any request for the hearing to be held in public will be considered by the Chair, whose decision is final.
4. For the purpose of the hearing, a decision by the Committee on any point of procedure will be binding.

Misconduct Committee

5. The terms of reference of the Misconduct Committee are:
 - a. to consider cases referred to it to determine whether a charge has been substantiated on the balance of probabilities;
 - b. to make appropriate decisions, as set out in the [Misconduct Policy and Procedures](#);
 - c. to report its decisions to relevant staff for information/action;
 - d. to advise the Academic Board on misconduct matters; and
 - e. to advise the College Assessment and Standards Committee on assessment-matters.
6. The Misconduct Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. two senior members of the College's staff; and
 - c. a student member, nominated by the Student's Union.

Where appropriate to the case, one senior member of the College staff may be replaced on the Committee by another member, who is external to the College.

Fitness to Practise Committee

7. The terms of reference of the Fitness to Practise Committee shall be:
 - a. to consider cases referred by Student Conduct & Appeals to determine whether the students are unfit for registration and practice;
 - b. to make appropriate decisions, as detailed in the [Fitness to Practise Policy and Procedures](#); and
 - c. to advise the Academic Board on fitness for registration and practice matters.
8. The Fitness to Practise Committee shall be arranged with the following membership:

- a. a Chair;
- b. a senior member of the College's staff;
- c. a senior member of the student's given profession. This may be a member of the College's academic staff or of another higher education institution; and
- d. a student nominated by the Student's Union.

Fitness to Practise Appeal Committee

9. The terms of reference of the Fitness to Practise Appeal Committee shall be:
 - a. to consider appeal cases referred to it; to determine whether the ground(s) of appeal have been met;
 - b. to make appropriate decisions as detailed in the [Fitness to Practise Policy and Procedures](#); and
 - c. to advise the Academic Board on fitness for registration and practice matters.

10. The Fitness to Practise Appeal Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. a senior member of the College's staff;
 - c. a senior member of the student's given profession. This member may be a member of the College's academic staff or of another higher education institution; and
 - d. a student nominated by the Students' Union.

Appeal Committees convened under the following academic regulations and policies:

- **6.15 Academic Appeals for Research Students**
 - **7.6 - 7.40 Academic Appeals for Undergraduate and Postgraduate Taught Students**
 - **8.2 - 8.25 Insufficient Academic Progress**
 - [Misconduct Policy and Procedures](#)
 - [Complaints Policy](#)
11. The terms of reference of the Appeal Committee shall be:
 - a. to consider appeal cases referred to it;
 - b. to determine whether the ground(s) of appeal have been met;
 - c. to make appropriate orders as detailed in the associated academic regulations and policies; and
 - d. to advise the Academic Board on appeal matters.

 12. The Appeal Committee shall be arranged with the following membership:
 - a. a Chair;
 - b. two senior members of the College's staff; and
 - c. a student, nominated by the Students' Union Where appropriate to the case, one senior member of the College staff may be replaced on the Committee by another member, who is external to the College.

Proposal for a new type of King's award: Master of Public Administration (MPA)

1. Background:

- 1.1. The ISfG will be launching its **flagship Master of Public Administration degree** in **September 2024**. This programme will be the ISfG's first major degree programme after the Executive Master of Public Administration (EMPA). Launching a flagship Master's degree has been a core part of the ISfG's vision and strategy since the school's formation was approved as a Vision 2029 strategic priority project in 2018. Market research completed by colleagues from King's in 2018/19 and 2020/21, as well as more recently in 2023, demonstrated strong, and growing, market demand for the ISfG's modules and a for a master's degree. King's research showed high potential for the ISfG to acquire a significant share of the market.
- 1.2. This **two year part time, blended degree** is targeted at early- or mid-career professionals in the civil service or related careers, seeking to enhance their knowledge and accelerate their professional development. We are also targeting recent graduates aiming to work in a range of careers, in which government and politics and the policy environment are key issues.
- 1.3. The **programme and its structure**, with a provisional title, has **already been approved by APSC**.
- 1.4. The programme comprises 180 credits. The **programme structure** includes the following:
 - i. 2 x 15 credit core modules delivered on-campus
 - ii. 6 x 15 credit modules delivered online
 - iii. 1 x 60 credit capstone project, including a research methods and design element and a professional/practice dissertation or project report.

The MPA is conceived as an innovative stackable Master's programme with a proposed October start date. It is suggested that this is offered as a nested programme. The nested element could be closed to contracted students in the first instance, enabling students currently routed through the Diploma and Certificate in Professional Policymaking Skills to progress to a master's qualification, as indicated by strong feedback from previous and existing cohorts.

There are nine 15 credit online modules listed below. Students can choose their preferred six modules out of the nine provided within their programme.

- 7SSO1027. 'Embracing Uncertainty. Policymaking in Turbulent Times' (15 credits, online)
- Multi-Level Governance (15 credits, online)
- Big Data and Public Policy (15 credits, online)
- International Policy and Politics (15 credits, online)
- Innovative Sources of Evidence for Policymaking (15 credits, online)
- Public Management and Regulation (15 credits, online)
- Leadership and Ethics in Public Administration (15 credits, online)
- Economics and Finance in Public Administration (15 credits, online)

- Evaluating Public Policies (15 credits, online)

2. KCL's public policy postgraduate programmes – comparison table:

Programme	ISfG standalone modules, PG Cert and PG Dip Professional Policymaking Skills (+ top-up EMPA)	ISfG MPA	MA Public Policy	Online MA Public Policy (forthcoming)	MA Public Policy & Management
School/Dept	ISfG, SSPP	ISfG, SSPP	DPE, SSPP	DPE, SSPP	King's Business School
Format	Individual stackable 5 credit modules (all audiences), PG Cert, PG Dip and top-up MA (B2B clients only). (4 week individual modules, min. 2 years for the PG Dip, 2.5 to 3 years for MA)	2 years PT, blended programme including 2 15-credit F2F core modules delivered on campus, 6 x 15 credit online modules and a 60 credit work-focused capstone project.	1 year FT or 2 years PT, on campus	2 years PT, fully online	1 year FT or 2 years PT, on campus
Fees	£950 per 5 credit module, bespoke B2B fees for PG Cert/Dip/top-up MA	TBC, provisionally in the £22k – £24k range (£11-12k per year)	£14,940 home / £27,540 OS (or £7,470 / £13,770 per year if PT)	TBC, potentially £13,300 to match the on campus home fee	£14,940 home / £25,950 (or £6,690/ £14,760 per year if PT)
Audience	- Mid-career policy professionals (3+ years of relevant work experience) seeking to up-skill via CPD/exec ed courses	-Early- or mid-career professionals in the civil service or related careers; recent graduates aiming to work in a range of careers, in which government and politics and the policy environment are key issues	- Traditional MA audience seeking an academic MA - Recent graduates with a 1 st or 2:1 degree in any subject - Career changers and people outside the sector interested in public policy	- Traditional MA audience seeking an academic MA with added flexibility - Recent graduates / very early career professionals	- Recent graduates plus early career professionals taking a career break to study. - No work experience is required and the programme is explicitly open to recent

				- Career changers and people outside the sector interested in public policy	graduates, although it does attract some students with relevant work experience.
Content	<ul style="list-style-type: none"> - Stand-alone 5 credit modules on 'hard' and 'soft' topics e.g. approaches to policymaking, complexity, devolution, policy evaluation, empathy and emotion in policymaking. - Focus on cross-government and international challenges, not individual policy areas - Stackable PG Cert, Dip and top-up MA. - Does not teach politics. 	<ul style="list-style-type: none"> - Focus on cross-government and international challenges, not individual policy areas. - Core modules on the policy process, actors and global public policy challenges (the cross-govt and intl challenges of these, not specific policy areas – we do not teach intros to key health policy topics etc). - Work-focused capstone project instead of a traditional dissertation. - Does not teach politics. 	<ul style="list-style-type: none"> - Focus on the politics tradition of public policy. - The policy-making process, comparative public policy, evaluating public policy, economics, governance, globalisation, public management. - Research methods. - Politics and specific political/policy topics e.g. gender, equality, political economy of corruption. - Political history e.g. Blair to Brexit, History of the [UK] PM. - Internship module (elective). - 10,000 word dissertation 	<ul style="list-style-type: none"> - Focus on the politics tradition of public policy, plus philosophy and econ. - The policy making process, comparative public policy, evaluating public policy. - Research methods. - Politics and specific political/policy topics e.g. gender, ethics, the media, global health crises, environmental policy, regulation. - Internship module (elective). - Potentially one ISfG module (optional, subject to ISfG's entry reqs). - 10,000 word dissertation 	<ul style="list-style-type: none"> - Public sector management (organisational management, economics, HR, leadership, operations) - Sector analysis (public, third, etc sectors) - Policy (policy process, health policy elective) - 15,000 word dissertation
USPs	<ul style="list-style-type: none"> - Designed for full time working professionals. - Strong practical / exec ed focus: many modules are co-developed by practitioners and all are practice-focused. 	<ul style="list-style-type: none"> - Designed for full time working professionals. - Blend of F2F intensive on campus teaching and flexible online modules. - Significant choice of elective modules (ISfG modules plus, 	<ul style="list-style-type: none"> - Strong academic and research focus. - Politics and political history themes. - 15 credit internship module (optional). 	<ul style="list-style-type: none"> - Strong academic and research focus. - Politics and political history themes. - Optional modules explore specific, contemporary policy challenges (gender, global 	

	<ul style="list-style-type: none"> - Peer learning: students bring their professional experience to discussions and learn from experienced peers. - Flexible, stackable credits. 	<p>hopefully, one policy topic elective from another King's school).</p> <ul style="list-style-type: none"> - Networking focus: learning with and from a cohort of senior professionals. 	<ul style="list-style-type: none"> - Regular speakers from government, public sector and NGOs. 	<p>health crises, environmental policy, etc).</p> <ul style="list-style-type: none"> - Teaching input and masterclasses from GIWL (gender module). - Added flexibility of being taught online as a PT programme. 	
Notes	<p>The stackable CPD/exec ed format aligns with the College's new stackable PG programme aims (see online CPD/exec ed working group papers).</p> <p>PG Cert, Dip and (forthcoming) top-up MA are currently exclusive to one B2B client.</p>	<p>The stackable format of this programme aligns with the College's new stackable PG programme aims (see online CPD/exec ed working group papers).</p>			

Appendix I - Notes about the ISfG:

- The ISfG's modules and programmes are designed for **mid-career and senior policy professionals**. This includes civil servants, politicians, national and local parliamentary officials, policymakers and people who work in and with national and local governments (e.g. in consultancy firms, think tanks, charities, quangos, NGOs, political parties, PR and lobbying firms, corporate companies' public affairs departments, etc).
 - In the future, the ISfG may also develop courses for mid-career professionals who do not work in policymaking and wish to learn how to influence government policy (e.g. scientists). The Policy Institute currently runs some courses in this area.
- The ISfG exclusively teaches the **craft** of government – how to improve policymaking and policy delivery to improve the effectiveness and efficiency of governments and therefore better serve their citizens – and its stand-alone modules and programmes have an explicit **practical** focus, which is also reflected in the module assessments.
- The ISfG does **not** teach the following:
 - Politics
 - Political or public policy history
 - Specific policy topics, e.g. health policy / education policy (note: we aim to allow Executive Master's students to take an elective module on a policy topic from another department)
 - Academic-focused master's programmes for recent graduates
 - Public sector management focused programmes (e.g. HR management, diversity and inclusion)
 - Modules or programmes for recent graduates / career changers without policy-related work experience, who are looking for an introductory course to help them start a career in public policy

Appendix II – LSE School of Public Policy “compare our degrees” webpage

<https://www.lse.ac.uk/school-of-public-policy/study/Compare-Our-Degrees>

Compare Our Degrees

Which is the best course for you?

The LSE School of Public Policy is an international community where ideas and practice meet. Our approach creates professionals with the ability to analyse, understand and resolve the challenges of contemporary governance.

Each of our degrees are tailored to a different stage of your policy career, but they all put the same emphasis on a strong foundation in economics, political science and quantitative methods.

Our **two-year Master of Public Administration (MPA)** is designed for applicants with a minimum of one year of relevant professional experience, though some have more. Key skills are taught in-depth through the first year, while in the second year students can choose a specialism for their MPA. All students take part in a Capstone project, working with on a real-world policy challenge with an external client.

Whatever your career stage, we have degree options to help gain the skills and understanding needed to become a more effective policy professional.

Dr Sara Hagemann, Academic Director of the School of Public Policy

Print or share



For students with five or more years of professional experience, we offer a **9-month Master of Public Policy (MPP)**. The MPP is a rounded policy degree, including Public Management and Philosophy alongside economics, political science and quantitative methods. The degree allows students to take a career break and quickly return to the workplace equipped to take on new challenges.

Our three **MPA double degree programmes** offer students an outstanding opportunity to study at two world-leading universities in two global cities. Students have the opportunity to spend one year at LSE as well as one year at one of our three partner universities:

- University of Toronto, Munk School of Global Affairs (MPA/MGA double degree) - 1st year at LSE
- Columbia University, SIPA (MPA/MPA double degree) - 1st year at LSE
- Sciences Po (MPP/MPA double degree) - 1st year at Sciences Po

Throughout the two-year programme students will develop key policy skills and gain professional experience and will benefit from access to the expert faculty, resources and networks of both prestigious institutions.

Our new **MPA in Data Science for Public Policy** is opening for applications in 2022 for our September 2023 intake. The two-year degree programme is designed to equip professionals with the core quantitative, technical and analytical tools to address modern policy challenges in a world of big data and rapid technological change.

Our most experienced students choose the **Executive MPA, which is taught over 22 months**. This degree runs in a modular format, with students attending teaching for 8 intensive week-long or weekend blocks. This format allows students to remain in their jobs and combine work with study. Students have at least five years of post-degree professional experience and often substantially more, creating a network of contacts to drive career progress at the senior levels.

	MPA	MPP	MPA Double Degrees	Executive MPA
Duration	21 months over two academic years (Full time)	9 months (Full time)	21 months over two academic years (Full time)	22 months (part time modular)
Starts in	September	September	September	September
Intake	Approx. 100 students	Approx 90 students	Approx 30 (LSE 1st year) 15 (Sciences Po 1st year)	40
Minimum experience requirements	One year minimum preferred	5 years	One year minimum preferred	5 years
Actual average experience	3 years	7 years	3 years	12 years
Nationalities represented	37	30		25
Key features	Deep training in core skills Capstone project to apply skills Policy paper to investigate an area of interest in-depth	Broad and rounded policy curriculum Intensive 9-month schedule	Study at LSE and either Sciences Po, Columbia SIPA or University of Toronto Munk School	Designed for working professionals to study alongside full time employment Benefit from outstanding networking opportunities in the cohort

Academic Board	
Meeting date	1 November 2023
Paper reference	AB-2023-11-1-07
Status	Final

KCLSU President's report

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Paper Explanation for Members

Why is this paper being presented?	Academic Board receives a report from the King's College London Students' Union (KCLSU) at each of its meetings. This is the first paper.
What are the key points/issues?	<ul style="list-style-type: none"> • Introducing the 2023/24 sabbatical officers • Officer objectives that may be relevant to AB business this year • Team priority campaigns
What is required from members?	It will be appreciated by the officers' team if members can help in refining the objectives, direct officers to relevant support channels and members who can cooperate and help in achieving the goals

Paper Submitted by:

KCLSU Officers' Team (2023-2024)

KCLSU President's Report



President – Steven Suresh

steven.suresh@kclsu.org

I am a 2nd Year PPE student and I have earlier been involved in KCLSU as the co-founder and co-president of Formula 1 Society. As the President, I lead my officer team and represent KCLSU and the student body at the College Council. I oversee every KCLSU initiative and its execution. I advocate for, promote and co-create policies with the university, for the betterment of the student body.



VP Education (Health) – Janvi Jagasia

janvi.jagasia@kclsu.org

I am a 2nd Year Biomedical Science student. I was the co-founder and co-president of the Formula 1 Society at KCLSU. As Vice-President Education (Health), my responsibility is to ensure that students within the Health faculties receive the representation they deserve and that their voices are effectively conveyed to the university administration.



VP Activities & Development – Thea Turton

thea.turton@kclsu.org

I am a 3rd Year Religion and Politics Student. I was the President of Theology and Religious Studies Society. Previously I was a KCLSU trustee. In my role as VP Activities and Development, I oversee KCL-KCLSU interactions at society, media and sports group level. I also support KCLSU societies to run smoothly and effectively.



VP Welfare & Community – Hassan Ali

hassan.ali@kclsu.org

I am a 2nd Year Digital Culture and Media Student. At KCLSU, I have worked as a committee member for various societies namely Islamic Society and King's Investment Society. In my capacity as the VP Welfare and Community, I advocate for student welfare, better mental health support and improved student services. Through my role, I try to foster a sense of community among students.



VP Postgraduate – Alizeh Abrar

alizeh.abrar@kclsu.org

I am currently completing my Masters in Medical Ethics and Law. During my time at King's, I have actively engaged in various academic and extracurricular activities, fostering a well-rounded educational journey, and forming lasting connections with peers and mentors. As another member of College Council, I strongly advocate for PG Students and their distinct demands and problems.



VP Education (Arts & Sciences) – Sadaf Abbas Cheema

sadaf.abbascheema@kclsu.org

I have graduated in International Relations in 2023. I have been heavily involved with KCLSU, having served as President and Committee member of various societies. As VP Education for Arts and Sciences I represent education-based interests of students in Arts and Sciences faculties. I advocate for an enhanced educational experience for students.

Section 1- Officer objectives-

President- Steven Suresh

- **Housing Accessibility Objective:** To prioritise affordable housing options that alleviate students' financial burdens and enhance academic concentration.
- **Mental Wellness Objective:** To bolster mental health services, enabling students to better cope with stress.
- **Financial Aid for Education Objective:** To expand financial support mechanisms, such as scholarships and flexible payments, ensuring education remains accessible irrespective of financial challenges.
- **Officer Accountability:** To ensure effective representation of student concerns, which leads to a more inclusive and student-oriented academic setting.

VP Education (Health)- Janvi Jagasia

- **Streamlining the Mitigating Circumstances Process:** This includes simplifying the application process, clear guidelines for students in terms of the evidence required and ensuring that prompt decisions are made. This will minimise disruptions for students and offers immediate support.
- **Optimising Assessment Timetabling:** Early release of exam timetables, releasing schedules ahead with an appropriate time notice which ensures ample preparation. Last-minute schedules can result in stress and financial burdens for international students such as high-cost airline fares.
- **Academic Calendar Stress Reduction:** Ensuring that students do not have multiple exams on the same day. In addition, addressing the issue of unevenly distributed examination periods by ensuring that there is a balance in the number of exams held during both the January and June examination periods.

VP Activities and Development- Thea Turton

- Supporting student groups with **KCLSU operations** (e.g accessing finance, external speakers and room bookings procedures, risk assessments)
- Improving activities and **training opportunities** for student leaders
- Reviewing **visibility of processes and communication** between KCLSU / KCL and student groups

VP Welfare and Community- Hassan Ali

- **Interfaith Education Events**: Organize educational events promoting interfaith understanding to enrich the academic experience.
- **Inclusive Academic Calendar**: Develop a calendar that avoids religious conflicts with seminars and exams, prioritizing academic continuity.
- **Supporting Neurodivergent Students**: Enhance mental health and well-being support for disabled and neurodivergent students, improving their educational journey.
- **International Student Scholarships**: Expand scholarships for international students through KCL Alumni, fostering educational access.
- **Alumni Achievement Exhibition**: Showcase an exhibition celebrating KCL Alumni's success to inspire current students academically.

VP Postgraduate- Alizeh Abrar

- **Increasing visibility & the sense of belonging for Postgraduate students on Campus**: Increasing engagement and the sense of belonging postgraduates have with KCLSU and King's. Developing postgraduate specific academic and community events and ensuring this offering is visible and communicated to students.
- **Self-certifying mitigating circumstances policy**: Advocating for KCL's implementation of self-certifying mitigating circumstances and pushing for more flexible and supportive policies around accepted reasons and supporting evidence.
- **International Students' Support**: Working with the University to provide more tailored support for postgraduate international students, especially around the transition period, to equip them with the tools to thrive in the UK Higher Education system.

VP Education (Arts and Sciences)- Sadaf Abbas Cheema

- **Address Overlapping Deadlines**: Explore and mitigate the impact of overlapping deadlines on students, collaborating with the university and advocating for policy changes.
- **Promote Religious Inclusivity**: Advocate for religious inclusivity in timetabling, addressing issues like Friday Prayer conflicts for Muslims and exploring ways for students to declare religious obligations before timetable release.
- **Cultivate Cross-Cultural Connections**: Host discussions led by leaders from underrepresented backgrounds to break barriers and foster cross-cultural empathy between students and academics.

Section 2- Team priority campaigns-

The purpose of Priority Campaigns is to ensure the effective use of KCLSU-wide expertise, relationships, and resources to scale up campaigning throughout the year. They are run by a KCLSU working group with members from different teams whose insight and expertise is relevant to the issue being addressed.

- **Cost of living campaign- Steven, Thea and Hassan:**

The Cost-of-Living Crisis, referring to the fall in disposable incomes since late 2021, has placed significant financial pressure on the student population of the UK and especially those in London. The Russell Group Students' Unions (RGSU) commissioned a survey in January 2023 to investigate the impact of the Cost-of-Living Crisis on student experience. The survey found that: 99% of King's students are concerned about the cost-of-living crisis. The campaign aims to further increase the Future of Cost-of-Living Support at King's. This includes:

- 1. Spreading Awareness:**

The RGSU Survey found that less than half of King's students were aware of hardship funds, while only 13% had applied. Only 31% of students felt they knew how to access advice or help regarding money or finances. There is a need for improved communication on the subject of bursaries and hardship funding to spread awareness of what is available to students.

- 2. Tuition Fee Payment in Instalments:**

Students have indicated that the opportunity to pay tuition fees in more frequent, smaller instalments would alleviate financial pressure. This would be particularly beneficial for those who may not be able to take out loans. The policy adopted by many other London universities such as Birkbeck, which offers a choice between fee payment monthly by Direct Debit, termly by transfer or in full by transfer.

- 3. Rent Guarantor Scheme:**

King's does not currently offer a Rent Guarantor Scheme, unlike most other Russell Group Universities including UCL, Edinburgh, Imperial and LSE. If students do not have a UK based rent guarantor, landlords may request the payment of a high deposit. Given King's substantial international student population, this can pose a particular hurdle for KCL students and exacerbate the pressures of the cost-of-living crisis.

- **Timetabling campaign- Janvi, Alizeh and Sadaf**

Timetabling is covered by the 'Organisation and Management' and 'Assessment and Feedback' categories in the NSS, which have historically been King's weakest areas. King's had the lowest score in 'Organisation and Management' out of all the Russell Group universities in 2022, moving up one place in 2023. Timetabling issues have had severe impacts on student mental health and in some faculties have compromised the ability to fulfil course requirements such as placements. The timetabling campaign aims to highlight what changes need to be made going forward.

The evidence has revealed that the following requires a response:

- 1.** Only a minority of students are using the King's app. While it may have improved the 'communication of essential information such as timetables', the central issue with timetabling is less the access to timetables, but more their content and the timing of their delivery.
- 2.** Students feel that timetables are arranged clinically, without consideration of the practical implications on a student's routine.
- 3.** Administrative teams appear to be unable to cope with the growing cohorts at King's, and therefore are struggling to meet reasonable timetable demands.
- 4.** Departments have argued that timetabling issues are the result of timetables being produced centrally, rather than departmentally.

Academic Board

Meeting date 1 November 2023

Paper reference AB-23-11-01-08.1

Status Final



Report of the Academic Board Operations Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. Academic Board Membership – Reconfiguration of PACE	11 Oct 2023	Main	Approve	No
2. Academic Board Calendar of Business 2023/2024 [Annex 1]	11 Oct 23	Consent	Note	No
3. Academic Board Elections Update [Annex 2]	11 Oct 2023	Consent	Note	No
4. ABOC Membership	11 Oct 2023	Consent	Note	No

To approve

1. Academic Board Membership – Reconfiguration of PACE

Motion: That members elected last year to academic staff seats assigned to PACE continue as members for 2023-24.

The Committee considered the impact on the membership of the Academic Board of the recent reconfiguration of the School of Professional & Continuing Education (PACE). In early September, it had been announced that PACE as a stand-alone unit was being dissolved and its individual departments realigned within the University. With the creation of PACE In 2021, three academic teaching staff seats had been added to the Board specifically for PACE teaching staff as they were no longer represented via the faculties under which their units previously sat. An ex officio seat for the Executive Director of PACE, a role that no longer exists, had also been created.

ABOC suggests that for the remainder of this academic year the members originally elected to represent PACE teaching staff remain members of the Academic Board. ABOC notes that there is a piece of work to do around the number of seats allotted to each Faculty given changes to staff populations in individual faculties in the five years since the Academic Board was restructured. Rather than deal with the PACE seats in isolation, it would be better to consider them as part of that review.

To Note

2. Academic Board Calendar of Business 2023/2024

The Academic Board Calendar of Business [Annex 1]. Is presented at each Committee meeting with updates as items are ready to come forward. The attached calendar outlines anticipated business for the Academic Board for this academic year.

It was suggested that a REF update be provided along with an update on the AEP Academic Pathway Review.

3. Academic Board Elections Update

Calls for nominations for seats that had not been filled in the summer elections were issued in September. Nominations and election results for all seats are set out in Annex 2.

4. Academic Board Operations Committee (ABOC) Membership

There are two vacancies to fill on ABOC once the full complement of Academic Board members is in place: an elected staff member and an elected student member. Elections would be run in time for the next meeting of ABOC.

Academic Board Business Plan

Strategic discussion

A strategic discussion on Education will be held at the first strategic discussion meeting (December) and on Research at the second strategic discussion meeting (March) each year.

Strategies

The Board will continue to monitor the implementation of the following strategies:

- Strategy 2026 (through reports from CEC)
- International Strategy
- Widening Participation Strategy
- Student Mental Health & Wellbeing Strategy & Action Plan (through reports from CEC)

And receive reports as appropriate from its standing committees¹ including on:

- Assessment and Feedback Review 2023/2024 (through reports from CEC)
- Lifelong Learning Entitlement (through reports from CEC)
- Education Governance Review 2023/2024 (through reports from CEC)
- Online professional education
- Student Success Transformation Programme
- Professional Statutory and Regulatory Body (PSRB) Updates
- Teaching Excellence Framework (TEF) related matters
- Research Excellence Framework (REF)

The following policies are being reviewed in 23/24 and are due to come to Academic Board for approval:

- International Athlete Policy
- Multiple Choice Question Policy
- Support for Students in the Armed Forces Policy
- Postgraduate Code of Practice for Research Governance and Dissertation Framework
- Intercollegiate Policy
- Policy on Closing or Suspending a Programme
- Sunset Clause for New Taught Programmes Policy
- Non-academic misconduct and mitigating circumstances
- Complaints Policy

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

Periodic updates from the Equality, Diversity & Inclusion Team.

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.

¹CEC 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, usually in the same time frame.

Date	Item	Action	Responsible	Next Steps
1 Nov 2023	Student Success Transformation Programme	Strategic discussion	VP Education	
	<i>OfS Conditions of Registration</i>	Approve recommendation	CEC	Council approval
	<i>Regular items approved by CEC</i>	<i>Approve & Note</i>	<i>CEC</i>	<i>Update as necessary</i>
	REF Process Update	Note	CRC	
	Concordat Action Plan – Progress Update to UUK	Approve	CRC	Council Approval
13 Dec 2023 (Strategic focus)	Education: TOPIC TBC	Strategic discussion	ED (SED)	
	<i>Assessment Board Annual Report</i>	Note	CEC	
	<i>Annual Report on Student Misconduct, Appeals & Complaints</i>	Note	CEC	
	<i>Annual report on Examinations & Assessment</i>	Note	CEC	
	<i>King's Education Awards</i>	Note	CEC	
	<i>UG External Examiners report</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Update as necessary</i>
	<i>EDI</i>	discuss	EDI	
	Staff Survey – post survey update	Note	SVP (academic)	
6 March 2024	Research Strategy Update	Strategic discussion	VP (R&I)	
	<i>Chief External Examiner overview report</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Update as necessary</i>
17 April 2024 (Strategic Focus)	TBD - Last year: Climate & Sustainability Action Plan	Strategic discussion		
26 June 2024	TBD - Last year: AI & AEP Pathway	Strategic discussion		
	<i>Assessment Boards UG and PGT Awards Data</i>	<i>Note</i>	<i>CEC - ASSC</i>	
	<i>Student Terms & Conditions 2024-25</i>	<i>Approve</i>	<i>ED (S&E)</i>	<i>Publish</i>
	<i>Academic Regulations 2024-25</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Link on web</i>
	<i>Degree Outcome Statement update 2024-25</i>	<i>Approve</i>	<i>CEC - ASSC</i>	
	<i>External King's validation regs: RADA and ICCA</i>	<i>Approve</i>	<i>CEC</i>	
	<i>External Examiners Report (PGT)</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Update as necessary</i>
	<i>EDI update</i>	<i>Discuss</i>	<i>EDI</i>	

Academic Board Elections Update

Staff Seats

Calls for nominations for seats that had not been filled in the Spring elections were issued in September. Nominations received and election results for Spring and Autumn 2023 as follows:

Constituency	#Seats	Nominee(s)	Result
IoPPN-HoD	1	Sarah Byford	Acclaimed (July)
NMPC-HoD	1	Dr Sam Bassett Dr Mary Leamy Dr Lorraine Robinson	Election (Oct)
NMPC-Acad Staff	1	Cameron Cox Tiago Horta Reis Da Silva Jennifer Kalitsi Irene Zeller	Election (July)
AH-HoD	1	Professor Virginia Crisp	Acclaimed (July)
AH-Acad Staff	1	Dr Stefan Bauer Dr Laura Gibson	Election (Oct)
NMES-Acad Staff	2	David Kohan Marzagao David Richards Maher Salem Osvaldo Simeone Gerard Watts	Election (July)
FoDOCS-Acad Staff	1	Dr Amardeep Dhillon David Moyes	Election (Oct)
DPSoL-Acad Staff	2	Dr Ewan McGaughey Dr Elin Weston	Acclaimed (July) Acclaimed (Oct)
SSPP-Acad Staff – 1 yr maternity cover	1	Tomas Maltby	Acclaimed (Oct)
Academic Staff on a research-only contract (Health Faculties)	1	Joanna Davies	Acclaimed (Oct)
Professional Staff, Education Support	1	Oliver Austen Mike Bennett Lucy Dobson John Harris Aleks Pachniewska Sophie Rust Thomas Seagroatt	Election (July)

Student Seats

The new process for nominating students through the KCLSU faculty elections did not result in any seats being filled in the spring. The process is being run again this month with a view to having students elected in time for the 1 November meeting of Academic Board.

Academic Board	
Meeting date	01 November 2023
Paper reference	AB-23-11-01-08.2
Status	Final
FOI exemption	None

Report of the College Education Committee (July and October 2023)

Contents	Meeting at which considered	Main or Consent agenda	Academic Board Action	Reserved item?
1. Annual report to Council: Ongoing Conditions of Registration for Office for Students 2023/24 [Annex 1]	4 October	Main	Approve	No
2. 4-Year LLB Programme Award Calculation [Annex 2]	5 July	Consent	Approve	No
3. Proposal for new award: Master in Public Administration (MPA) [Annex 3]	5 July	Consent	Confirm (approved via Chair's Action)	No
4. Terms of Reference and Membership 2023 [Annex 4]	4 October	Consent	Note	No
5. Report of the Collaborative Provision Sub-Committee	5 July	Consent	Note	No
6. Overview of work in relation to current discussions about a new duty of care for universities	5 July	Consent	Note	No
7. Revised death of a current student procedure	5 July	Consent	Note	No
8. Student Success Transformation Programme briefing	5 July	Consent	Note	No
9. Race Equality Maturity Model	5 July	Consent	Note	No
10. Module Evaluation: Overview of 2022/23 response rates and closing the loop rates	5 July	Consent	Note	No
11. Student Engagement & Attendance Monitoring Policy	5 July	Consent	Note	No
12. Academic Misconduct Policy and Procedure (CEC: 22/23: 112) - updated	5 July	Consent	Note	No
13. King's College London Marking Framework	5 July	Consent	Note	No
14. Periodic Programme Reviews	5 July 4 October	Consent	Note	No
15. Terms of Reference and Membership for the ASSC 2023/24	5 July	Consent	Note	No
16. In-sessional Project update	5 July	Consent	Note	No
17. Schedules of Business – ASSC and CEC	5 July	Consent	Note	No
18. Quality Assurance Handbook update	5 July	Consent	Note	No
19. College Teaching Fund 2022/23: Final Report	5 July	Consent	Note	No
20. King's Staff 100: Learning Environments Panel Assembly report	5 July	Consent	Note	No
21. NSS and PTES Strategy	4 October	Consent	Note	No
22. Artificial Intelligence (AI) Update	4 October	Consent	Note	No
23. Update on the Start of the Academic Year 2023/24	4 October	Consent	Note	No

Contents	Meeting at which considered	Main or Consent agenda	Academic Board Action	Reserved item?
24. Professional, Statutory and Regulatory Body: Accreditation report from Health and Care Professionals Council (HCPC)	4 October	Consent	Note	No
25. King's Academic Skills provision	4 October	Consent	Note	No
26. Report from Programme Development and Approval Sub-Committee	4 October	Consent	Note	No

Approval

1. Annual report to Council: Ongoing Conditions of Registration for Office for Students 2023/24 [Annex 1]

Motion: That the Academic Board recommend to Council that the annual report on Ongoing Conditions of Registration be approved for submission to the Office for Students.

Background: The OfS monitors higher education providers using “lead indicators, reportable events and other intelligence such as complaints”¹. As part of this monitoring the OfS expects higher education providers to continue to meet ongoing conditions of registration, including any new conditions introduced since the initial registration process.

At its meeting on 4 October 2023, the College Education Committee noted the following:

- Assurance can be given that the College continues to meet the OfS ongoing conditions of registration.
- On 1 May 2022 the OfS operated new/revised Condition B: Quality and Standards conditions of registration. A mapping of King's practice was undertaken and action to be taken was agreed by College Education Committee at its meeting on 6th July 2022. An update on the actions to be taken is noted in the report.

Minor updates have been made to the report following College Education Committee consideration, as follows:

- Reference to continued concerns of the Office for Students being interim Designated Quality Body has been included.
- An update has been made on the Periodic Programme Review early intervention process (page 24 of the report) following discussions at the meeting on NSS and PTES strategy.

The F1 Transparency Return has now been published, following receipt of guidance from the OfS on the 12 October 2023.

2. 4-Year LLB Programme Award Calculation (Consent) [Annex 2]

Motion: That the Academic Board approve the 4-Year LLB Programme Award Calculation.

Background: Following changes to the award calculations in the Academic Regulations 2022-23, the DPSoL propose the C-score calculations for the 4-year dual degree LLB and the Politics, Philosophy & Law (PPL) LLB programmes, which are not outlined in the current UG Progression and Award policy.

Dual Degrees: The DPSoL proposes to retain the previous method of calculation used by the School prior to the introduction of the UG Progression and Award Policy (best 90 credits weighted at higher level and remaining 150

¹ Office for Students: Securing Student Success: Regulatory framework for higher education in England

credits weighted at the lower level). The new weighting of the lower and higher level will be 0:2:3 to be more closely aligned to the new Policy.

PPL degrees: to adopt 0:2:3:4 in line with KCL UG Progression & Award Policy.

3. Proposal for new award: Master in Public Administration (MPA) (Consent) [Annex 3]

The proposal for the new award was considered by the Committee at its meeting of 5 July and approved by the Vice-Chancellor & President via Chair's Action. [See item 6.3(iv) of AB agenda]

For note

4. Terms of Reference and Membership 2023 (Consent) [Annex 4]

Some minor editorial amendments have been made to the terms of reference and membership reflecting updates undertaken within King's administrative structure during 2022/23.

5. Report of the Collaborative Provision Sub-Committee (Consent)

The committee approved the amendments to the College's 'Procedures for the approval and monitoring of collaborative provision' for use from the 2023/24 academic year.

6. Overview of work in relation to current discussions about a new duty of care for universities (Consent)

The committee discussed this key area in the sector, and some of the work in the College currently. It was noted that the Minister's letter had highlighted a range of action points, many of which were already in progress – e.g., the application to the Student Minds University Health Charter, and meetings with the Senior Vice President (Academic) and College Council regarding Students of Concern and the complexity of cases which were supported.

The priorities for the coming months were noted as:

- Internal and external data sharing.
- Updating the guidance and working with IT on Trusted Contacts (previously Emergency Contacts), and how students and their families were engaged with.
- Work on the introduction of a 'Suicide safer university' policy.
- Support and guidance for students on placements.

7. Revised death of a current student procedure (Consent)

The procedure had been refocussed and now included student deaths reported by a third party, distinguished case conferences (communication and support) from structured case reviews (new section), and provided an online reporting form. These changes made the procedure clearer in identifying what was required and that provided a structure and templates to manage the complex decisions and follow-up steps.

8. Student Success Transformation Programme briefing (Consent)

The committee received an update on the work of the Executive Director for Transformation of Education and Student Outcomes and the transformation agenda.

9. Race Equality Maturity Model (Consent)

The committee discussed and approved the Race Equality Maturity Model.

The aims of the model were noted as:

- Transform the experience of students and staff from racially marginalised groups by providing support, guidance and steer to the organisation
- Enable cross-university activity to be mapped and measured against clear success indicators
- Provide a framework to enable best practice, which moves away from ad-hoc style of working towards being anticipatory and innovative

- Enable evidence led priorities to direct King's resources towards the work that will have the most impact and to achieve the success measures as outlined in the [Race Equality Action Plan](#) (REAP)
- Educate and engage the entire King's community and create shared responsibility to drive change, whilst providing a level of autonomy for individual faculties and directorates
- Provide inspiration for innovative activity that helps progress King's ambition to be an anti-racist University.

10. Module Evaluation: Overview of 2022/23 response rates and closing the loop rates (Consent)

The committee discussed an overview of student response rates and closing the loop rates to the module evaluations completed over recent years. There was also a comparison of response rates and closing the loop rates to previous years, and PowerBI data categorized by faculty and theme to show student satisfaction scores. It was felt that it would be useful to allow more time for discussions on module evaluations in 2023/24.

11. Student Engagement & Attendance Monitoring Policy (Consent)

The committee discussed and approved the policy which outlined the Colleges commitment to student wellbeing by monitoring academic engagement and attendance to identify and support students facing difficulties. It was noted that there needed to be equity and that this policy should apply to all students. The policy had previously been published in 2017, and the operationalisation of this version would be managed via a short term interim procedure, with a longer term procedure to be agreed via the SSTP Student Services Operating Model. It was noted that how the procedure was managed in practice would be important.

12. Academic Misconduct Policy and Procedure (CEC: 22/23: 112) - updated (Consent)

The committee approved the Policy & Procedure for Academic Misconduct under delegated authority from the Academic Board given at the Board's June meeting.

13. King's College London Marking Framework (Consent)

The committee approved the new College Marking Framework, which included the PGT/PGR (GTA) marking policy. A concern was raised about the requirement that all scripts >15% be double marked if a GTA was employed and the impact this would have in KBS given their later feedback/marking deadlines.

It was noted that the Marking Framework had been approved by Academic Board without the reference to GTA marking, and it was felt that compared to other institutions (Imperial, UCL, LSE, others) the College marking policy was too lenient for Marking Models 3 and 4 in the old Marking framework.

The Chair proposed that given the concerns raised and the high SSR in KBS, the Faculty should work with the Chair, ASSC and King's Academy over the next 12 months to manage this, and that there should be a review after 12 months to evaluate the impact.

14. Periodic Programme Reviews (Consent)

The Committee received a number of reports at its July and October meetings related to programme reviews.

(i) Feedback from pilot and proposed minor revisions

The committee approved the report which provided a summary of how the pilot had gone, along with some minor revisions to the process for 2023/24. It was noted that:

- The revised process had been well received, with staff appreciating the return of the review process as it allowed them time to reflect on their programme(s).
- With the change in NSS questions, the benchmarks to determine an early intervention needed a slight revision as there was no longer a question on student satisfaction.
- The annual meeting to review the OfS B3 Student Outcomes dashboard and NSS/PTES data was not held this year due to the OfS B3 data showing that there were no areas below the numerical threshold and therefore no early reviews warranted.

(ii) Departmental Review Reports

The Committee approved Periodic Programme Reviews conducted in 2022/23 for the following:

- UG LLB (all LLB programmes)
- BA European Politics/BA European Studies
- MSc Addiction Studies
- MSc Clinical Neurodevelopmental Sciences
- MSc Clinical Neuroscience
- Graduate Certificate/MSc Family Therapy
- MSc Forensic Mental Health
- MSc International Addiction Studies
- MSc Clinical Neuropsychiatry
- Music (UG & PGT)
- MSc Immunology
- BSc & MSc Physiotherapy
- MSc International Addiction Studies.

The following general outcomes were noted:

- All reports recommended re-approval for a further six years.
- The dedication and engagement of all staff, both academic and professional services was commended across many reports.
- A lack of diversity in assessment methods was raised in a few reports and faculties were taking steps to address this.
- All reports commended the effectiveness of quality assurance arrangements – there were no concerns raised by External Examiners for these programmes.
- The BME attainment gap was highlighted across a couple of reports and faculties noted the steps they are taking to address this.
- Some reports raised concerns around inadequate teaching space, particularly those classes with accessibility issues.

Additionally, some specific recommendations were noted:

For Music, concerns were raised about accessibility and the Committee approved the following recommendation:

To support the equity, diversity and inclusion of all students, the College, in liaison with Estates and Facilities, should urgently address the inaccessibility of the ground floor rooms located within the South-West Block and the practice rooms located in the Macadam building level -3. It should also consider the accessibility of the Music department more broadly to ensure that it is meeting all equality, building and health and safety regulations.

For UG LLB programmes, there were recommendations to the College to:

- Support the faculty to revert back to in-person computer-based examinations and
- Consider how data is shared with faculties to support EDI work.

In relation to point 2, this will be taken forward via a Task and Finish Group being established under the Academic Standards Sub-Committee who will be viewing the data available to faculties for QA mechanisms. In relation to point 1, this recommendation was supported by the Committee.

(iii) FNMPC Review Deferral Request

Deferral request approved to Semester 1 of 2024/25

15. Terms of Reference and Membership for the ASSC 2023/24 (Consent)

The committee approved the terms of reference and membership for ASSC for 2023/24.

16. In-sessional Project update (Consent)

The committee noted how the In-sessional Project was progressing and how Academic Skills more generally were related to College strategic projects such as Transition and the Mental Health Charter Award Submissions and to other key reporting bodies in The College, such as TEF.

17. Schedules of Business – ASSC and CEC (Consent)

- The committee noted a review of the 2022/23 schedule of business approved by ASSC on 28 September 2022.
- The committee reviewed progress against its Schedule of Business for 2022-23 and approved the proposed schedule for 2023-24.

18. Quality Assurance Handbook update (Consent)

The committee noted the annual review of the Quality Assurance Handbook, and the proposed updates to be made for the forthcoming academic year.

- Minor revisions to the Procedures for Periodic Programme Review have been proposed via a separate paper to this.
- Minor revisions to the Procedures for Collaborative Provision have been proposed via the report to this Committee from the Collaborative Provision Sub-Committee
- There are no proposed revisions to the Procedures for Programme and Module Approval and Modification, bar update on the timelines for marketing prospectus.
- This Committee approved at its last meeting (24th May 2023) for a Task and Finish Group to be set up to review the Core Code of Practice for PGT Research Governance and the Dissertation Framework
- Some minor updates will be made to the Notes of Guidance – removing any obsolete guidance.

19. College Teaching Fund 2022/23: Final Report (Consent)

The committee noted:

- In 2022/23, 56 projects were funded - an increase of 19% from the previous year, with 7 Faculties increasing the number of projects ran from 2021/22, and the highest number of projects in the past five years.
- The spend showed a -6% decrease from the previous year.
- 78% of the fund was spent, with an underspend of -£29,409, compared to -£24,395, in the previous year. Three Faculties had an overspend and will manage this from local funds.
- This means that although there was an increase in the number of projects from the previous year, there was less spend, with 6 Faculties showing an underspend on their fund allocation.
- 37% of projects had a focus on specific initiatives to address NSS and PTEs issues.

20. King's Staff 100: Learning Environments Panel Assembly report (Consent)

The current focus of the Kings Staff 100 Panel is on the new Estates Strategy and the impact on learning environments.

Panel members were invited to think about the future of teaching, learning and the student experience at Kings and gave feedback on current learning environments. They also participated in group discussions on one of five different topics:

- Digital and Campus
- Favourite Campus space
- Least favourite campus space
- A day in the life on campus
- Strategy 2026: what does that look like?

The report summarised the key responses from the assembly and offered some recommendations and considerations for developing any future strategies and initiatives.

21. NSS and PTES Strategy (Consent)

The committee considered a report from the Associate Director (NSS & PTES Strategy) on updating the periodic review procedures as part of the NSS & PTES strategy considering student feedback and recent changes to survey questions. It was suggested that there should be a move towards a more structured approach where an early review or actions may be triggered by NSS or PTES data alone rather than looking at the survey results alongside the OfS B3 Student Outcomes benchmarks. Further deliberations on this approach will be discussed by the Education Executive.

22. Artificial Intelligence (AI) update (Consent)

The committee received an update on activity undertaken by King's Academy during the summer. King's has been at the cutting edge on the use of AI in education and a teaching fund has been set up for research projects that engages staff with student partners in exploring AI. As part of the funding for the research projects teams must commit to dissemination enabling the College to collect a bank of learning on how it can be used that can be shared. A guidance document has recently been launched and is promoting King's to the outside world. It was noted that all staff and students at the College have access to GPT 4 via Bing chat when logged into their King's Microsoft account and therefore King's would not need to obtain any subscriptions through third party technologies that are not data secure.

23. Update on the start of the academic year 2023/24 (Consent)

The committee received a report on the activities that had been completed at the start of the new academic year, noting that at the time of the committee meeting we had reached 86% of our total enrolment figure, with only 1,000 students left to enrol.

24. Professional Statutory and Regulatory Body: Accreditation report from Health and Care Professionals Council (HCPC) (Consent)

The committee received an accreditation report, confirming that the HCPC will continue to accredit six of our programmes, and our next review will be in 4-years' time (2026/27).

25. King's Academic Skills provision (Consent)

The committee received an update on the support provided by King's Foundation and any changes to previous years in delivering Academic English and Academic Skills support.

26. Report from Programme development and Approval Sub-Committee (Consent)

The committee received a report from the July meeting of the sub-committee:

- Terms of reference and membership (approved)
- Chair's Action taken since the last meeting (consent)
- Module modifications by Faculty (consent)
- Programme proposal: MSc Clinical and Sustainable Solutions (consent)
- Programme proposal: Master of Public Administration (consent)
- Programme proposal: MA Digital Futures (consent)
- AOB: Co-delivered modules (consent)

Annual report to Council: ongoing conditions of registration for Office for Students 2023/24

Introduction

The Office for Students (OfS) monitors higher education providers using “lead indicators, reportable events and other intelligence such as complaints”¹. As part of this monitoring the OfS expects higher education providers to continue to meet ongoing conditions of registration, including any revised conditions since the initial registration process.

Governing bodies of universities also have a requirement to receive assurance that the College is meeting the conditions set out by regulatory and funding bodies. The CUC² Code states: ‘The governing body needs assurance that the institution is meeting the conditions of funding as set by regulatory and funding bodies and other major institutional funders’.

The intention of this report is therefore to provide:

- King’s College Council with assurance that OfS ongoing conditions of registration are being met.
- King’s College Council with assurance that appropriate quality assurance processes have been conducted in the academic year 2022/23 (see appendix 2). Where applicable updates on previously reported KPI’s³ are included in the report.
- An update on the various consultations OfS have undertaken during 2022/23, including correspondence received by OfS during the academic year.

Due to the volume of conditions of ongoing monitoring, appendices have been used to report an update on each condition, where applicable. If the condition of registration is unchanged there will be no update reported.

Currently, failure to comply with these ongoing conditions of registration will result in the OfS contacting the institution directly, which may then lead to a fuller review being undertaken by the OfS. Additionally, the OfS may also impose a monetary penalty to a provider if it appears to the OfS that they are in breach of the ongoing conditions of registration. Depending on the severity of the breach, the OfS may also determine to suspend or deregister a provider⁴.

Currently the OfS has been completing assessments at a number of higher education providers, which has not included King’s, which can be taken as assurance that the OfS has determined we are meeting their Conditions of Registration. The assessments currently being undertaken relate to:

- The academic experience students are receiving: the quality of the learning, teaching and assessment they receive and
- Student outcomes: the rate at which students continue and complete their degrees, and their progression onto employment or further study.

The OfS have also been undertaking thematic reviews, for example to address issues such as grade inflation (where there has been a sharp increase in the rates of students being awarded 1st and 2:1 degrees). The

¹ Office for Students: Securing Secret Success: Regulatory framework for higher education in England

² Committee of University Chairs: <https://www.universitychairs.ac.uk/wp-content/files/2018/06/CUC-HE-Code-of-Governance-publication-final.pdf>

³ Key Performance Indicators

⁴ <https://www.officeforstudents.org.uk/publications/regulatory-advice-19-the-ofs-s-approach-to-determining-the-amount-of-a-monetary-penalty/>

recent publication from OfS on their analysis shows that King's in 2021/22 decreased its awarding of 1st and 2:1 and that our "unexplained" grade inflation was reduced to 9.5% (from 11.4% last year). While this shows a degree of post-pandemic recalibration, this is a high level when compared to data going back to 2010/11 (when it was -1.3% unexplained inflation) and this will remain a priority area of focus for the Academic Standards Sub-Committee.

While we may not have been the subject of any reviews, the OfS have contacted us, as part of sector engagement, regarding the following:

- their concerns over our "high levels" of recruitment of Chinese students, asking us to provide them with assurance of our contingency plans if these levels of recruitment were to drop significantly (May 2023) and
- asking us to provide them with information on the mitigations we had put in place for managing industrial action, specifically the marking and assessment boycott (June 2023). This was noted by the OfS to be information gathering rather than about any specific concerns they may have.

OfS Oversight Committee

The College's OfS Oversight Committee continues to have oversight of OfS activity. The Committee has reviewed and where it was deemed appropriate⁵ inputted into the following consultations during the year:

- Consultation on a new approach to regulating equality of opportunity in English higher education (Access and Participation Plans)
- Consultation on payment of fees for investigations
- Consultation on the de-designation of the Quality Assurance Agency for Higher Education as OfS Designated Quality Body
- Consultation on a new approach to regulating harassment and sexual misconduct in English higher education
- Consultation on the approach to publication of results of the National Student Survey
- Aggregate Offshore Record major review and Student record expansion England and Wales (run by HESA, the OfS Data Designated Body).

Section A: Office for Students Ongoing Conditions of Registration

The OfS regulatory framework⁶ notes the following:

"To remain registered, a provider must continue to meet the definition of 'an English higher education provider' and must demonstrate that it satisfies the ongoing general conditions of registration applicable to the category of the Register in which it is registered. It must also satisfy any specific ongoing conditions that have been applied. Likewise, the OfS will have regard to its general duties in applying any ongoing specific condition of registration" [Securing student success: Regulatory framework for higher education in England, para 113].

The general ongoing conditions of registration are as follows, and the table indicates whether updates are required to be reported to Council and potentially OfS (if the updates necessitate a change in the information provided to the OfS as part of the initial registration process):

⁵ For some consultations, following a review and potential responses to the consultation, agreement was had on responding via the Russell Group response, rather than submit a separate response from King's College London.

⁶ Securing student success: Regulatory framework for higher education in England:

https://www.officeforstudents.org.uk/media/1406/ofs2018_01.pdf

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
A: Access and participation for students from all backgrounds			
Condition A1: Access and participation plan	An Approved (fee cap) provider intending to charge fees above the basic amount to qualifying persons on qualifying courses must: <ul style="list-style-type: none"> i. Have in force an access and participation plan approved by the OfS in accordance with the Higher Education and Research Act 2017 (HERA). ii. Take all reasonable steps to comply with the provisions of the plan. 	Y	See appendix 1 to update on 2022/23 monitoring and APP renewal.
Condition A2: Access and participation statement	An Approved (fee cap) provider charging fees up to the basic amount to qualifying persons on qualifying courses must: <ul style="list-style-type: none"> i. Publish an access and participation statement. ii. Update and re-publish this statement on an annual basis. 	Y	n/a
B: Quality, reliable standards and positive outcomes for all students			
Condition B1: Academic Experience	The provider must ensure that the students registered on each higher education course receive a high quality experience, ensuring the following: <ul style="list-style-type: none"> • Each higher education course is up to date • Each higher education course provides educational challenge • Each higher education course is coherent • Each higher education course is effectively delivered and • Each higher education course, as appropriate the subject matter of the course, requires students to develop relevant skills. 	Y	See appendix 2 for update on how this was managed during 2022/23
Condition B2: Resources, support and student engagement	The provider must take all reasonable steps to ensure: <ul style="list-style-type: none"> • Each cohort of students registered on each higher education course receives resources and support which are sufficient for the purpose of ensuring: <ul style="list-style-type: none"> i. A high quality academic experience for those students; and ii. Those students succeed in and beyond higher education; and • Effective engagement with each cohort of students which is sufficient for the purpose of ensuring: <ul style="list-style-type: none"> i. A high quality experience for those students; and 	Y	See appendix 2 for update on how this was managed during 2022/23

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
	ii. Those students succeed in and beyond higher education.		
Condition B3: Student Outcome	The provider must deliver positive outcomes for students on its higher education courses.	Y	See appendix 2 for update on how this was managed during 2022/23
Condition B4: Assessment and awards	The provider must ensure that: <ul style="list-style-type: none"> • Students are assessed effectively; • Each assessment is valid and reliable; • Academic regulations are designed to ensure that relevant awards are credible; • Academic regulations are designed to ensure the effective assessment of technical proficiency in the English language in a manner which appropriately reflects the level and content of the applicable higher education course⁷; and • Relevant awards granted to students are credible at the point of being granted and when compared to those granted previously. 	Y	See appendix 2 for update on how this was managed during 2022/23
Condition B5; Sector-recognised standards	The provider must ensure that, in respect of any relevant awards granted to students who complete a higher education course provided by, or on behalf of, the provider (whether or not the provider is the awarding body); <ul style="list-style-type: none"> • Any standards set appropriately reflect any applicable sector-recognised standards; and • Awards are only granted to students whose knowledge and skills appropriately reflect any applicable sector-recognised standards. 	Y	See appendix 2 for update on how this was managed during 2022/23
Condition B6: Teaching Excellence and Student Outcomes Framework participation	The provider must participate in the Teaching Excellence Framework and Student Outcomes Framework.	Y	See appendix 2 for update on TEF
C: Protecting the interests of all students			
Condition C1: Guidance on consumer	The provider must demonstrate that in developing and implementing its policies, procedures and terms and conditions, it has given due regard to relevant	Y	See appendix 3 for update on how this was

⁷ Providers do not need to comply with this when a higher education course is assessing a language that is not English, or the provider is able to demonstrate to the OfS that the absence of assessing technical proficiency would amount to a form of discrimination for the purposes of the Equality Act 2010.

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
protection law	guidance about how to comply with consumer protection law.		managed during 2022/23
Condition C2: Student complaints scheme	The provider must: <ul style="list-style-type: none"> i. Co-operate with the requirements of the student complaints scheme run by the Office of the Independent Adjudicator for Higher Education, including the subscription requirements. ii. Make students aware of their ability to use the scheme. 	Y	See appendix 3 for update on how this was managed during 2022/23
Condition C3: Student protection plan	The provider must: <ul style="list-style-type: none"> i. Have in force and publish a student protection plan which has been approved by the OfS as appropriate for its assessment of the regulatory risk presented by the provider and for the risk to continuation of study of all of its students. ii. Take all reasonable steps to implement the provisions of the plan if the events set out in the plan take place. <p>Inform the OfS of events, except for the closure of an individual course, that require the implementation of the provisions of the plan.</p>	Y	See appendix 3 for update on how this was managed during 2022/23
Condition C4: Student protection directions	Student protection directions ⁸ The provider must comply with any Student Protection Direction in circumstances where the OfS reasonably considers that there is a material risk that the provider will, or will be required by the operation of law to, fully or substantially cease the provision of higher education in England (“Market Exit Risk”).	Y	n/a
D: Financial sustainability			
Condition D: Financial viability and sustainability	The provider must: <ul style="list-style-type: none"> i. Be financially viable. ii. Be financially sustainable. iii. Have the necessary financial resources to provide and fully deliver the higher education courses as it has advertised and as it has contracted to deliver them. iv. Have the necessary financial resources to continue to comply with all conditions of its registration. 	Y	n/a

⁸ <https://www.officeforstudents.org.uk/media/2f006cca-162f-48a0-97c2-3e9fe8a4b255/regulatory-notice-6-student-protection-directions.pdf>

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
E: Good governance			
Condition E1: Public interest governance	The provider's governing documents must uphold the public interest governance principles that are applicable to the provider.	Y	n/a
Condition E2: Management and governance	The provider must have in place adequate and effective management and governance arrangements to: <ul style="list-style-type: none"> i. Operate in accordance with its governing documents. ii. Deliver, in practice, the public interest governance principles that are applicable to it. iii. Provide and fully deliver the higher education courses advertised. Continue to comply with all conditions of its registration.	Y	n/a
Condition E3: Accountability	The governing body of a provider must: <ul style="list-style-type: none"> i. Accept responsibility for the interactions between the provider and the OfS and its designated bodies. ii. Ensure the provider's compliance with all of its conditions of registration and with the OfS's accounts direction. Nominate to the OfS a senior officer as the 'accountable officer' who has the responsibilities set out by the OfS for an accountable officer from time to time.	Y	n/a
Condition E4: Notification of changes to the Register	The governing body of the provider must notify the OfS of any change of which it becomes aware which affects the accuracy of the information in the provider's entry in the Register.	Y	See appendix 4
Condition E5: Facilitation of electoral registration	The provider must comply with guidance published by the OfS to facilitate, in co-operation with electoral registration officers, the electoral registration of students.	Y	n/a
Condition F: Information for students			
Condition F1: Transparency information	The provider must provide to the OfS, and publish, in the manner and form specified by the OfS, the transparency information set out in Section 9 of HERA.	Y	See appendix 5
Condition F2: Student transfer arrangements	The provider must provide to the OfS, and publish, information about its arrangements for a student to transfer.	Y	n/a

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
Condition F3: Provision of information to the OfS	<p>For the purpose of assisting the OfS in performing any function, or exercising any power, conferred on the OfS under any legislation, the governing body of a provider must:</p> <ul style="list-style-type: none"> i. Provide the OfS, or a person nominated by the OfS, with such information as the OfS specifies at the time and in the manner and form specified. ii. Permit the OfS to verify, or arrange for the independent verification by a person nominated by the OfS of such information as the OfS specifies at the time and in the manner specified and must notify the OfS of the outcome of any independent verification at the time and in the manner and form specified. iii. Take such steps as the OfS reasonably requests to co-operate with any monitoring or investigation by the OfS, in particular, but not limited to, providing explanations or making available documents to the OfS or a person nominated by it or making available members of staff to meet with the OfS or a person nominated by it. <p>The requirements in paragraphs (ii) and (iii) do not affect the generality of the requirement in paragraph (i).</p>	Y	See appendix 5
Condition F4: Provision of information to the DDB	For the purposes of the designated data body (DDB)'s duties under sections 64(1) and 65(1) of HERA, the provider must provide the DDB with such information as the DDB specifies at the time and in the manner and form specified by the DDB.	Y	See appendix 5
G: Accountability for fees and funding			
Condition G1: Mandatory fee limit	A provider in the Approved (fee cap) category must charge qualifying persons on qualifying courses fees that do not exceed the relevant fee limit determined by the provider's quality rating and its access and participation plan.	Y	n/a
Condition G2: Compliance with terms and conditions of financial support	A provider must comply with any terms and conditions attached to financial support received from the OfS and UK Research and Innovation (UKRI) under sections 41(1) and/or 94(2) of HERA. A breach of such terms and conditions will be a breach of this condition of registration.	Y	n/a
Condition G3: Payment of	The provider must pay:	Y	See appendix 6

General ongoing conditions of registration		Continue to meet condition of registration: Y/N	Appendix noting pertinent updates
OfS and designated body fees	<p>i. It's annual registration fee and other OfS fees in accordance with regulations made by the Secretary of State.</p> <p>The fees charged by the designated bodies.</p>		

Conclusion

Assurance can be given that King’s continues to meet the ongoing conditions of registration of the Office for Students.

Additionally, as appendix 2 highlights, King’s has the necessary quality assurance processes in place to enable it to set and maintain appropriately the standard of King’s awards and to identify and act upon areas of the student academic experience that require improvement. Where such areas are identified, oversight of action taken is maintained through the institutional governance structure.

Annexes to the report

- Annex 1 – Condition A update: Access and participation for students from all backgrounds
- Annex 2 – Condition B update: Quality and Standards
- Annex 3 – Condition C update: Protecting the interests of students
- Annex 4 – Condition E update: Good governance
- Annex 5 – Condition F update: Information for students
- Annex 6 – Condition G update: Accountability for fees and funding

Annex 1 – Condition A update: Access and participation for students from all backgrounds

The OfS approved the 2020/21-2024/25 Access & Participation Plan, which is automatically rolled over each year subject to satisfactory progress. Our Access & Participation Plan was therefore renewed for 2022/23. We will be reporting back on our APP expenditure versus investment forecast as part of the annual financial return in the autumn of 2023. Expenditure was in keeping with the forecast (~£12M). Following the 2023/24 admissions cycle, we are on course to meet or exceed all APP targets relating to fair access and reducing the gaps in entry between students from the most and least disadvantaged areas of the country.

Should any circumstances change during the academic year and/or subject to the monitoring completed for 2022/23, then the OfS can revisit this automatic renewal. If their view of the risk of meeting commitments has changed then they may be unable to approve the plan for a further year and a new plan would be required. This remains very unlikely.

The OfS appointed a new Director of Fair Access in January 2022. The new Director set out four new priorities for universities to focus on in their APP. As such, all providers had to submit a 'variation request' to their agreed APPs to commence from 2023/24. These had to provide detail on the following areas, alongside a demonstrable commitment to evaluation:

1. Working more strategically with schools to improve pupil attainment.
2. Provision of alternative routes such as Degree Apprenticeships and vocational pathways.
3. Ensuring APP provision is linked more closely to quality assurance.
4. Simpler and more accessible APPs.

The APP variation was approved and will carry into 2023/24.

A completely new APP will be submitted to commence in 2024/25. We expect OfS guidance on this in February 2024, with submission in spring 2024. Preparatory work will be underway in autumn 2023 focusing on three areas: refresh of what King's defines as 'widening participation', with associated metrics and targeting criteria; revisions to our approach to contextual admissions and offer-making given a more focused WP target; review of APP financial support (bursaries and hardship funds) to bring our provision up to date, making sure it is targeted based on the needs of students in 2024 (and beyond) given the changing external environment (e.g. cost of living, mental health). As part of this drafting, we will also scope regional/national focus of widening participation activity, and how activity joins up to deliver student success from pre-entry, application/enrolment, transition and students' onward progression to the best outcomes.

A new investment plan to achieve our stated aims will be required. This will be overseen by the Associate Director of Social Mobility & Widening Participation on behalf of the Vice Principal (Education & Student Success) and the President and Principal as Accountable Officer, engaging with relevant areas across King's.

In line with OfS requirements, the APP is hosted on King's website here:

<https://www.kcl.ac.uk/study/widening-participation/ofs>

The Associate Director of Social Mobility & Widening Participation has oversight of the APP. Reporting will be via a newly constituted Social Mobility steering group and to the university senior management for activity relating to Vision 2029 delivery and to Council for activity relating to academic policies and practice. Decisions on specific areas will be taken at the appropriate level. For example, changes to contextual admissions will be overseen by the Marketing, Recruitment and Admissions group in the first instance.

Annex 2: Condition B update: Quality and Standards

This part of the ongoing conditions continues to be demonstrated by the OfS conducting desk-based research, using public information such as HESA data, OIA complaints data, and NSS results to assess whether we continue to meet their benchmarks.⁹ If the OfS determine we are not meeting their benchmarks, or there is a concern in our meeting the conditions of registration, then there are a series of measures that the OfS may use. While it is assumed that we will not be required to hold a review in the immediate future regarding non-compliance with OfS conditions of registration, we are expecting to hold a “readiness” check for the College’s new Integrated Degree Apprenticeship: MSc Clinical Pharmacology, where the College is due to be the End-Point-Assessment for the apprenticeship. This check will be undertaken by the OfS and timescales are expected to be communicated to the College in the autumn term.

Following their announcement in July 2022, the QAA stepped down from the Designated Quality Body (DQB) role after the 31st March 2023. The OfS are currently acting as the DQB and are undertaking any quality and standards assessments. To help them undertake these assessments the OfS have recognised the importance of independent academic judgement and have therefore recruited a pool of independent academic assessors to help them form a regulatory decision about a provider’s compliance with the OfS quality and standards conditions of registration. These academic assessors are expert practitioners drawn from a broad range of providers with varied subject specialist expertise. However, there is still unease felt with the OfS taking on this interim DQB role, which has been iterated in a recent House of Lords review of the OfS:¹⁰

“It is not clear whether the OfS has or will be able to develop the capability to take on the DQB role smoothly. It is clear, however, that the OfS does not have the confidence of the sector in providing an impartial assessment of quality and standards. The current situation has the potential to be both impractical and a threat to academic independence”¹¹. (Paragraph 239)

This unease stems not only from the ability of the OfS to undertake independent reviews, but that these reviews may still be seen by our international partners as a move away from European Standards Guidelines. It is hoped that with the House of Lords review and recommendations, the OfS will review its interim role as DQB and step down, reinstating the Quality Assurance Agency for Higher Education.

Following the substantial consultation undertaken in 2022 around the Quality and Standards Conditions of Registration a mapping exercise was undertaken to demonstrate how King’s continues to meet these revised conditions, identifying any gaps and/or actions to be completed.¹² The following provides an update on those identified actions to be taken:

- The 2022/23 annual report to Council on how we continue to meet the OfS Conditions of Registration was extended to include all provision of the College, including Postgraduate Research and our validated partners (RADA and Inns of Court College of Advocacy). This current report also includes all provision of the College.
- A discussion was held at the July 2023 meeting of the Programme Development and Approval Sub-committee regarding co-delivery of modules where teaching of two different levels of modules are combined. It was agreed that the best practice is to separate the teaching of the different levels

⁹ <https://www.qaa.ac.uk/reviewing-higher-education/quality-assurance-reports/King-s-College-London>

¹⁰ <https://publications.parliament.uk/pa/ld5803/ldselect/ldindreg/246/24602.htm>

¹¹ https://publications.parliament.uk/pa/ld5803/ldselect/ldindreg/246/24612.htm#_idTextAnchor195

¹² This mapping exercise was reported to the Academic Standards Sub-Committee (paper ref: ASSC: 21/22:77) and College Education Committee (paper ref: CEC: 21/22: 110) in June and July 2022 respectively.

and for those programmes who are still co-delivering teaching this should be revisited at the earliest opportunity.

- Periodic Programme Reviews recommenced (having been paused during the pandemic) in 2022/23 and those aspects identified to be included in reviews has been added to the guidance document on how to conduct these reviews.
- Discussions around our grade profiles has been had at Faculty Assessment Boards and the Academic Standards Sub-Committee and these profiles are being kept under review.
- The reference regarding keeping student assessment for 5 years+ is still being deliberated by the OfS. A Task and Finish Group was established to review this requirement in March 2023, and we await the result before we consider what action we may need to take.

Assurance can be given that King's continues to review its quality assurance processes, ensuring compliance with external regulatory developments and the following work completed during 2022/23 demonstrates this commitment to continue to meet the conditions of Condition B: Quality and Standards for all students:

Condition B1: high academic experience

King's procedures, policies and regulations, alongside our services available to students, provide this high-quality academic experience for all our students, regardless of which level of study they undertake. For our validated provision, annual monitoring meetings and periodic programme reviews are held to review and confirm the quality and standards of the programme being managed by our partners, and we receive external examiners reports for all provision (including validated provision) providing us with additional assurance that our programmes continue to be up-to-date, provide an educational challenge, are coherent, effectively delivered and develop students in their chosen subject.

During the year the OfS announced a review of blended learning and in October 2022 the review report was published and the OfS issued a report outlining their regulatory views based on the findings of the review. A summary of the report was considered by the College Education Committee (paper ref: CEC: 22/23: 81) along with recommendations including programmes which have blended learning to consider the review report when undertaking programme reviews. Additionally, for the Student Consumer and Protection Board, reporting to the Programme Development and Approval Sub-Committee, to review the information published on prospectus webpages and CMA sheets to ensure appropriate information is being given to students. This was discussed at the May 2023 meeting of the Board and the marketing team were to confirm their awareness of this requirement from OfS going forward (paper ref: SCPB-2023-05-22-2M).

The following aids the College in meeting this condition:

- King's Academy provide training to staff to enable them to design module and programmes that are of a high quality and that the achievement can be reliably assessed.
- Our comprehensive procedures, policies and regulations provide a checking mechanism that our taught programmes (including apprenticeships) have this high-quality academic experience e.g. programme approval process with external input, annual monitoring, periodic programme review (with external input), external examiners. Programmes that are accredited by PSRBs will also have this checked via their re-accreditation visits/submissions, which are reported to College Education Committee.
- When programmes are developed, they have to develop their programmes in accordance to:
 - Framework for Higher Education Qualifications (FHEQ)
 - Subject Benchmark Statements
 - PSRB requirements (where applicable)
 - QAA Characteristic Statements
- New research programmes are approved via Postgraduate Research Students Sub-Committee, with relevant academic expertise approving the programme.

- For PGR students: research skills courses are available to students throughout their study: <https://www.kcl.ac.uk/research/support/professional-development> thus assurance can be given that “coherence” section for PGR students is appropriate.
- Our College Marking Framework includes marking criteria that covers “technical proficiency in the English language” and our expectations, noting *Generic/Transferable Skills including Professional Competencies Employs a range of enabling skills and competencies, including: effective communication in a range of multi-media formats (including structure, accuracy of grammar and awareness of audience/genre within discipline-specific outputs)*. Additionally, we have high admission requirements for English language for all our programmes.
- There is also a system in place to identify students with certain learning disabilities that may be impacted by this condition. Where students have self-declared with these learning disabilities, markers will then take this into consideration when they mark.

During 2022/23 the following work around education, to help provide our students with a high-academic experience and enable a student’s achievement to be reliably assessed in future year, were reported to College Education Committee and Academic Board (where appropriate):

- Strategy 2026 was developed with the following 4 goals: Enabling Student Success; A Thriving King’s Staff Community; Sustainable Research and Innovative Education; and Knowledge with Purpose: Service and Impact. To help with this the Student Success Transformation Programme (SSTP) has been reviewed and the proposed approach for the SSTP work went to Council in June and September, with the full proposal going to their meeting in November 2023. The two areas the SSTP are looking to address are: 1. Student experience gaps. 2. Systematic organisational barriers to student success.
- Flexible curriculum: an update was provided at the March 2023 meeting, providing information on the key-stone modules and noting that an Interdisciplinary Education Project Board had been established to have oversight of the progress of the flexible curriculum.
- King’s First Year: a decision was made in May 2023 to pause the work on King’s First Year. While the module had been launched in 2022/23 the student engagement with the module declined as the year went on. Feedback was sought from students, and while those who continued to engage with the module found the teaching excellent, concerns raised by the students regarding the module being in addition to their 1st year studies, not being included in the degree classification, and not being linked to their subject area meant a decision was made to pause the module while a review is undertaken, with lessons learned to be aligned with the flexible curriculum project.
- The new UG progression and award regulations were implemented for first year students. The year has been spent in making necessary changes to the student record system (SITS) to make these regulations automated in our systems. A new Assessment Sub-Board “assessment booklet” was devised for King’s Business School and the Faculty of Life Science and Medicine to pilot in assessment period 3 and lessons learned are now being reviewed.
- An interim report was received on the practice and resources of personal tutoring across the College (paper ref: CEC: 22/23: 73), focussing primarily on Undergraduate provision. Included in the report was the pilot being undertaken by King’s Business School who have employed two UG Faculty Tutors who sit within the Student Experience team. These are not academic roles, and they are not involved in teaching team but they are “tutors” in the sense of engaging directly with students on all non-academic matters.
- A working group has been established to review our policy and practices around mitigating circumstances. The work of the group is continuing into 2023/24, but considerations to date have included the use of evidence for specific circumstances and updating staff and student guidance for 2022/23.
- An update was provided on the Inclusive Education Strategic Plan 2022 – 2026 (paper ref: CEC: 2223: 80) outlining the vision and mission for the work of the next four years, along with key priorities and specific activities to be undertaken.

- Discussions have been held during the course of the academic year regarding the development of AI technology (specifically ChatGPT) and Academic Board established a working group led by the Vice Principal Education and Student Success and Executive Dean of Dickson Poon School of Law to review this technology and how King's can best use it. A separate working group has been established under College Education Committee, being led by King's Academy, looking at producing some guidance to staff regarding possible approaches to be used.
- Approved a Social Mobility and Widening Participation Strategy 2022 – 2025, which set out how King's will achieve its Access and Participation Plan targets (paper ref: CEC: 22/23: 31).
- A proposed approach to improved learning environment was discussed at the May meeting of College Education Committee (paper ref: CEC: 22/23: 95). A set of learning environment principles were put forward for discussion and updates will follow at later meetings.
- Updates to policies around Support for Study, Student Engagement and Attendance, and Admissions were also put through for approval during the academic year.

For research degrees, during the pandemic online viva examinations were introduced. The Research Degrees Examination Board (RDEB) agreed in June 2022 that the option for online and hybrid examinations should remain to offer as much flexibility as possible. Face-to-face examinations are on the rise fully remote examinations had decreased. Hybrid examinations are used in emergencies. To ensure compliance supervisors are still required to complete the oral examination consent form before online or hybrid viva can take place.

Student's Academic Experience

Students' academic experience is monitored by King's via student surveys, including the National Student Survey, Postgraduate Taught Experience Survey and Postgraduate Research Experience Survey. The following outlines the response we had with these student surveys that ran during 2023:

National Student Survey (NSS) 2023

The NSS underwent a review prior to the 2023 survey being launched, resulting in a different format which has led to significant changes in both the survey design and the publication methodology. The most notable changes in design include:

- the removal of the overall satisfaction question,
- the introduction of new questions on freedom of expression and mental wellbeing services, and
- the use of direct questions which no longer include a 'neither agree nor disagree' option.

These changes have meant latest results cannot be comparatively compared to previous years, however, to try and contextualise the results, the changes in King's position relative to the Russell Group and the sector has been assessed.

From the results, the following is noted:

- Our position in the Russell Group remains unchanged at 19th place.
- Our average positivity score is 75%.
- Teaching and Learning and Learning Resources continue to be areas of strength for King's.
- Academic Support has seen a positivity score of 81%: a significant uplift relevant to the sector.
- The new question concerning Freedom of Expression showed that 83% of our students feel free to express their ideas, opinions, and beliefs during their studies.
- King's remains below the sector average for each section of the survey, however in the majority of cases the negative variance has reduced indicating a closing of the gap.
- The Faculty of Nursing Midwifery and Palliative Care has shown particularly strong improvements relative to both the Russell Group and the wider sector.
- Organisation and Management and Assessment and Feedback remain low performing areas at 67% and 68% positivity scores respectively.

- Organisation and Management however has reduced its score against the sector from 9% to 4% difference. Likewise Academic Support has reduced from 8% behind the sector to 3%. In contrast, the gap between King's and the sector for Assessment and Feedback remains largely unchanged at 10%.
- The comparison between King's and the Russell Group shows King's tending to be 2 – 3% below the Russell Group average in each section. Organisation and Management has more significant variance at 7% below the Russell Group average.
- Three faculties (King's Business School, Law, and Institute of Psychiatry, Psychology and Neuroscience) have exceeded the sector average, and six faculties have exceeded King's average (King's Business School, Law, Institute of Psychiatry, Psychology and Neuroscience, Social Science and Public Policy, Nursing, Midwifery and Palliative Care and Arts and Humanities).
- The Faculty of Dental and Oral Craniofacial Sciences continued to be the faculty with the lowest results but the score in absolute terms has increased, although the move to a four-point scale has helped in this regard.
- Nursing, Midwifery and Palliative Care achieved the biggest improvement of any faculty moving a couple of percent above the university average, whereas last year it was quite significantly below.
- The Faculty of Life Science and Medicine had been steadily improving its NSS score over recent years, but unfortunately has fallen back in the most recent results.
- The Faculties of Arts and Humanities, Natural, Mathematical and Engineering Sciences, and Social Science and Public Policy has remained pretty much unchanged compared to last year.
- The variation in faculty scores is most notable in the sections on Organisation and Management and Student Voice. For Organisation and Management scores range from a high of 87% down to a low of 20%. The highest scoring faculty in this section was King's Business School, which was 11% than the second placed faculty. Student Voice results range from 77% to 38% but there is more of a cluster of high results, with three faculties achieving a positivity score above the sector average.

Institution level NSS results have tended to be distributed within quite a narrow range, meaning that a small percentage change could have a significant impact on an institution's ranking. The distribution of results is even more compressed in the latest results, with 8% separating the top ranked Russell Group institution (Warwick with 83% for its average question score) and the bottom ranked Russell Group institution (Edinburgh with 75%).

In relation to how the OfS views the NSS results, institutions are given benchmarks to be assessed against. The following section indicates how King's data relates to the OfS benchmarks set.

The data provided by the OfS introduced summary of results by theme as follows:

- Theme 1: Teaching on my course
- Theme 2: Learning opportunities
- Theme 3: Assessment and Feedback
- Theme 4: Academic Support
- Theme 5: Organisation and Management
- Theme 6: Learning Resources and
- Theme 7: Student Voice

Each theme was given an overall positivity measure, a benchmark and whether we were above, inline or below that benchmark, as follows¹³:

¹³ None of our results meant we were above the benchmark

Theme 1: 83.3% overall positivity result against a benchmark of 84.1%, resulting in us being broadly in-line with the benchmark (99.9%).

Theme 2: 77.7% overall positivity result against a benchmark of 80.5%, resulting in us being in-line with the benchmark by 34.6% but pre-dominantly below the benchmark (65.4%).

Theme 3: 68% overall positivity result against a benchmark of 73.7%, resulting in us being completely below the benchmark (100%).

Theme 4: 80.6% overall positivity result against a benchmark of 82.7%, resulting in us being broadly in-line with the benchmark (77.3%) but 22.7% was below the benchmark.

Theme 5: 66.7% overall positivity result against a benchmark of 72.3%, resulting in us being completely below the benchmark (100%).

Theme 6: 85.1% overall positivity result against a benchmark of 86.7%, resulting in us being broadly in-line with the benchmark (94.9%).

Theme 7: 66.5% overall positivity result against a benchmark of 71.6%, resulting in us being completely below the benchmark (100%).

The highest scores received in individual questions were:

Q1: How good are teaching staff at explaining things? 89.7%

Q20: How well have the library resources (e.g., books, online services and learning spaces) supported your learning? 89.2% and

Q3: How often is the course intellectually stimulating? 87.3%

The lowest scores received in individual questions were:

Q14: How often does feedback help you to improve your work? 60.2%

Q17: How well organised is your course? 64.4%

Q10: How clear were the marking criteria used to assess your work? 65.5%

This is demonstrating, for another year, how poor our students experience is relating to assessment and feedback and organisation and management, and while the Student Success Transformation Project and the assessment project to be undertaken in 2023/24 will help with these areas of poor performance, the expected results of these projects will be a few years before we see an expected uplift in NSS results.

Postgraduate Taught Students Survey (PTES) 2023

Indicator	Result	Benchmark (average across Russell Group)	Benchmark against sector	RAG ratingⁱ
PTES 2021 overall satisfaction	71%	72%	78%	
PTES 2022 overall satisfaction	81%	81%	82%	
PTES 2023 overall satisfaction	83%	82%	87%	

The 2023 PTES results show an increase in satisfaction over the previous years, with Overall Satisfaction increasing by 2% to 83% from 2022, and 12% from 2021. After the significant drop in the 2021 results, for both King's and the Russell Group more generally, satisfaction levels largely recovered last year. The latest results show satisfaction increasing further for the majority of faculties and across significant sections of the survey including Teaching and Learning, Engagement and Skills Development.

There have been some decreases in satisfaction compared to last year, with the biggest drops seen in the sections on Assessment and Feedback, and Dissertation or Major Project, with both decreasing by 2%.

The sections where King's achieves the highest levels of satisfaction continue to be Teaching and Learning, and Resources and Services.

There continues to be some substantial gaps in satisfaction between different demographic groups, although in a number of cases the gap has narrowed quite significantly compared to the last two sets of results.

The gaps in Overall Satisfaction are most significant when looking at disability (6% in the two-way split) and ethnicity groups (16% in the nine-way split). Six of the faculties saw an increase in Overall Satisfaction and an increase in the average score across all survey questions compared to last year. Four faculties achieved an increase of 5% or more in Overall Satisfaction – Arts & Humanities, Faculty of Dental and Oral Craniofacial Sciences, Law, and Institute of Psychiatry, Psychology and Neuroscience, and for the third year in a row King’s Business School had the highest level of Overall Satisfaction and achieved the higher satisfaction rate in seven of the other nine survey sections (with Faculty of Nursing, Midwifery and Palliative Care topping the other two – Assessment and Feedback and Resources and Services).

Results by faculty and survey section continue to show some significant variance, none more so than the sections on Assessment and Feedback, and the new section on Community. However, greater uniformity is seen in the faculty results for Teaching and Learning, Resources and Services, and Dissertation or Major Project.

Three faculties achieved an increase in satisfaction rates across every section of the survey (Arts & Humanities, Faculty of Nursing, Midwifery and Palliative Care and Institute of Psychiatry, Psychology and Neuroscience). The biggest increases were seen in Institute of Psychiatry, Psychology and Neuroscience where Skills Development, Organisation and Management and Overall Satisfaction each increased by more than 8%.

The individual questions with the highest satisfaction rate tended to come from the Teaching and Learning and Resources and Services sections, with the top three scoring questions including “Staff are enthusiastic about what they are teaching” with 91% and “Staff are good at explaining things” at 90%.

The questions with the lowest satisfaction related to the Students’ Union, although the most common response was “neither agree nor disagree”.

The questions with highest percentage of respondents actively disagreeing tend to relate to the Community section. The question with the highest disagree rate was “there have been sufficient opportunities to interact with other PGT student” with 25% disagreeing.

The Resources and Services section, which went from being the lowest scoring area of the higher in last year’s results, continues to be the area with the highest level of satisfaction. Teaching and Learning results continues to be an area of comparative strength having consistently been one of the two top sections in the survey over the last five/six years.

This year’s PTES saw the introduction of a new section on Community, with the questions covering similar areas to those in the NSS Learning Community section. The satisfaction for this new section is very low at 58% (which is close to the 2022 NSS figure of 62.8%). Whilst the low satisfaction reflects that a comparatively high proportion of respondents are selecting neither agree nor disagree, these are also the questions with the highest proportion of respondents actively disagreeing with the statement.

Postgraduate Research Experience Survey (PRES)

The Postgraduate Researcher Experience survey take place every two years and is the only national survey. The survey has questions grouped into ‘themes’ asking questions covering the full range of the research student experience.

General summary

- The 2023 PRES Survey, with the responses of 1667 research students giving a response rate of 43% (the highest response rate achieved for the survey since 2015), show an increase in overall satisfaction (+4%) from 80% in 2021 to 84% in 2023.
- Satisfaction has broadly increased for the majority of survey themes including Supervision, Resources and Services, Professional Development, Supervision and Support. The most significant increases were for Resources and Services (+5%) and Professional Development (+3%).
- Some themes have shown decreases with the most significant being the Progression theme (-2%) and Responsibilities (-3%).
- King's response to 'As a result of my research degree programme I feel better prepared for my future career' at 81% is well above the Russell and London grouping averages.

PRES benchmarking summary

It is important to note with the benchmarking data that King's 2023 response rate is significantly higher than the average response rate for the two groups we requested benchmarking against, the Russell Group and London grouping.

King's College London	Global	Russell Group	London
1671	37661	19732	9425
3888	124728	68943	26478
43.0%	30.2%	28.6%	35.6%

-

Key areas to improve and next steps

For Centre for Doctoral Studies

- It is clear that there is space for improvements in the content and structure of the induction, especially to include more explanation of and scope for some additional information events for those later in their course about the processes and procedures around submission and final examination. Look to see if there is additional information that would be useful for students who are new to research to have at the start of their course such as those from minority groups.
- Look at identifying any gaps in the current training programme, such as around data science training, and add or modify courses to include this.
- Review the supervisor masterclasses to look if there is space to discuss managing groups and ensuring that supervisors are holding discussions about students skill development and how to find details of what is available.
- Look to hold additional feedback sessions with focus groups of students to discuss what actions or activities would most improve the PGR community. Is this a question of needing space or encouragement for students to work on campus with associated activities taking place, more flexible or hybrid activities to better include PT students.
- Review how disabled students access support and whether core activities such as training are as accessible to all students as possible.

For faculties/schools/departments

- Review procedures for students reporting issues with staff and ensure that students are clear on how to do so, what the processes are and that students are not making a decision about attempting to cope with unacceptable behaviour from staff in order to avoid impact on future careers.
- Look at how research activities are being structured and whether this is making it harder for PT and disabled students to be included.
- Look at what guidance is available for upgrade process and final submission (and guidelines on formatting).

Validated partners

When considering survey responses from our validated partners, we can report the following:

NSS 2023:

The data provided by the OfS introduced summary of results by theme as follows:

- Theme 1: Teaching on my course
- Theme 2: Learning opportunities
- Theme 3: Assessment and Feedback
- Theme 4: Academic Support
- Theme 5: Organisation and Management
- Theme 6: Learning Resources and
- Theme 7: Student Voice

Each theme was given an overall positivity measure, a benchmark and whether we were above, inline or below that benchmark, as follows:

Theme 1: 92.4% overall positivity result against a benchmark of 88.7%, resulting in RADA being 59.5% above the benchmark, 29.8% in line, and 10.7% below the benchmark.

Theme 2: 89.4% overall positivity result against a benchmark of 85%, resulting in RADA being 63.9% above the benchmark, 25.8% in line, and 10.3% below the benchmark.

Theme 3: 81.1% overall positivity result against a benchmark of 82.4%, resulting in RADA being 27.2% above the benchmark, 30.9% in line, and 41.9% below the benchmark.

Theme 4: 91.7% overall positivity result against a benchmark of 87.4%, resulting in RADA being 63.4% above the benchmark, 27.4% in line, and 9.2% below the benchmark.

Theme 5: 45.8% overall positivity result against a benchmark of 68%, resulting in RADA being 99.6% below the benchmark.

Theme 6: 64.8% overall positivity result against a benchmark of 78.3%, resulting in RADA being 95.4% below the benchmark.

Theme 7: 70.4% overall positivity result against a benchmark of 72.4%, resulting in RADA being 25.4% above the benchmark, 27.1% in line, and 47.4% below the benchmark.

The highest score questions were:

- Q01: How good are teaching staff at explaining things? (100%)
- Q15: How easy was it to contact teaching staff when you needed to? (97.2%)
- Q13: How often have you received assessment feedback on time? (97.1)

The lowest score questions were:

- Q19: How well have the IT resources and facilities supported your learning? (37.1%)
- Q17: How well organised is your course? (44.4)
- Q18: How well were any changes to teaching on your course communicated? (47.2%).

Some of these low results were also experienced last year, and at the annual meeting on 24th March 2023, discussions were had on what could be the reasons behind these results and action to be taken, with the following noted:

- A review of the assessments was being undertaken as they had simplified the method of providing feedback and acknowledge that there may not be enough detail provided for students.
- Their resources, including IT, is a big problem for them as it was difficult for the institution to purchase and maintain equipment, since their budget is focused on teaching. They have now started to set up depreciation tables to track how and when equipment is maintained and ensure funds are in place to replace equipment where required. They have to acquire finance through industry to support their resourcing requirements and although they had managed to replace some student equipment and computers, they had ongoing issues with Wi-Fi access, and they were still recouping losses incurred during the pandemic, so were cautious about spending money. However,

they were putting in place a business growth plan for the next five years that they hoped would help them to manage these financial demands.

- There was reflection on the changes to staffing at senior management level and timetables had impacted their scoring in the previous year in the NSS survey results, with the Technical students experiencing a period of instability because of staffing. It looked in 2022 as if this has continued, but they were reviewing the situation including increased dialogue with students that they noted had been appreciated by the students and changes to the programme structure and delivery of the technical programmes.

During the periodic programme review RADA are due to hold during 2023/24 these NSS results and what action (if any) is being taken in light of them will be discussed, but it should be noted that RADA's cohort is relatively small so may have some impact on the results.

ICCA do not have any undergraduate programmes that King's validates so do not participate in the NSS.

PTES 2023

PTES is currently a voluntary survey so not all institutions participate in the survey, and this is the case for our validated partners: ICCA haven't as yet participated due to the timings of the surveys would have meant a small cohort would have been surveyed so the data would have been meaningless for them; and RADA have such small cohorts in their Masters programmes that they deem the data would be too small to be meaningful so do not participate in the survey.

At the annual meetings with both validated partners student feedback is an area discussed, and where the partner may not be participating in sector surveys, then other mechanisms for getting feedback are reviewed.

Condition B2: Resources, support and student engagement

Assurance can be given that King's adheres to this condition for all its programmes (taught and research), via the following mechanisms¹⁴:

- Personal tutors
- Supervisors
- Learning support via the library, disability team, including consideration of personalized examination arrangements
- Pre-sessional courses to aid with improving academic English language
- Careers and Employability
- Mitigating circumstances process
- Feedback policy
- For international students a student support service is available to them
- The widening participation team provides support to potential students who face barriers to enter higher education by equipping them with relevant skills
- IT resources
- Study spaces
- Centre for Doctoral Studies (PGR support)
- Research Skills Development team (PGR)
- Processes for managing student misconduct cases.

¹⁴ The OfS notes that counselling and well-being are not included in this condition as these account for non-academic support.

For those programmes with validated provision, resources and support available to students is considered as part of the approval of the validation, and then checked via annual meetings with the partner and via periodic programme review. For RADA, their next periodic programme review is to be held in 2023/24.

For those programmes delivered with other partners e.g. joint/dual awards, the resource and support available are considered during the approval process of the partner and checked via periodic programme review, and the process for renewal of Memorandum of Agreement with the partner (every 5-years).

Staff recruitment ensures that staff hold the appropriate qualifications to be academic staff, while also having a stringent promotions process considering experience and qualifications of staff too.

The revised OfS condition of registration has expanded its references on resources and support available to students and assurance can be given that King's covers the following examples cited by OfS:

- “academic misconduct” includes presenting work for assessment that is not work of the student being assessed and includes but is not limited to the use of services offered by an essay mill. This is covered by the [Academic Honesty and Integrity Policy](#) and by the [Community Charter](#) that considered the [QAA Academic Integrity Charter](#), which King's signed up to in November 2020.
- Staff are appropriately qualified – which forms part of the job descriptions and is discussed during PDR's.
- Appropriate physical and digital learning spaces e.g. laboratory space, technical resources for subjects such as engineering, and performance space for subjects such as music. Included in this is the appropriate hardware and software for students to undertake and complete their studies, and reliable access to the internet, with a “robust technical infrastructure”.
- Academic support for students including providing advice on future study choices on and providing support on placements.
- Support for students to avoid academic misconduct, along with advice about the consequences of academic misconduct. This is covered by the [Academic Honesty and Integrity Policy](#) and by the [Community Charter](#) that considered the [QAA Academic Integrity Charter](#), which King's signed up to in November 2020.
- Careers support for student including advice and guidance to help students identify their capabilities and the way in which these may be suited to particular careers.
- Research students have [training opportunities](#) to help develop their skills.

This condition also covers “engagement” and assurance can be given this is met via:

- Student reps are members of Faculty committees and they are representatives on Academic Board and Collaborative Provision Sub-Committee. KCLSU sabbatical officers represent all students on those sub-committees stemming off of Academic Board and sit on Council too.
- Student's feedback is collated via: SSLC meetings, student forums, Students 100 panel (and Faculty equivalent), module evaluations, and national student surveys (NSS, PTES and PRES).

Condition B3: Student Outcomes

As part of the revised condition of registration for Student Outcomes, the OfS produces a set of indicators that providers are required to meet to demonstrate them meeting this specific condition of registration (the indicators relate to continuation, completion, and progression (that is students going into managerial and professional employment or higher-level study)). The OfS make a judgement that a provider has achieved positive outcomes for its students, if the provider's outcome data for each of the indicators and split indicators are at or above the relevant numerical thresholds set by the OfS. If a provider's outcome data is not at or above the numerical thresholds, the OfS will consider whether the context in which the provide is operating nevertheless justifies the provider's outcomes, in that they nevertheless represent positive outcomes for its students.

The OfS evaluates provider performance against the threshold values to determine they we are meeting registration condition B3, and undertakes thematic reviews based on the dashboard and during 2022 and 2023 twenty higher education providers were picked to review their outcomes against¹⁵ – King’s was not part of the sample picked for 2022 as our outcomes were above the numerical threshold in this thematic review, and we have yet to hear about the 2023 thematic reviews:

2022

Student Outcomes measures	Continuation Completion Progression
Mode of Study	Full Time
Levels of study	First Degree Postgraduate Taught Masters’
Specific split indicators to be used	Subject: Business and Management Subject: Computing Subject: Law Subject: Psychology Subject: Sociology, anthropology and social policy Subject: Sport and exercise sciences Subject: History and archaeology

2023

Student Outcomes measures	Continuation Completion Progression
Mode of Study	Full Time
Levels of study	First Degree Other undergraduate
Specific split indicators to be used	Other undergraduate: Level 5+ Other undergraduate: Level 4 First degree with integrated foundation year, subject to updated analysis of performance before the next assessment cycle Specific split indicators relating to student characteristics, to be decided following outcomes of the OfS’s consultation on access and participation plans Specific split indicators relating to subject, to be decided following updated analysis of performance before the next assessment cycle

Currently this condition of registration excludes transnational education (TNE) programmes, so our programmes with international partners are currently outside this condition, however OfS are working towards including these programmes and a consultation is currently being undertaken, via HESA. The intended outcomes from the consultation are expected to be implemented for 2025/26.

¹⁵ [Prioritised categories for the 2022 and 2023 assessment cycles \(officeforstudents.org.uk\)](https://www.officeforstudents.org.uk/prioritised-categories-for-the-2022-and-2023-assessment-cycles)

Link to periodic programme reviews

In 2022/23 the College introduced a revised process for periodic programme reviews. Currently, while reviews will continue to be run on a 6-year cycle, a mechanism for early intervention has been introduced. This involves an annual meeting being held to review the OfS data with the indicators that the OfS will provide us, and where there may be concerns where the data is indicating performance below the benchmark, consideration will be had on whether an earlier programme review is required to take action in improving the metrics. Annual reports will be considered alongside the OfS metrics to determine whether appropriate action has already been identified but impact from the action is not expected to be seen just yet. Where it is deemed early intervention is required, the faculty will be advised that they are required to complete a programme review in that academic year. However, at the October 2023 meeting of College Education Committee, a discussion was held on NSS/PTES strategy and further deliberations on how to manage early interventions are to be held, as it is deemed that the College would unlikely fall foul of the OfS B3 Student Outcomes metrics, so how we should manage NSS/PTES results needs further consideration.

For 2022/23, analysis was undertaken following the publication of the Student Outcomes dashboard and was shared with the Vice Principal Education and Student Success in February 2023, noting the following:

- King's is above or in line with OfS thresholds and weighted benchmarks for all student outcome measures across all full-time levels of study.
- All full-time subject areas are also above or inline with threshold values.
- 8 full-time subject areas (from various levels of study) are below their weighted benchmark.
- For part-time students, King's is above or inline with OfS thresholds and weighted benchmark for all levels of study except Other Undergraduate¹⁶.
- Part-time Other undergraduate students are below the threshold for continuation and below the weighted benchmarks for continuation and completion – this is due to the HESA reporting mechanism for these programmes rather than being a concern.
- Four part-time subject areas are below the OfS threshold and one subject area is below the weighted benchmark.

Considering the above information, the Vice Principal Education and Student Success agreed that a meeting was not deemed necessary to be held for this academic year, but would be held in 2023/24, once the data has been refreshed and comparisons would be able to be undertaken.

Validated partners

Regarding King's validated partners, the dashboard notes the following:

Royal Academy of Dramatic Art (RADA)

- Continuation data is 100% above the threshold where able to be reported (some levels have too low denominator for there to be a threshold to meet).
- Completion data is 100% above the threshold for all relevant levels applicable.
- Progression data for Other UG is mainly above the threshold (96.7%), but for First degrees there is a split of 59.7% above the threshold but 40.3% are below the threshold and this is due to the specialist nature of the programmes.

Inns of Court College of Advocacy (ICCA)

Due to the ICCA being fairly new in running their programmes the only data available for them on the dashboard relates to continuation and they are 100% above the threshold.

¹⁶ These are free standing modules that due to how they are reported means we are below thresholds

Graduate outcomes survey

The results for the Graduate Outcomes Survey (GOS) for the 2020/21 leavers are:

- 43.4% response rate (in comparison to 46% response rate in 2018/19 and 53.69% in 2019/20). This survey continues to be operated centrally by HESA, so we are unable to engage with graduates directly when the survey starts, and therefore are unable to assist with encouraging engagement with the survey.
- This reflects the broader trend downwards in national responses since the new format survey launched but is also a fall of 10.22% from year-on-year in King's responses.

Of the approx. 5,470 student who completed the survey:

- 88% of respondents are in a form of work or further study (including part-time) – a drop of 3% and the lowest since the new GOS was implemented in 2017.
- 60% are in full-time employment – up 2% but down by the national trend, with 10% in full-time study (down 1%).
- 79% are in some form of paid or unpaid unemployment (down 3% on national trend).
- Unemployment is down 1% (mirroring national trend and sitting on national average at 5%) alongside voluntary or unpaid work and those in full-time study (again on national trend), and a 2% fall in responses.
- The biggest shift is the 2% growth in responses classified as 'other' (which includes travel, caring, retirement etc) which may be expected at the height of the pandemic.
- King's total including this latter category is 94% (a fall of 1% on 2019/20).

Against the Russell Group, King's have dropped one place (from 6th to 7th) when reviewing the % of graduates in highly skilled work, despite an increase in our % by 0.32%. This same figure places King's as the last Russell Group institution to reflect a rise in our overall % rather than fall (between -0.11 and -1.30%), as was seen by seven institutions (Glasgow, UCL, QMUL, Imperial, Cambridge, Edinburgh and Oxford).

Condition B4: Assessment and awards

Following the revisions the OfS made to this condition of registration, and based on the examples provided by the OfS (that are not exhaustive), assurance can be given that King's meets the condition of registration as follows:

- "Academic misconduct" includes presenting work for assessment that is not the work of the student being assessed and includes, but not limited to, essay mills": student conduct and appeals have processes and regulations to cover this.
- "Assessed effectively": a course that is accredited by an PSRB and does not meet the requirements for assessment set by that body – PSRB accreditation reports provide this assurance, as do our External Examiner reports for all our taught programmes, including our validated partners.
- "Assessed effectively": the standardised marking criteria ensures that all students are marked according to the same criteria, and External Examiners are utilised to check that there is no differentiation in how students work is assessed.
- Assessments are not designed in a way that allows students to gain marks for work that is not their own.
- Our selection of External Examiners for research degrees preserves our academic rigour.
- Assessments cover the things it is meant to assess e.g., they assess the modules learning aims and outcomes and do not concentrate on just the material covered at the end of the module.
- Our marking practices do not differentiate students work where the same achievement is evidenced.
- Academic regulations are in place to ensure our awards are fair and equitable for all students. Rarely are the regulations radically changed that would result in students being awarded a higher classification. Where a major change to the regulations is proposed, most notably the degree algorithm, then a mapping exercise is undertaken to confirm that the change will not result in

advantaging or disadvantaging students (either past/current/future), and the new algorithm is kept under review to ensure there is no unseen consequence of the change – this is monitored via Academic Standards Sub-Committee.

- Our new (and previous) marking framework note how to take into consideration when marking students’ English language proficiency.

During 2022/23 the invigilated online examinations pilot continued, with 29,999 students completing invigilating online assessments in an examination hall, alongside students taking traditional assessments in an examination hall (110,133 total assessments delivered).

Awards review

King’s keeps an overview of degree outcomes via its Academic Standards Sub-committee and an annual report on good honours degrees, and PGT awards, is submitted to the Committee for consideration.

UG:

For 2021/22, the following table demonstrates how King’s compares against the Russell Group:

Indicator	Result	Benchmark (average across Russell Group)	RAG rating ⁱⁱ
Percentage of good degrees 2019/20	91%	89.8%	
Percentage of good degrees 2020/21	90.9%	91.0%	
Percentage of good degrees 2021/22	88.9%	88.2%	

While we have experienced a small drop in awarding of good honours (1.7%), this is showing a downward trajectory of awarding of good honours following the covid mitigations in place, but not yet a return to pre-pandemic levels of awards (in 2018/19 86% of good honours was awarded). In terms of the OfS and their “unexplained” grade inflation, the recent report published¹⁷ shows that our “unexplained” profile has slightly dropped to 9.5 percentage points (from 11.4 last year). Our awarding of 1st has also slightly dropped (42% awarded a 1st in 2021/22 vs 46% in 2020/21) but again this is higher than those awarded in 2018/19 (34%). See *External Examiners, page 31, for the reflections from the College Chief External Examiner regarding grade inflation.*

During this academic year Faculty Assessment Boards have received data pertinent to their faculty to review and discuss, and an overall discussion was held at the Academic Standards Sub-Committee at its meeting in May 2023, with the following noted:

- First class awards are 6 – 11% higher than in the 5 years prior to the pandemic.
- The College awarded 10% more first class honours and 11% more good honours than the sector average.
- BME students were awarded 11% fewer firsts and 6.5% fewer good honours than white students. The sector average for these awards was 12%.
- There had been a 7% increase in in the attainment gap for firsts and a 2% increase for good honours.
- There were discussions held around the limitations of the data e.g., the data does not cover all students due to how the data is reported to HESA, and this therefore makes it difficult for discussions to be had fully on the award profile of a cohort of students. These limitations of the data were also discussed at the first annual meeting of the College Chief External Examiner and Faculty Chief External Examiners.

¹⁷ [Analysis of degree classifications over time: Changes in graduate attainment from 2010-11 to 2021-22 - Office for Students](#)

- While appreciating the OfS has a threshold they use for reviewing awarding of good honours, Faculties would appreciate having a KPI¹⁸ for what King's expects to be the level of awarding good honours.

As part of the review undertaken early in 2022/23 relating to the Degree Outcome Statement, findings of some explanations of grade inflation in recent years was attributed to the mitigations in place for covid:

- In 2019/20, 2% of the students were upgraded to the next classification due to the safety net average.
- In 2020/21, 2% of students from across 16 programme cohorts benefitted from cohort mitigation measures.
- In 2020/21, 1% of students benefitted from the combination of the safety net and cohort mitigation.
- A move from timed exams taken in a traditional exam hall setting to online exams taken within a 24-hour window. Some faculties reported that this contributed to an increase in marks.
- A redesign of assessment formats, including the consolidation of assessments so as to manage overall volume and alternative assessment formats to ensure suitability for remote assessment.
- An enhanced process for mitigating circumstances and assessment deferrals, including the removal of the requirement for evidence. In 2020/21, 9070 undergraduate students submitted requests from 24,715 elements of assessment, and the acceptance rate of requests was 91%.
- In 2019/20, the application of the 'Safety Net' to students whose average from 15 March 2020 was lower than the average of their summative grades from earlier in the academic year, or from the previous academic year if appropriate.
- In 2020/21, cohort outcomes for each programmes were reviewed against the 3 academic years preceding the pandemic and where the 2020/21 average was found to be lower, grades were moderated upwards.
- Modifications to the 2% upgrade rule.

While we have a small number of students who have yet to complete their programme and therefore their final awards will be reviewed in light of covid mitigations, most students will no longer have these mitigations and thus we should be seeing more downward trajectory of awarding of good honours over the next few years.

Committee work relating to assessment

During 2022/23 the following assessment related work has been discussed at College Education Committee and Academic Board (where appropriate):

- Approved a substantially revised Degree Outcome Statement in October 2022, and then an updated statement in May 2023 (paper ref: CEC: 22/23: 17 and CEC: 22/23: 108).
- Considerations for a university-wide e-assessment platform (separate from TeamCo pilot), with further discussions to be had with the Executive Director Transformation – Education and Student Success.
- Discussed a proposal from the Assessment Working Group on 7 key assessment and feedback projects (CEC: 22/23: 49). It was noted while in discussion that a College Assessment Strategy needed to be developed in parallel with the 7 key projects outlined in the paper.
- A review of mitigating circumstances policy has commenced, with an update provided at the February and May 2023, with the May meeting putting forward some proposals on evidence requirements (CEC: 22/23: 98).

¹⁸ Key Performance Indicator

- Approved an Interruption to Study Framework, to help guide and support students and staff when a student needs to interrupt their programme of study for a period of time. While King’s has always had regulations around this, there wasn’t any guidance to help support students and staff understand what was required, this has now been rectified for 2023/24 (paper ref: CEC:22/23:59).
- Discussed a proposed approach to reviewing assessment and feedback practices with the aim to simplify our assessments. This work will commence in 2023/24 (CEC: 22/23: 70).
- Approved revisions to the Academic Regulations, including the Support for Study Policy and Procedure

Assessment Working Group

In 2022, an Assessment Working Group was restructured under the new leadership of Dr Jayne Pearson, Academic Lead for Assessment, and Senior Lecturer in Education (King’s Academy). The work discussed during 2022/23 included:

- Continuing the work with Assessment of Learning, with eight of the ten faculties mapping their current assessment priorities to the College’s principles of Assessment of Learning, identifying key areas of focus, success and challenges.
- The principles of Assessment of Learning were incorporated into processes for evaluating programmes (Periodic Programme Reviews and Continuous Enhancement Review).
- Provided some input into the College’s submission to the Student Mental Health Charter
- Reviewed the feedback regulations and suggested revisions for 2023/24.
- Commenced discussions on AI technology, including organising webinars/workshop at the Assessment Festival on this topic.
- Reviewed practice around oral assessments to help guide the College on new guidance for 2023/24.
- Introduction of Rubric Champions in faculties to help improve the feedback students currently receive.

PGT:

For 2021/22, the following table demonstrates PGT awards:

Indicator	Merit and Distinction Awards¹⁹
Percentage of awards 2021/22	91.8%
Percentage of awards 2020/21	91.1%
Percentage of 2017/18 – 2019/20	83.2%

While there is no benchmark comparison with the Russell group, the table above does show that there has been an increase of nearly 8% in awarding of merit/distinctions in recent years. Some of this can be attributed to the mitigations put in place for covid, including re-introducing the 2% borderline rule (which had been discontinued by the College back in 2013/14), and the readjusted assessment format to online (similar to UG programmes). A paper went to the Academic Standards Sub-Committee (ASSC: 21/22: 42) on the impact the 2% borderline rule had with the awards, and showed that there was a clear link to grade inflation with this rule, particularly with Distinctions and the report to the Committee noted “during both period, there was an increase in the number of Distinctions awarded when the 2% boundary rule was applied, with an average difference of 7.5% in the pre-Covid period and 13.4% during the Covid period”. The conclusion from this report, which gained approval from the Committee, was to remove the 2% boundary rule from 2022/23 and return to the rules pre-pandemic, as there had clearly been evidence of

grade inflation seen with this introduction, thus we expect to see some reduction in awarding of merit and distinction for 2022/23 onwards, but were not expecting to see a decline for 2021/22 awards.

PGR

For 2019/20 ,2020/21 and 2021/23 the following table demonstrates PGR awards:

	2019/20	Presented as % of overall awards	2020/21	Presented as % of overall awards	2021/22	Presented as % of overall awards
Final Awards	612		568		627	
First Time Passes	137	22%	129	23%	167	27%
One Month Corrections	17	3%	13	2%	10	2%
Minor Corrections (3 months)	343	56%	337	59%	405	65%
Major Corrections (6 months)	87	14%	70	12%	81	13%
Re-examination (18 months)	22	4%	17	3%	12	2%
MPhil Recommended	5	1%	1	0%	6	1%
Academic Fails	0	0	1	0%	2	0%

While there is no benchmark comparison with the Russell group, we are happy to report that year on year we have had increase on both first time passes and minor corrections, these are considered best results.

As a result of continued review and policies and practices for admissions, student progression and monitoring during the registration both at University and Faculty level we are seeing a decrease on Major corrections and Re-examinations.

However, in 21/22 year we have seen an increase on (six) MPhil only recommendations and (two) academic fails. Percentage of these outcomes is low, but the faculties and the Centre for Doctoral Studies takes these outcomes very seriously and is working with individual faculties to determine if these outcomes could have been prevented.

Validated partners

The following outlines the awards King's has granted under our validated provision (noting that both validated partners have their own set of regulations, including degree algorithms, that King's approves on an annual basis, but are therefore a different set of regulations to King's so there can be no comparison to King's own programmes):

RADA

CRSN	Award AYR	CLASS	Year Of Study started					Grand total
			2017/8	2018/9	2019/0	2020/1	2021/2	
Theatre Costume	2017/8	PD ²⁰						0
		PM						0
	2018/9	PD	3					3
		PM	1					1
	2020/1	PD		4	3			7

²⁰ Key: PM = Pass with Merit; PD = Pass with Distinction; P =Pass

CRSN	Award AYR	CLASS	Year Of Study started					Grand total
			2017/8	2018/9	2019/0	2020/1	2021/2	
		PM			1			1
	2021-2	PD				1		1
		PM				1		1
	2022-3	PD					2	2
		PM					1	1
Theatre Costume Total			4	4	4	2	3	17
Theatre LAB	2017/8	P						0
	2018/9	P	16					16
	2019/0	P		16				16
	2020/1	P	1		16			17
	(blank)	(blank)		1				1
	2021/2	P	1			17		18
	2022/3	P			1		18	19
Theatre LAB Total			18	17	17	17	18	87
ACTING²¹	2017/8	P						0
	2018/9	P						0
	2019/0	P	25					25
	(blank)	(blank)		2				2
	2020/1		1	27				28
	2021/2		1		23			24
	2022/3			1	3	15		19
ACTING Total			27	29	26	15	0	97
FdA Technical Theatre and Stage Management	2017/8	P						0
		PD						0
		PM						0
	2018/9	P	5					5
		PD	10					10
		PM	17					17
	2019/0	P		4				4
		PD		13				13
		PM		16				16
	2020/1	P		1	3			4
		PD			1			1
		PM			23			23
	2021/2	P			2	4		6
		PD				3		3

²¹ This is the only UG award of RADA and is only Pass/Fail – no classifications are awarded

CRSN	Award AYR	CLASS	Year Of Study started					Grand total
			2017/8	2018/9	2019/0	2020/1	2021/2	
		PM		1		9		10
	2022-3	P				2	8	10
		PD					5	5
		PM			1	1	14	16
Technical Theatre and Stage Management Total			32	35	30	19	27	143
BA Technical Theatre and Stage Management	2017/8	P	1					1
		PD	11					11
		PM	5					5
	2018/9	P		1				1
		PD		10				10
		PM		7				7
	2019/0	P						0
		PD		1	14			15
		PM			10			10
	2020/1	P				1		1
		PD				13		13
		PM				12		12
	2021/2	P				1	5	6
		PD					6	6
		PM					13	13
	2022-3	P						0
		PD						0
		PM					1	1
BA Technical Theatre and Stage Management Total			17	19	24	27	25	112
Grand total			98	104	101	80	73	456

From the above you can see, where the awards are available, the majority of students are awarded a Pass with Merit or Pass with Distinction, with a smattering of students receiving just a Pass. Bearing in mind these are specialists programmes, with small cohorts of students, the awards are as expected, and External Examiner reports provide this assurance as well.

In explaining some of the differences found in recent years awards the following is noted:

- In 2018/19 RADA updated their marking scheme for the Foundation Degree in Technical Theatre and Stage Management, BA in Technical Theatre and Stage Management and the PgDip in Theatre Costume.

- 2018-2019 was also the first year the 2-point discretionary uplift was removed for the BA Technical Theatre Stage Management programme, this was returned for the Covid Years and returned to no uplift allowed from 2021-2022.

ICCA

This validated provision only commenced in 2020/21 and therefore there is only two years of awards we can note:

	March 2021 (awarded September 2021)	September 2021 (awarded March 2022)	March 2022 (awarded August 2022)	September 2022 (awarded March 2023)
Part Two Enrolment	37	21	52	23
Interrupted Studies	2	0	0	0
Complete - Distinction	2	5	8	3
Complete - Merit	29	13	35	8
Complete - Pass	4	1	8	11
Complete - Fail	0	2	0	0
NA - Resits Pending	0	0	1	1

A similar picture can be found with these awards, with the majority of students receiving a Pass with Merit or Pass with Distinction. This programme is also a specialist programmes, with currently small cohorts of students, so the awards are as expected. The partner has advised us that they are expecting a higher number of students undertaking the programme moving forward so the award profile will be kept under review.

External examiners

King's continues to utilize external examiners in the ratification of awards, and as usual practice, external examiners are asked to submit an annual report, asking for their confirmation that academic standards have been met. The following table illustrates King's use of external examiners:

External Examiner reports 2021/22		RAG rating
Undergraduate		
Percentage of External Examiner reports received ⁱⁱⁱ	92% ²²	
Percentage of External Examiners who had received an induction ^{iv}	100%	
Confirmation of assurance that academic standards are met ^v	89% ²³	
Percentage of external examiner reports which include a concern on academic standards ^{vi}	11%	
Percentage of confirmation that Faculty made appropriate response to critical comments, approved by Chair of ASSC ^{vii}	80% ²⁴	

²² This is similar to last year's return rate, but during 2021/22 a number of universities were involved in strike action, which has had an impact on external examiners returning their reports

²³ Those concerns raised are noted below via the general themes summarised in overall reports submitted to the College during 2022/23

²⁴ This is lower than previous years, however staff have been participating in strike action, which has had an impact.

Postgraduate		
Percentage of external examiner reports received ^{viii}	85% ²⁵	
Percentage of external examiners who had received an induction ^{ix}	95% ²⁶	
Confirmation of assurance that academic standards are met ^x	92% ²⁷	
Percentage of external examiner reports which include a concern on academic standards ^{xi}	8% ²⁸	
Percentage of confirmation that Faculty made appropriate response to critical comments, approved by Chair of ASSC ^{xii}	79% ²⁹	

While there have been some improvements from previous year reports (notably PGT External Examiners having less concerns on academic standards), other aspects are of a similar %, or a decline, then previous years. Some of this can be equated to the strike actions undertaken throughout 2022/23, but responding back to External Examiners needs to be improved.

Assurance can be given though that External Examiners continue to endorse King's academic standards as equivalent to as or higher than comparable programmes in other Russell Group Universities and confirm that they are in line with QAA's *Framework for Higher Education Qualifications*.

Of those external examiners whose 2021/22 reports noted comments impacting academic standards, no one required a separate letter to the external examiner from the Chair of Academic Standards Sub-Committee (ASSC). As with all reports that have raised a concern on academic standards, the Chair of ASSC reviews the comment and provides a response within the report that is then returned to the external examiner with the remaining comments from the programme team.³⁰

General themes across 2021/22 external examiner reports were:

- Continued concern of open-book, online assessments impacting academic standards (specific subject areas, not across all subjects).
- Prevalence of plagiarism/collusion in certain assessment types, e.g., online assessments.
- Marking practices: volume of marking and quality and consistency of feedback.
- Continued concern of some grade inflation being seen in some subject areas – should be monitored and kept under review.
- The range of assessment methods and marking schemes were appropriate and suitable for the postgraduate level.

²⁵ This is similar to last year's return rate, but during 2021/22 a number of universities were involved in strike action, which has had an impact on external examiners returning their reports

²⁶ Though these External Examiners have noted not receiving an induction, there may have been some confusion as to whether the induction given was recognised as such. Clearer communication to our External Examiners on induction is therefore required.

²⁷ Those concerns raised are noted below via the general themes summarised in overall reports submitted to the College during 2022/23

²⁸ This is a vast improvement from last year where 20% of External Examiner had raised a concern

²⁹ This is lower than previous years, however staff have been participating in strike action, which has had an impact.

³⁰ As noted in overview reports submitted to Academic Board in December 2022 (AB-22-12-14-08.2) and June 2023 (AB-23-06-28-09.2)

- Marking schemes were described as challenging but fair and allowed excellent students to distinguish themselves.
- Need to enhance communication with External Examiners, particularly being timelier in correspondence.
- Provision of practical/clinical projects and placements are of a high standard.

In 2022/23 the College introduced new external examiners roles: a College Chief External Examiner role, who attended all Academic Standards Sub-Committee; and Faculty Chief External Examiners, who sat on Faculty Assessment Boards. Both new roles are aimed to assist the College and Faculties in holding strategic discussions about assessment and our grade profile, particularly in comparison to sector results, with the Chief External Examiner also being a critical friend in reviewing our Degree Outcome Statement.

An annual meeting was held with the Chief External Examiners in May 2023, and all Faculty Chief External Examiners have been submitting annual reports to the Academic Regulations, Quality and Standards team, where an overview report will be going to the first meetings of the 2023/24 academic year of the Academic Standards Sub-Committee, College Education Committee and Academic Board. The annual report received from the College Chief External Examiner in June 2023 noted:

- Good support from the Academic Regulations, Quality and Standards team, and the Chair of the Academic Standards Sub-Committee throughout the year.
- While there were initial issues with Faculty Assessment Boards (FABs) communicating dates of meeting with their Faculty Chief External Examiner this was resolved, however improved communications are required e.g., advising of dates set in advance (beginning of year).
- Faculty Chief External Examiners commented on the commitment and dedication of staff attending the assessment board meeting. They also noted how well run and efficient the meetings had been.
- All Faculty Chief External Examiners reported that the standards in each Faculty were consistent with the sector and the QAA benchmark discipline statements or Professional, Statutory and Regulatory Body (PSRB), where these applied.
- Faculty Chief External Examiners reported at the annual meeting that Faculties had good marking practices and worked hard to maintain standards.
- However, as has been reported in annual External Examiner overview reports, more can be done by programmes to make moderation outcomes more transparent and evidenced to external scrutiny.
- It is clear from the work of the Academic Standards Sub-Committee that processes to ensure consistency, rigour and fairness are constantly reviewed and developed. There is clear guidance around marking and the training needed to support GTA markers, mitigating circumstances are clearly monitored at College and Faculty level, there are developments taking place around assessment rubrics that are specific to the assignments set for each module, and processes around the administration of formal examinations are monitored and reviewed. There is a lot of commitment from staff at King's to constantly reflect and improve on processes.
- Regarding grade inflation, external examiners have given a view that the standards are comparable with other institutions, yet King's has a 10% higher than the sector number of good degrees, so is this about programme design, quality of teaching, support for students, characteristics of student intake, or an artifact of the OfS measuring process that derives a mean value across the sector? Taking this into account, do moves to reduce the number of good degrees to pre-pandemic levels make sense?
- It would seem that Kings is proactive in the way that it trains and develops external examiners in order to ensure that standards are consistent with the sector and externally validated.
- There has been significant ongoing industrial action. The Principal invoked the use of emergency regulations to ensure that a College-wide emergency was declared to allow progression and/or awards to continue when performance was disrupted, thus allowing the chair of Academic Standards Sub-Committee (ASSC) to:
 - Use alternative marking models or relax the rules within existing marking models (9.10)
 - Allow assessment to continue in the event that external examiners cannot fulfil their roles (9.11)

- Allow Assessment Boards to modify the method of assessment and/or relative weighting of assessments from those defined in the module specification (9.12)
- Allow students to progress and take assessments at a later date if they are unable to complete assessments due to the Industrial Action so long as this is permitted by Professional Statutory Regulatory Bodies (reg 9.13)
- Award rules remain in place and boundaries to grades cannot be changed or exceptions allowed (9.17)
- Research degree submission timelines could be extended (9.16) but the method of assessment remains via a viva (9.17)
- Additional provisions within the regulations allow for scenarios where ASSC or FABs are not quorate, or information is incomplete (9.14 and 9.15).

Marking and Assessment Boycott

As noted above the Principal invoked the use of the emergency regulations in November 2022 when industrial action was first commenced in 2022/23, with all taught External Examiners being informed of this in writing at the time the regulations were invoked. The regulations remained in place throughout the year due to the ongoing industrial action.

During the summer assessment period, a marking and assessment boycott was undertaken, and some programmes (not all) needed to make use of the emergency regulations. In using the regulations assurance was sought that the student's overall programme (and module where required) learning outcomes had been met, and that the final award continued to meet the OfS conditions of registration B4 (value of awards over time). Where the emergency regulations had been used, checks were undertaken to ensure the marks awarded to students were not differing to those from previous years, and where there were some slight differences additional checks of the student work was undertaken.

During 2023/24 a review of the academic regulations, including the emergency regulations, will be undertaken in light of the recent marking and assessment boycott, to clarify existing regulations but also to cover scenarios that the regulations may not cover e.g., where an Assessment Sub-Board and a Faculty Assessment Board are held but are not able to ratify results.

Condition B5: Sector-recognised standards

All King's programmes adhere to the *Framework for Higher Education Qualifications* (FHEQ), QAA Subject Benchmark statements etc, and this adherence is checked by Faculties via the use of external subject experts at the time the programme is given final approval, and via programme review. Guidance on this can be found in the Quality Assurance Handbook³¹. Additionally, external examiners (programmes and Chiefs) confirm in their annual reports that the programme under review adheres to these sector-recognised standard.

On reviewing and revising the College marking criteria consideration was had on the [QAA level 6 qualification descriptors](#), to ensure that we align, if not exceed, the expectations of the descriptors. External Examiner reports provide assurance of programme teams adhering to these revised criteria.

For research students, approval of new research degrees goes through Postgraduate Research Students Sub-Committee and again takes into account sector-recognised standards such as the FHEQ. External Examiners are appointed at the point of the thesis submission and viva, providing assurance to the College that the award being granted is of an appropriate standard.

³¹ <https://www.kcl.ac.uk/governancezone/governancelegal/quality-assurance-handbook>

Periodic programme reviews provide us with continued assurance that our programmes meet sector-recognised standards. External Peers (and External Specialists on some reviews), sit on our programme review panels to give us this assurance. Programme review reports are submitted to Faculty Education Committee and College Education Committee for review, and though some review reports from 2022/23 have experienced a delay in being submitted to the College Education Committee³² it is anticipated that by December 2023 all of 2022/23 reviews will have been submitted to the College for final re-validation of programmes.

Condition B6: Participation in the Teaching Excellence Framework (TEF)

In September 2022 the OfS launched the 2023 revised Teaching Excellence Framework (TEF)³³. The TEF data dashboard was published September 2023, with the guidance document (including the student guidance document) released October 2023.

The TEF Steering Committee was re-established, and a project team worked on producing the Provider Submission document and KCLSU Sabbatical Officers worked on the Student Submission document, submitting both documents to the OfS by the deadline set in January 2023. The project team met regularly with KCLSU to keep them updated of any guidance received from the OfS, but also to provide any support the sabbatical officers required.

To aid with the production of the Provider Submission document meetings with stakeholders were held, evidence collated, and draft submission documents were considered by relevant stakeholders (including College Education Committee) before the Principal approved the final version to be submitted. Updates on progress of the submission was reported to College Education Committee and Academic Board during the September'22 – January'23 period.

King's was advised of its provisional results on 8th August 2023³⁴, as follows:

- Overall award: Silver
- Student experience award: Silver
- Student outcomes award: Gold

For the overall award, the panel noted that for the majority of our provision the evidence identified Very High quality and Outstanding quality features, even with the indicators contributing no more than half of the evidence of excellence. The panel considered the ratings for the Student Experience and Student Outcomes and considered all the evidence across all features and across all our student groups, subjects and programmes, to come to a “best fit” decision as overall Silver.

For Student Experience, the panel found the majority of features to be Very High quality, and one feature (learning resources) as Outstanding feature. The panel note that we are on a transition to better embed and tailor our approaches to improving the student experience, but we have yet to demonstrate that improvement.

For Student Outcomes, the panel found the majority of the features are Outstanding quality for most of our students and programmes, and therefore felt that “Silver” was not the “best fit” because the evidence demonstrates that only one Student Outcome feature is of Very High quality (progression rates).

These awards will remain for the next 4 years, which is when the next TEF exercise is due.

³² Due to factors such as industrial action impacting staff responding to review reports, or where reviews were merged with PSRB accreditation visits and these PSRB reports are still outstanding

³³ Previously called the Teaching Excellence and Student Outcomes Framework

³⁴ The results are embargoed until 28th September 2023

Annex 3: Condition C update: Protecting the interests of students

Since the initial registration, the following updates are noted for the *Protecting the interests of students* section of ongoing conditions:

Condition C1: policies, procedures and terms and conditions have due regard to relevant guidance about how to comply with consumer protection law

The Students and Education Directorate is confident that King's remains compliant with consumer protection law, which applies to the relationship between King's College London and prospective and current undergraduate students. The university adopts a similarly consistent approach to postgraduate and online study.

Material Information and Marketing: The university continues to provide programme information sheets to applicants. Standard offer letter templates are also reviewed annually, and advice is sought from legal compliance.

The General Terms and Conditions are reviewed annually with the General Counsel. The revised Terms and Conditions were approved by Academic Board at its meeting in June 2023 (AB-23-06-28-07.2), but a further review has been undertaken following the revised consumer law guidance issued by the UK's Competition and Markets Authority and the Chair of Academic Board approved these revisions in October 2023.³⁵

General information about the experience and status of staff is publicly available on the King's website. Student Ambassadors are recruited annually for Open Days. This process is centralised and coordinated by the central Marketing team. For both on-campus and virtual events, training is provided to ensure everyone is confident in what to say to prospective students. For non-admissions staff based in the Marketing team or Wider Participation team, the Admissions team continue to run a two-hour training session covering how to use the telephone system and scripts to answer calls and deal with enquiries regarding course vacancies and meeting entry requirements.

Fees: King's is fully compliant with regard to fee publication. For prospective students, fees are published on course webpages. Students are notified on how to access information on fees three months before they are due to enrol for their next year of study. A Fees and Studentship Committee is being established with the aim to provide greater consistency and clarify on fees too.

Complaints: Complaints at King's are managed through the Student Conduct and Appeals Office. Any CMA-related complaints are brought to the attention of the Student Consumer and Protection Board by the Associate Director (Student Conduct and Appeals). All timeframes, practices and principles recommended by the OIA are embedded within King's procedures and detailed in the academic regulations.

Any issues falling within the remit of the Advertising Standards Authority are routed through the Marketing team, but the Student Consumer and Protection Board have oversight of any formal complaints.

Student Consumer and Protection Board

The Student Consumer and Protection Board replaced the CMA Working Group in 2022/23. The Board has met twice and reported updates to the Programme Development and Approval Sub-Committee (PDASC-22-12-07-10 and PDASC-23-07-12-10.5).

³⁵https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1159885/Consumer_law_advice_for_higher_education_providers_.pdf

Condition C2: co-operate with requirements of student complaints scheme run by the Office of the Independent Adjudicator for Higher Education, including the subscription requirements

Complaints and Appeals 2022/23	RAG rating
Compliance with the OIA’s good practice framework: handling student complaints and academic appeals	
Average time taken to turnaround complaints and appeals ^{xiii}	36
Number of complaints escalated to the OIA	37
Number of complaints escalated to OIA that were not justified (benchmarked against the sector)	38

The turnaround time for complaints and appeals is outside recommended deadlines for both academic appeals and complaints. The turnaround time for both has been impacted by an unprecedented number of cases.

Academic Appeals

The numbers of Stage 1 Appeals increased to 2794 cases compared to 1676 in the previous year. It is believed that the increase this year is likely due to increased mental health issues following the pandemic. It is recommended that this is reviewed along with the numbers of mitigating circumstances applications to understand more fully the reason for the continued increase in these numbers in significant numbers over the last five years.

A review of the Stage 1 Academic Appeals process was carried out in 2022/23 and a number of short-term improvements were made to the process including the use of a Teams Channel to share appeal submissions, an Outcomes Tracker tool for the whole process and a process flow within Teams. In the longer term, it is recommended that the Stage 1 Appeals adopt a similar automated workflow system to the mitigating circumstances process as soon as possible to help alleviate further some of the pressure as it is not expected that the SCAMP (Student Case and Appointment Management Project) will provide an appropriate solution.

Complaints

The delays in turnaround times for complaints are likely to be due to the large numbers of industrial action complaints we have received (4017 compared with 2214 in 2021/22) as well as the number of complex cases which require a lengthier investigation. The process for dealing with industrial action complaints was adapted to accommodate the large numbers which improved the rate at which outcomes were sent and turnaround time for them has improved (54 days compared to 86 days in 2021/22). For Stage 3 Complaints the delays are again due to the complexity of the cases which has resulted in lengthier investigations.

³⁶ Academic Appeals. Regulatory timeframe for Stage 1: 42 days, average case turnaround time for Stage 1 (2794 cases): 54 days. Regulatory turnaround time for Stage 2: 42 days, average case turnaround time for Stage 2 (22 cases): 39 days. Complaints. Regulatory timeframe for Stage 2: 35 days, average case turnaround time for Stage 2 (4201 cases - including 4017 industrial action related complaints and 184 other complaints): 53 days. Regulatory timeframe for Stage 3: X 28 days, average case turnaround time for Stage 3 (35 cases): 41 days

³⁷ 24 cases were reported to the OIA in 2022/23. This is below the median for the number of complaints expected for universities within the same band as King’s which is 37.

³⁸ The benchmark for the sector is X and Kings is 11 Not Justified, with 1 withdrawn, 1 ineligible and 10 to be concluded.

Office of the Independent Adjudicator (OIA)

There has been a decrease in the number of cases sent to the OIA this year compared to last year (24 compared to 30) and it is now below the median for universities of a similar size (which is 37).

The number of complaints that were not justified was a larger number than the median for the sector and there were no cases in which the OIA found complaints were justified which is a testament to Student Conduct & Appeals work to ensure the good practice framework principles are followed in cases as well as according to College regulations.

Condition C3: have published a Student Protection Plan which has been approved by OfS

The Student Consumer and Protection Board identified at its May 2023 meeting that the Student Protection Plan required a review, and because the Plan had not been reviewed in three years raised the risk register around our compliance with this. The Head of Course Information is taking forward the review and is expected to report updates at the October 2023 meeting. Once revised the Student Protection Plan will need to be resubmitted to the OfS for their approval, as part of their Conditions of Registration.

In line with OfS requirements, the Student Protection Plan is available online at:

<https://www.kcl.ac.uk/governancezone/students/student-protection-plan>

Annex 4: Condition E update: Good governance

Throughout 2022/23 there have been no updates to provide in relation to E1, E2, E3 and E5 (see above table for further information).

In relation to E4, though the OfS confirmed that we did not require reporting any teaching partnerships, due to UKVI requirements we reported to the OfS in April 2023 the following teaching partnership³⁹:

- University of Portsmouth

³⁹ This was not reporting the University of Portsmouth as a proposed Branch Campus, which is currently being discussed with the MB BS programme

Annex 5: Condition F update: Information for students

Condition F1: Transparency information

We were advised by the OfS of the 2023 Transparency Return on the 12th October. On the 13th October the 2023 Transparency Return was uploaded onto our webpages and reported to the OfS. The information can be found here: <https://www.kcl.ac.uk/aboutkings/quality/transparency-return>

Conditions F3 and F4: submission of information to OfS and Designated Data Body

Throughout the year there are numerous occasions where the College is required to submit information to the OfS (e.g annual financial information, Graduate Outcomes Survey contact details for students etc). Assurance can be given that we meet these timescales, with the following received from OfS:

King's College London (UKPRN: 10003645)

Log of all activities for the Annual Financial Return 2022 (AFR22)

Date and time of activity	Outcome
Thursday 8 December 2022 14:25	The sign off form has successfully been submitted. The processed file 'AFR22_SignOff_10003645_1_08DEC2022_1425.xlsx' is now available in the latest successfully submitted files download package.
Tuesday 6 December 2022 14:40	Please arrange for the form to be signed by the Accountable Officer. Then upload the file to the portal.
Tuesday 6 December 2022 14:40	The OfS currently has no further queries regarding your return.
Thursday 1 December 2022 09:38	The return verification query responses have successfully been submitted. The OfS will review these as soon as possible. The submitted responses 'RESPONSES_AFR22_Queries_10003645_01DEC2022_0938.xlsx' are now available in the return verification queries download package.
Tuesday 29 November 2022 16:18	Please review any outstanding queries and complete your responses. Then upload the file to the portal.
Tuesday 29 November 2022 16:18	The financial statements have successfully been submitted. The processed file 'AFR22_FinancialStatements_10003645_1_29NOV2022_1618.pdf' is now available in the latest successfully submitted files download package.
Tuesday 29 November 2022 16:09	Please review any outstanding queries and complete your responses. Then upload the file to the portal.

Tuesday 29 November 2022 16:09	The external auditor's management letter has successfully been submitted. The processed file 'AFR22_ExternalAuditorsLetter_10003645_1_29NOV2022_1609.pdf' is now available in the latest successfully submitted files download package.
Tuesday 29 November 2022 14:44	Please review any outstanding queries and complete your responses. Then upload the file to the portal.
Tuesday 29 November 2022 14:44	The commentary has successfully been submitted. The processed file 'AFR22_Commentary_10003645_1_29NOV2022_1444.docx' is now available in the latest successfully submitted files download package.
Tuesday 29 November 2022 11:38	Please review any outstanding queries and complete your responses. Then upload the file to the portal.
Tuesday 29 November 2022 11:38	The workbook has successfully been submitted. The processed file 'AFR22_Workbook_10003645_1_29NOV2022_1138.xlsx' is now available in the latest successfully submitted files download package.
Tuesday 16 August 2022 15:07	Please review any outstanding queries and complete your responses. Then upload the file to the portal.
Friday 29 July 2022 12:08	Please review any outstanding queries and complete your responses. Then upload the file to the portal.
Friday 15 July 2022 07:56	Please review any outstanding queries and complete your responses. Then upload the file to the portal.

Annex 6: Condition G update: Accountability for fees and funding

Assurance can be given that King's does not charge its students above the fee limit determined by the College's quality rating and its access and participation plan and complies with the terms and conditions attached to financial support from the OfS and UK Research and Innovation under sections 41(1) and/or 94(2) of HERA.

Annual registration fees

The annual registration fees for OfS, HESA (Designated Data Body) was paid when requested: OfS was paid 21st July 2023 (the deadline was 1st August 2023); HESA was paid 13th February 2023 (for 13th March 2023 deadline) and 18^h August 2023 (for 13th September 2023 deadline).

Following QAA stepping down from the Designated Quality Body (DQB) role, and the OfS taking this on in the interim, their annual fee included this DQB fee too.

ⁱ Green: above average; Amber: below average but above lower quartile; Red: below average

ⁱⁱ Green: above average; Amber: below average but above lower quartile; Red: below average

ⁱⁱⁱ Green: 95% and above of reports received; Amber: 75 – 94% reports received; Red: below 75% reports received

^{iv} Green: 100% of new External Examiners received an induction; Amber: 75 – 99% of new External Examiners received an induction; Red: fewer than 75% of new External Examiners received an induction.

^v Green: 100% confirm standards are appropriate or above standard; Amber: 75 – 99% of reports confirm standards are appropriate or above standard; Red: fewer than 75% confirm standards are appropriate or above standard.

^{vi} Green: less than 10% reports had concern on academic standards raised; Amber: 11 – 15% reports had concern on academic standards raised; Red: 16% and above reports had concern on academic standards raised

^{vii} Green: 100% and above of reports confirmed response; Amber: 90 - 99% of reports confirmed response; Red: fewer than 90% of reports confirmed response

^{viii} Green: 95% and above of reports received; Amber: 75 – 94% reports received; Red: below 75% reports received

^{ix} 100% of new External Examiners received an induction; Amber: 75 – 99% of new External Examiners received an induction; Red: fewer than 75% of new External Examiners received an induction

^x Green: 100% confirm standards are appropriate or above standard; Amber: 75 – 99% of reports confirm standards are appropriate or above standard; Red: fewer than 75% confirm standards are appropriate or above standard.

^{xi} Green: less than 10% reports had concern on academic standards raised; Amber: 11 – 15% reports had concern on academic standards raised; Red: 16% and above reports had concern on academic standards raised

^{xii} Green: 100% and above of reports confirmed response; Amber: 90 - 99% of reports confirmed response; Red: fewer than 90% of reports confirmed response

^{xiii} RAG is judged against the timescales in the published regulations

4-Year LLB Programmes Award Calculation

Weighting for Law Dual Degree and Politics, Philosophy & Law LLB Programmes

SUMMARY: The Classification Score (C-Score) calculation for undergraduate degrees changed at King's for all undergraduate students starting September 2022 onwards. From September 2022, students on 3-year degree programmes, including the LLB, will have their degree calculated on the ratio 0:2:3 (Year 1: Year 2: Year 3).

The Law School needs to confirm how the classification for dual degree programmes (both 2+1 and 2+2 programmes, where the final year(s) are overseas) and the Politics, Philosophy & Law (PPL) LLB and Politics, Philosophy & Law with a Year Abroad (PPL) LLB are calculated. Currently the Academic Regulations refer to the programme specification, where this is not detailed.

1. Dual Degree Programmes

PROPOSAL:

The proposal is to mirror the standard LLB and keep the weighting 0:2:3 but retain the current system of selecting the best 90 credits at Level 6 (from years 2-4 for the 4-yr progs/ from years 2-3 for the 3-yr progs) and weight them "3", with the remaining 150 credits (from years 2-4/2-3) weighted "2".

N.B. the LLB programmes do not have any Level 5 credits; Years 2, 3 and 4 are all at Level 6 and Years 3 & 4 of the 4-year programmes are worth 60 credits each, following mark/credit translation i.e. total 120 credits going towards the final year's C-score.

RATIONALE:

The reason for keeping the current weighting system is that dual-degree students study two legal systems in two languages. If their best 90 credits are weighted 3, regardless of whether the credits were earned in Year 2, 3 or 4, students can earn their best credits either in English Law (Year 2) or in the other legal system (Year 3 or Year 4) or in both legal systems.

Any system that gives more weight to Years 3 and 4 skews the degree classification in favour of good marks in (e.g.) French/German/Spanish Law and against good marks in English Law. The current 0:2:3 weighting is symmetric (treats both legal systems the same) and is therefore fairer to students. Some students are better at English Law than they are at the other legal system (sometimes for linguistic reasons). Some students are better at the other legal system than they are at English Law (sometimes for linguistic reasons). All students should be treated equally by the weighting system, regardless of where their strengths lie. Modelling was undertaken to confirm that students would not be disadvantaged by this calculation method.

Note, although English Law and German Law First State Exam includes two years of study at Humboldt, the fourth year is typically reserved for preparation for the First State Exam so all 120 credits are likely to be taken from the third year of study.

PROGRAMMES THIS WILL APPLY TO:

Four Year Dual Degree Programmes

English Law and French Law LLB

English Law and German Law LLB & First State Exam

English Law and Spanish Law LLB

English Law and Hong Kong Law LLB

English Law and American Law LLB

Three Year Dual Degree Programmes

Law with a Year on Exchange in Singapore

English Law with Hong Kong Law LLB LLM

2. Politics, Philosophy & Law LLB & Politics and Philosophy & Law LLB with a Year Abroad

PROPOSAL

To adopt the standard 4-year KCL weighting of 0:2:3:4 for Years 1-4 where the credits taken in the year will be counted in the year of study.

RATIONALE

This is in line with UG Progression & Award policy and mirrors other 4-year UG programmes at KCL.

PROGRAMMES THIS WILL APPLY TO:

Politics, Philosophy & Law LLB

Politics and Philosophy & Law LLB with a Year Abroad

Proposal for a new type of King's award: Master of Public Administration (MPA)

1. Background:

- 1.1. The ISfG will be launching its **flagship Master of Public Administration degree** in **September 2024**. This programme will be the ISfG's first major degree programme after the Executive Master of Public Administration (EMPA). Launching a flagship Master's degree has been a core part of the ISfG's vision and strategy since the school's formation was approved as a Vision 2029 strategic priority project in 2018. Market research completed by colleagues from King's in 2018/19 and 2020/21, as well as more recently in 2023, demonstrated strong, and growing, market demand for the ISfG's modules and a for a master's degree. King's research showed high potential for the ISfG to acquire a significant share of the market.
- 1.2. This **two year part time, blended degree** is targeted at early- or mid-career professionals in the civil service or related careers, seeking to enhance their knowledge and accelerate their professional development. We are also targeting recent graduates aiming to work in a range of careers, in which government and politics and the policy environment are key issues.
- 1.3. The **programme and its structure**, with a provisional title, has **already been approved by APSC**.
- 1.4. The programme comprises 180 credits. The **programme structure** includes the following:
 - i. 2 x 15 credit core modules delivered on-campus
 - ii. 6 x 15 credit modules delivered online
 - iii. 1 x 60 credit capstone project, including a research methods and design element and a professional/practice dissertation or project report.

The MPA is conceived as an innovative stackable Master's programme with a proposed October start date. It is suggested that this is offered as a nested programme. The nested element could be closed to contracted students in the first instance, enabling students currently routed through the Diploma and Certificate in Professional Policymaking Skills to progress to a master's qualification, as indicated by strong feedback from previous and existing cohorts.

There are nine 15 credit online modules listed below. Students can choose their preferred six modules out of the nine provided within their programme.

- 7SSO1027. 'Embracing Uncertainty. Policymaking in Turbulent Times' (15 credits, online)
- Multi-Level Governance (15 credits, online)
- Big Data and Public Policy (15 credits, online)
- International Policy and Politics (15 credits, online)
- Innovative Sources of Evidence for Policymaking (15 credits, online)
- Public Management and Regulation (15 credits, online)
- Leadership and Ethics in Public Administration (15 credits, online)
- Economics and Finance in Public Administration (15 credits, online)

- Evaluating Public Policies (15 credits, online)

2. KCL's public policy postgraduate programmes – comparison table:

Programme	ISfG standalone modules, PG Cert and PG Dip Professional Policymaking Skills (+ top-up EMPA)	ISfG MPA	MA Public Policy	Online MA Public Policy (forthcoming)	MA Public Policy & Management
School/Dept	ISfG, SSPP	ISfG, SSPP	DPE, SSPP	DPE, SSPP	King's Business School
Format	Individual stackable 5 credit modules (all audiences), PG Cert, PG Dip and top-up MA (B2B clients only). (4 week individual modules, min. 2 years for the PG Dip, 2.5 to 3 years for MA)	2 years PT, blended programme including 2 15-credit F2F core modules delivered on campus, 6 x 15 credit online modules and a 60 credit work-focused capstone project.	1 year FT or 2 years PT, on campus	2 years PT, fully online	1 year FT or 2 years PT, on campus
Fees	£950 per 5 credit module, bespoke B2B fees for PG Cert/Dip/top-up MA	TBC, provisionally in the £22k – £24k range (£11-12k per year)	£14,940 home / £27,540 OS (or £7,470 / £13,770 per year if PT)	TBC, potentially £13,300 to match the on campus home fee	£14,940 home / £25,950 (or £6,690/ £14,760 per year if PT)
Audience	- Mid-career policy professionals (3+ years of relevant work experience) seeking to up-skill via CPD/exec ed courses	-Early- or mid-career professionals in the civil service or related careers; recent graduates aiming to work in a range of careers, in which government and politics and the policy environment are key issues	- Traditional MA audience seeking an academic MA - Recent graduates with a 1 st or 2:1 degree in any subject - Career changers and people outside the sector interested in public policy	- Traditional MA audience seeking an academic MA with added flexibility - Recent graduates / very early career professionals	- Recent graduates plus early career professionals taking a career break to study. - No work experience is required and the programme is explicitly open to recent

				- Career changers and people outside the sector interested in public policy	graduates, although it does attract some students with relevant work experience.
Content	<ul style="list-style-type: none"> - Stand-alone 5 credit modules on 'hard' and 'soft' topics e.g. approaches to policymaking, complexity, devolution, policy evaluation, empathy and emotion in policymaking. - Focus on cross-government and international challenges, not individual policy areas - Stackable PG Cert, Dip and top-up MA. - Does not teach politics. 	<ul style="list-style-type: none"> - Focus on cross-government and international challenges, not individual policy areas. - Core modules on the policy process, actors and global public policy challenges (the cross-govt and intl challenges of these, not specific policy areas – we do not teach intros to key health policy topics etc). - Work-focused capstone project instead of a traditional dissertation. - Does not teach politics. 	<ul style="list-style-type: none"> - Focus on the politics tradition of public policy. - The policy-making process, comparative public policy, evaluating public policy, economics, governance, globalisation, public management. - Research methods. - Politics and specific political/policy topics e.g. gender, equality, political economy of corruption. - Political history e.g. Blair to Brexit, History of the [UK] PM. - Internship module (elective). - 10,000 word dissertation 	<ul style="list-style-type: none"> - Focus on the politics tradition of public policy, plus philosophy and econ. - The policy making process, comparative public policy, evaluating public policy. - Research methods. - Politics and specific political/policy topics e.g. gender, ethics, the media, global health crises, environmental policy, regulation. - Internship module (elective). - Potentially one ISfG module (optional, subject to ISfG's entry reqs). - 10,000 word dissertation 	<ul style="list-style-type: none"> - Public sector management (organisational management, economics, HR, leadership, operations) - Sector analysis (public, third, etc sectors) - Policy (policy process, health policy elective) - 15,000 word dissertation
USPs	<ul style="list-style-type: none"> - Designed for full time working professionals. - Strong practical / exec ed focus: many modules are co-developed by practitioners and all are practice-focused. 	<ul style="list-style-type: none"> - Designed for full time working professionals. - Blend of F2F intensive on campus teaching and flexible online modules. - Significant choice of elective modules (ISfG modules plus, 	<ul style="list-style-type: none"> - Strong academic and research focus. - Politics and political history themes. - 15 credit internship module (optional). 	<ul style="list-style-type: none"> - Strong academic and research focus. - Politics and political history themes. - Optional modules explore specific, contemporary policy challenges (gender, global 	

	<ul style="list-style-type: none"> - Peer learning: students bring their professional experience to discussions and learn from experienced peers. - Flexible, stackable credits. 	<p>hopefully, one policy topic elective from another King's school).</p> <ul style="list-style-type: none"> - Networking focus: learning with and from a cohort of senior professionals. 	<ul style="list-style-type: none"> - Regular speakers from government, public sector and NGOs. 	<p>health crises, environmental policy, etc).</p> <ul style="list-style-type: none"> - Teaching input and masterclasses from GIWL (gender module). - Added flexibility of being taught online as a PT programme. 	
Notes	<p>The stackable CPD/exec ed format aligns with the College's new stackable PG programme aims (see online CPD/exec ed working group papers).</p> <p>PG Cert, Dip and (forthcoming) top-up MA are currently exclusive to one B2B client.</p>	<p>The stackable format of this programme aligns with the College's new stackable PG programme aims (see online CPD/exec ed working group papers).</p>			

Appendix I - Notes about the ISfG:

- The ISfG's modules and programmes are designed for **mid-career and senior policy professionals**. This includes civil servants, politicians, national and local parliamentary officials, policymakers and people who work in and with national and local governments (e.g. in consultancy firms, think tanks, charities, quangos, NGOs, political parties, PR and lobbying firms, corporate companies' public affairs departments, etc).
 - In the future, the ISfG may also develop courses for mid-career professionals who do not work in policymaking and wish to learn how to influence government policy (e.g. scientists). The Policy Institute currently runs some courses in this area.
- The ISfG exclusively teaches the **craft** of government – how to improve policymaking and policy delivery to improve the effectiveness and efficiency of governments and therefore better serve their citizens – and its stand-alone modules and programmes have an explicit **practical** focus, which is also reflected in the module assessments.
- The ISfG does **not** teach the following:
 - Politics
 - Political or public policy history
 - Specific policy topics, e.g. health policy / education policy (note: we aim to allow Executive Master's students to take an elective module on a policy topic from another department)
 - Academic-focused master's programmes for recent graduates
 - Public sector management focused programmes (e.g. HR management, diversity and inclusion)
 - Modules or programmes for recent graduates / career changers without policy-related work experience, who are looking for an introductory course to help them start a career in public policy

Appendix II – LSE School of Public Policy “compare our degrees” webpage

<https://www.lse.ac.uk/school-of-public-policy/study/Compare-Our-Degrees>

Compare Our Degrees

Which is the best course for you?

The LSE School of Public Policy is an international community where ideas and practice meet. Our approach creates professionals with the ability to analyse, understand and resolve the challenges of contemporary governance.

Each of our degrees are tailored to a different stage of your policy career, but they all put the same emphasis on a strong foundation in economics, political science and quantitative methods.

Our **two-year Master of Public Administration (MPA)** is designed for applicants with a minimum of one year of relevant professional experience, though some have more. Key skills are taught in-depth through the first year, while in the second year students can choose a specialism for their MPA. All students take part in a Capstone project, working with on a real-world policy challenge with an external client.

Whatever your career stage, we have degree options to help gain the skills and understanding needed to become a more effective policy professional.

Dr Sara Hagemann, Academic Director of the School of Public Policy

Print or share



For students with five or more years of professional experience, we offer a **9-month Master of Public Policy (MPP)**. The MPP is a rounded policy degree, including Public Management and Philosophy alongside economics, political science and quantitative methods. The degree allows students to take a career break and quickly return to the workplace equipped to take on new challenges.

Our three **MPA double degree programmes** offer students an outstanding opportunity to study at two world-leading universities in two global cities. Students have the opportunity to spend one year at LSE as well as one year at one of our three partner universities:

- University of Toronto, Munk School of Global Affairs (MPA/MGA double degree) - 1st year at LSE
- Columbia University, SIPA (MPA/MPA double degree) - 1st year at LSE
- Sciences Po (MPP/MPA double degree) - 1st year at Sciences Po

Throughout the two-year programme students will develop key policy skills and gain professional experience and will benefit from access to the expert faculty, resources and networks of both prestigious institutions.

Our new **MPA in Data Science for Public Policy** is opening for applications in 2022 for our September 2023 intake. The two-year degree programme is designed to equip professionals with the core quantitative, technical and analytical tools to address modern policy challenges in a world of big data and rapid technological change.

Our most experienced students choose the **Executive MPA, which is taught over 22 months**. This degree runs in a modular format, with students attending teaching for 8 intensive week-long or weekend blocks. This format allows students to remain in their jobs and combine work with study. Students have at least five years of post-degree professional experience and often substantially more, creating a network of contacts to drive career progress at the senior levels.

	MPA	MPP	MPA Double Degrees	Executive MPA
Duration	21 months over two academic years (Full time)	9 months (Full time)	21 months over two academic years (Full time)	22 months (part time modular)
Starts in	September	September	September	September
Intake	Approx. 100 students	Approx 90 students	Approx 30 (LSE 1st year) 15 (Sciences Po 1st year)	40
Minimum experience requirements	One year minimum preferred	5 years	One year minimum preferred	5 years
Actual average experience	3 years	7 years	3 years	12 years
Nationalities represented	37	30		25
Key features	Deep training in core skills Capstone project to apply skills Policy paper to investigate an area of interest in-depth	Broad and rounded policy curriculum Intensive 9-month schedule	Study at LSE and either Sciences Po, Columbia SIPA or University of Toronto Munk School	Designed for working professionals to study alongside full time employment Benefit from outstanding networking opportunities in the cohort

Ordinance **Appendix B: Terms of Reference of Council Standing Committees and Subcommittees**

College Education Committee, Committee of Academic Board

Terms of Reference

1. Authority

The College Education Committee will provide strategic leadership of education for the College. It will ensure that the College's academic taught provision aligns with national expectations for quality and academic standards and enhances students' learning experience. The Committee will promote:

- risk-management approaches in relation to quality assurance, providing oversight of the quality and academic standards of students' learning opportunities and learning experience, advising Academic Board of any issues and areas of good practice
- enhancement in learning, teaching, and assessment
- an ethos of students as co-creators of the education experience

2. Duties

On behalf of Academic Board, the College Education Committee will:

- 2.1 Monitor and review the implementation of the College's ~~Education Strategy 2017–2022~~ **2026** ~~and the King's Strategic Vision 2026-29~~
- 2.2 Oversee the implementation of Faculty education strategies and the monitoring of performance indicators
- 2.3 Develop and maintain oversight of the College's strategies and policies relating to the full life-cycle of students' education (recruitment, retention, progression, and degree outcomes) and ensuring institutional compliance with external requirements
- 2.4 Monitor and report on the quality assurance and quality enhancement framework, taking into account both the internal and external context as they apply to taught education provision, including collaborative, flexible and distributed and distance learning provision
- 2.5 Maintain oversight of the programme and module approval, amendment and withdrawal procedures, and receive reports on proposals for new programmes and/or withdrawal of existing programmes (and short courses) from the Programme Development and Approval Sub-Committee

- 2.6 Promote enhancement in learning, teaching, assessment, and the student experience through the identification and dissemination of good practice
- 2.7 Have oversight of the quality of students' learning opportunities and learning experiences, advising Academic Board of any rising issues or areas of good practice
- 2.8 Have oversight and responsibility for the College's approach to the Teaching Excellence and Student Outcomes Framework (TEF) and monitoring the on-going conditions of registration with the Office for Students.
- 2.9 Receive reports from the Education Executive.
- 2.9 10 Receive reports from the Academic Standards Sub-Committee on the:
- monitoring and evaluation of processes to assure the Committee of the academic standards of taught programmes
 - analysis of relevant performance indicators in relation to student performance and achievement
- 2.11 10 Receive regular reports from the following areas:
- Collaborative Provision Sub Committee (CPSC) – to provide updates on the conduct of the College's collaborative arrangements with partner institutions and for the strategic development of policies relating to collaborative provision
 - ~~Education & Students Transformation~~ Student Success and Transformation Board – to provide updates on the status of transformation projects and their impact
 - ~~King's Academy Advisory Board~~ – to provide updates on the work and activities of the King's Academy
 - King's College London Student Union (KCLSU) – to provide updates on the work and activities of the KCLSU Officers
- 2.12 Receive reports on projects and spend from the College Teaching Fund
- 2.13 Champion inclusive education and monitor the equality and diversity dimensions of learning and teaching provision
- 2.14 Oversee Faculty governance structures for education, receiving regular reports from Faculty Education Committee on their areas of business and any issues that need to be raised at CEC
- 2.15 Receive annual overview reports of:
- ~~UG/PGT external examiners reports~~
 - Overview report of Continuous Enhancement Reports
 - Overview report of Periodic Programme Reviews
 - Activities within the Education and Students Function
 - ~~Faculty Education Committee governance~~
- 2.164 In support of these duties, the Committee will:

- 2.14.1 form subcommittees, **management committees**, working groups and task and finish groups as needed, including:
 - Academic Standards Sub-Committee
 - Collaborative Provision Sub-Committee
 - Programme Development and Approval Sub-Committee
 - **Education Executive**
- 2.14.2 review the relevance and value of its work on an annual basis
- 2.14.3 review its terms of reference on an annual basis.

3. Composition

3.1 The College Education Committee shall be appointed by Academic Board and shall comprise:

3.1.1 Vice President & Vice-Principal (Education) (in the Chair)

3.1.2 One Faculty Member and one alternate per faculty.

3.1.3 One Member and one alternate from the King's Centre of International Education

~~3.1.4 Senior Vice President (Academic)~~

~~3.1.5 Vice President & Vice-Principal (Global Engagement)~~

~~3.1.6 Vice President and Vice-Principal (Research)~~

~~3.1.7 Digital Education Academic Lead~~

3.1.8 Postgraduate Taught Lead

3.1.9 Chair of the Academic Standards Sub-Committee

3.1.10 Chair of the Collaborative Provision Sub-Committee

3.1.11 Chair of the Programme Development and Approval Sub-Committee

3.1.12 Executive Director of Students and Education

3.1.13 Executive Director Transformation of Education and Student Outcomes

~~3.1.13 Director, Library and Collections~~

~~3.1.14 Strategic Programmes Director, Education & Students Directorate~~

~~3.1.15 Strategic Directors, Education & Students Directorate~~

3.1.16 ~~Associate~~ **Academic** Director, King's Academy (**Deputy Chair**)

3.1.17 KCLSU President or nominee (for unreserved business only)

3.1.18 KCLSU Vice-Presidents for Education (for unreserved business only)

3.1.19 KCLSU Vice-President for Postgraduate (for unreserved business only)

3.2 There shall be a Deputy Chair, nominated by the Vice President and Vice-Principal (Education **and Student Success**) from amongst the members of the Committee

3.3 The following shall have the right to attend meetings of the Committee, but are not members of the Committee:

3.3.1 Director, Library and Collections

3.3.2 Strategic Programmes Director, Education & Students Directorate

3.3.3 Strategic Directors, Education & Students Directorate

- 3.3.4 Associate Director, Academic Regulations and Policy Compliance **Academic Regulations, Quality and Standards**
- 3.3.5 **KCLSU Representation and Campaigns Manager**
- ~~3.3.2 — Associate Director, Education Transformation~~
- ~~3.3.3 — Associate Director, King's Academy~~
- ~~3.3.4 — Head of CTET/Education Solutions~~
- 3.3.5 Executive Director, King's Online **Digital**
- ~~3.3.6 — Director of Brand and Marketing~~
- 3.3.7 College Secretary
- ~~3.3.8 — Communications Business Partner~~
- 3.3.9 ~~Two~~ **Four** Associate Directors (Education) – ~~one~~ **two** from the arts and sciences faculties and ~~one~~ **two** from the health faculties
- 3.3.10 Other officers of the College may also be permitted by the Chair to attend the College Education Committee either permanently or for particular meetings.

3.4 The College Secretary or his/her designate shall act as Secretary to the College Education Committee.

4. Frequency of Meetings

The College Education Committee will meet at least six times in each year.

5. Reporting Procedures

The College Education Committee will report to the Academic Board at least annually.

[new information – this is moving some current attendees to receiving papers and attending meetings where it is deemed necessarily]

Members to receive papers but are not required to attend unless they request to attend, or are invited to attend to discuss particular topic(s):

- *Senior Vice President (Academic)*
- *Vice President (International Engagement and Service)*
- *Vice President (Research and Innovation)*
- *All Faculty Associate Directors of Education*
- *All Faculty Directors of Operations*
- *Corporate Communications team*
- *Director of Brand and Marketing*

Academic Board

Meeting date 1 November 2023

Paper reference AB-23-11-01-08.3

Status Final

Report of the College Research Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board action	Reserved item?
1. REF Process Update		Main	Note	No
2. 2022-2025 Action Plan Against the Concordat to Support Development for Researchers - Progress Report for UUK	3 October	Main	Approve	No
3. Update on Data Science, AI and Society	3 October	Consent	Note	No
4. Update on Research Impact Activities	3 October	Consent	Note	No
5. Update on Research Culture Activities	3 October	Consent	Note	No
6. Research Integrity: Generative AI in Research	3 October	Consent	Note	No
7. UK/EU Horizon Europe Agreement	3 October	Consent	Note	No

Main agenda – to note

1. Research Excellence Framework (REF) Update

College Research Committee Chair to provide a brief high level progress update on REF, including an update on work that is underway, and a sense of what needs to be decided and by when.

For approval

2. 2022-2025 Action Plan Against the Concordat to Support Development for Researchers – Progress Report for UUK

Motion: That the Academic Board recommend to Council that the progress report on the 2022-25 Action Plan Against the Concordat be approved for submission to UUK.

Background: The Associate Director, Research Staff Development presented the progress report to the College Research Committee on 3 October and asked members for their comments. The Chair proposed minor changes to the report, which have since been incorporated, and has now approved the document on behalf of the committee.

It was noted that the progress report should be read in conjunction with the [action plan](#). The covering paper that precedes the report details the purpose of the document, the benefits of the action plan, and highlights three areas that the team have focused and will continue to focus on improving.

For note

3. Update on Data Science, AI and Society (Consent)

In summer 2022, a senior group led by the Vice-President (Research and Innovation) gave a presentation to CAPSULE that proposed next steps for the digital and AI strand of the research strategy. Since the meeting the College has made significant progress in this area, as evidenced by the following:

- The College has become a member of [Responsible AI UK \(RAI UK\)](#) an international ecosystem for responsible AI research and innovation
- The College has become a member of the [Turing University Network](#)
- The College has established a dedicated [AI Institute](#)
- KHP have established the KHP Digital Health Hub

It has been agreed that a senior level board will be established to draw together and oversee all activities occurring in this space. Presently, future board members are working with communications colleagues to develop a digital presence for this activity.

It was noted that AI could significantly benefit the College from an operational perspective, as employment of certain tools could help improve efficiency. It was acknowledged that funding would be required to action this but that the benefits would outweigh the investment.

4. Update on Research Impact Activities (Consent)

The Dean of Research Impact provided a verbal update on research impact activities, highlighting five key areas of development.

Preparations for the College Research Impact Committee

The College Impact Committee has been modified and will now be more specifically aligned with research impact, hence the change in name. The new committee will meet for the first time on 17 October. This committee will report to the new King's Innovations Board chaired by the Vice-President (Research and Innovation) and the Vice-President (International, Engagement and Service).

Preparations for REF2028

The team approached staff working across the College to ask what they felt had and had not worked well when preparing impact studies for REF2021. Following review of the feedback, the team sought further resource that will enable staff to begin preparing their submissions earlier.

Faculty Impact Strategies

All faculties have begun to develop broad strategies for research impact and more focused ones for REF research impact activities. The faculties are at different stages, but all are making good progress.

External Staff Visits

David Phipps (Assistant Vice-President (Research Strategy and Impact), York University, Canada, has visited the College twice. He will visit for a third time in December and during his four-day visit will meet with the Dean of Research Impact, the REF, KEF and Research Impact Director, the Vice-Deans (Impact), the Professional Services Impact Leads, and others.

Development of Plans for Operationalisation of 3-Year 'One King's Impact' Initiative

These plans are complementary to research impact and include broader aspects of societal impact, engagement, education and service. The One King's Impact initiative also reports, through its own committee, to the King's Innovations Board.

5. Update on Research Culture Activities (Consent)

The Research Culture team is slowly establishing itself: Martin Broadstock has been appointed as Head of Research Culture, and two Research Culture Managers will begin in the coming months.

The Dean of Research Culture presented a document that summarised the applications submitted by the faculties to the Research Culture Fund for 2023-2026. The committee were asked to consider metrics for assessing the impact of funding on research culture at King's. The Vice-Deans (Research) were asked to note the applications from other faculties and consider where there could be cross-faculty learning.

It was agreed that an annual research culture conference should be held, as this will provide an opportunity for faculties to present updates on their projects, and also demonstrate King's dedication to activity in this space. It was suggested that those leading research culture activities at other notable institutes should be invited to give presentations to inspire the King's community.

It was agreed that a digital portal should be created, to enable staff to provide updates on project outputs that can be reviewed by staff working across the College. The Research Culture team will progress this action.

Members asked whether there would be an opportunity to develop or extend approved projects. The Dean of Research Culture stated that faculties could make amendments to their projects throughout their duration, but that a second funding call would be contingent on securing further funding for this activity.

6. Research Integrity: Generative AI in Research (Consent)

The Director of Research Strategy and the Research Integrity Manager presented a paper titled 'Responsible Use of Generative AI in Research'. The committee were invited to highlight the risks that could result from using generative AI tools and advise on what guidance should be prepared to complement existing information and support.

Across the higher education sector staff are considering how generative AI can be used to improve education whilst being mindful of the implications for the assessment of education. The Director of Research Strategy emphasised the importance of striking a balance between embracing the tools to improve personal efficiency and abusing or relying on them unnecessarily.

King's Academy have already produced guidelines for the use of generative AI in education, and guidelines for PGR students are in development; the College will now need to consider guidance for researchers. All agreed that a document outlining best practice for use of generative AI should be drafted, and noting that failure to follow best practice may be considered research misconduct. The Director of Research Culture and the Research Integrity Manager will lead on drafting this document.

Additionally, it was suggested that the College should consider providing training for researchers and students that highlights the benefits of using generative AI rather than focusing solely on the risks.

7. UK/EU Horizon Europe Agreement (Consent)

The Research Development Manager (Health Faculties) and Senior Research Funding Associate, RMID presented slides that detailed the UK's renewed association with Horizon Europe and the range of opportunities that are available to university researchers as a result of this.

The UK will officially re-associate with Horizon Europe in 2024, meaning that we can lead on consortia again. The Research Development Manager (Health Faculties) and Senior Research Funding Associate, RMID will be running a series of workshops for researchers interested in engaging with this scheme. The Director of Global Engagement offered the support of the International, Engagement and Service Office noting that they had numerous alliances with other universities and were members of networks that researchers could benefit from engaging with.

Report for UUK on implementation of the Action Plan against the Concordat to Support the Career Development of Researchers (HR Excellence in Research Award Action Plan)

Paper to be submitted to Academic Board for meeting on November 1st and from there to College Council for the November 21st meeting.

The accompanying paper describes a report on progress made towards the 2022-25 Action Plan against the [Concordat to Support the Career Development of Researchers](#). This is required as a condition of King's having signed this Concordat and by funders when they are considering future awards of grants. An internal report on this action plan is to be approved annually by College Council and submitted to UUK for scrutiny via publication on an externally facing webpage on the King's website. Every third year this action plan is also submitted for renewal of the HR Excellence in Research Award for external accreditation of our compliance.

The accompanying report covers the period June 2022 to May 2023 following submission of the action plan in July 2022.

Academic Board and College Council are invited to:

1. Academic Board: Review the report and approve its passage to College Council (November 21st).
College Council: to make the final approval.
2. Note the progress made on many of the project activities.
3. Note that contributions are being made from across the university, reflecting the increasing engagement with this initiative, and that many of them also address initiatives in King's Strategies and contribute to improving our research culture.

The action plans that King's has had against the Researcher Concordat have contributed greatly to enhancing the experience of our research staff (postdocs, research assistants, technical staff and teaching fellows). As we continue to maintain our HR Excellence in Research Award and now the annual internally approved report we are moving away from business as usual and working on higher level projects that we anticipate will have significant impact.

Within this plan we highlight three major activities

1. Addressing the use of Fixed-Term Contracts.
2. Addressing bullying and harassment
3. Increasing the support for managers of research staff

Interpretive notes

Readers of the report may also wish to refer to the [Action Plan](#).

The action plan is divided into 3 major topics that follow the principles of the Researcher Development Concordat. These are Environment & Culture (EC), Employment (E) and Professional & Career Development (PCD). Each of these topics is subdivided into four sections, Institutions (I), Funders (F), Managers of Researchers (M) and Researchers (R). This results in the nomenclature ECI, ECF, ECM, ECR etc. in column A and resulting in anything labelled ECI, EI, PCDI being about what institutions are obliged to do, anything labelled ECM, EM, PCDM about what managers are obliged to do and ECR, ER, PCDR about what research staff are obliged to do. The reporting required is targeted for each of these groups.

Questions on the report should be directed to [Kathy Barrett](#), Associate Director (Research Staff Development)

Annual Report for the Concordat to Support the Career Development of Researchers

Universities and Research Institutes

Name of Institution	King's College London
Reporting period	June 2022-May 2023
Date approved by governing body	[date] to be completed following College Council approval
Date published online	[date] to be completed following College Council approval
Web address of annual report	https://www.kcl.ac.uk/research/support/professional-development/centre-for-research-staff-development#section-3
Web address of institutional Researcher Development Concordat webpage	https://www.kcl.ac.uk/research/support/professional-development/centre-for-research-staff-development#section-3
Contact for questions/concerns on researcher career development	Kathy Barrett, Associate Director (Research Staff Development) kathy.barrett@kcl.ac.uk
Date statement sent to Researcher Development Concordat secretariat via CDRsecretariat@universitiesuk.ac.uk	[insert date sent to secretariat]

Statement on how the organisation creates, maintains and embeds a research culture that upholds a positive and inclusive environment for researchers at all stages of their careers (max 500 words)

In our most recent strategy, Strategy 2026, we have outlined in the Thriving Staff Community section how “Our people are at the heart of King’s strategic ambitions”. This entails us actively cultivating an inclusive and welcoming community that respects individual differences and values collaboration. As part of this strategy, King’s has set up a high level Staff and Culture Strategy Committee whose members include research staff and students and that contributes to governance by monitoring progress on achieving agreed objectives.

In 2022 we established a post of Dean for Research Culture, appointing Professor Tim Newton to the role, followed by a new Research Culture Department funded by Research England, to be opened on October 2nd 2023. Successful application by the Principal and supported by the Dean of Research Culture and a team of academics and Professional Services Staff for funding from Wellcome, input from our experienced Equality, Diversity and Inclusion team and projects focussing on removing barriers to Black and Minority Ethnic PGR students continuing in an academic career trajectory will enable us to create a more inclusive career structure over the coming years that we anticipate will result in a more diverse research workforce. Faculties are also creating new posts with a remit of focusing on research culture.

King’s has recently opened an Employee Relations Department that seeks to improve processes around retention, redeployment and redundancy. We have also invested in “Report + Support”, a mechanism for managing all aspects of bullying, harassment and victimisation. We have restructured our Organisational Development and Equality, Diversity and Inclusion (EDI) departments to enhance the provision for EDI and wellbeing and leadership and reinvigorated “Our Principles in Action”, a set of behavioural competencies that support positive interactions between our staff and students.

In 2016 we established the Centre for Research Staff Development (CRSD) to provide professional development and to engage in policy and best practice for research staff. This centre is now well established and is seen as an important hub for research staff issues and information.

King’s is a signatory to a number of initiatives that support a positive research culture, including The Concordats to Support the Career Development of Researchers and Research Integrity, The Technician Commitment and the San

Francisco Declaration on Research Assessment. We hold Athena SWAN Silver Awards at Institutional and Faculty level and a Bronze Race Equality Charter Mark. We routinely carry out surveys of research staff in alternate years and this year completed an all-staff survey that is currently undergoing evaluation. These surveys are enabling us to focus on issues that are of importance and relevance to those involved in research, including those that have an impact on research culture, for example the prevalence of bullying and harassment.

In the last two years we have increased our resources to support wellbeing, including courses for staff and their managers and online information for all. There are also significant workload evaluation and management projects being carried out to minimise poor practice in this area.

496 of 500 words

Provide a short summary of the institution’s strategic objectives and implementation plans for delivering each of the three pillars of the Concordat (environment and culture, employment, and professional development of researchers) for your key stakeholder groups together with your measures for evaluating progress and success (max 600 words)

Strategic Objectives and monitoring

King’s College London is now in its 11th year of receipt of the HR Excellence in Research Award, demonstrating our commitment to upholding the principles described in the Concordat to Support the Career Development of Researchers. We have described a variety of actions, with more detail available in the [action plan for this award](#). Critically, much of the work that we do is now considered business-as-usual as our implementation of a large number of the principles is longstanding. We are now focussing on projects that will bring new and substantial change.

King’s has made a commitment in Strategy 2026 to “Enhance our research culture, focusing on research careers in academia and beyond, supporting ethical, open research and research-enhanced education.”

Opinions and viewpoints held by our research staff are gathered biennially through a college-wide survey of Research Staff (2023 survey currently in progress) and via the Research Staff Representative Committee (RSRC). This year we had an All Staff Survey and faculties also carry out local evaluations. These enable monitoring of trends in how staff experience their time at King’s and the success of the action plan.

Environment and culture

Our Positive Workplace Initiatives is a central programme to address leadership, Training & Awareness Raising, Reporting, Monitoring & Support and Reward, Retention & Recognition. Embedded within this is “Active Bystander Training”, designed to enable staff to understand what is meant by Bullying and Harassment (B&H) and how to address it.

We have also invested in a new central system, “Report + Support”, to guide those seeking information and wishing to record incidents. This has now been running since October 2022 and has proved popular. Locally, faculties are appointing “Confidential Advisors” as first responders to incidents and to address governance and monitoring.

Faculty-led and central training programmes addressing environment and culture included in the action plan cover Mental Health First Aid Training and specifically “Diversity THRIVE” for those from racialised or other minority backgrounds being piloted in one faculty with a view to rolling it out across the university.

Employment

Our priority employment project has been to review the use of fixed-term contracts (FTCs). Progress in this project has been evaluated by completion of key stages, e.g. research goals, internal processes reviewed.

There is new central training for Managers of research staff incorporating the “Managers Toolkit” and local training for line managers offered within specific faculties, along with data gathering on attendance and uptake.

The process for promotion of research staff is currently opaque. Efforts are being made by one faculty to ensure a consistent approach with a view to rolling out the findings to other faculties when complete.

Professional Development of Researchers

Professional development opportunities for managers around their obligations to researchers is generally increasing across the university. Specifically included in this action plan is a new course developed by the CRSD in collaboration with managers that also touches on the use of the Managers Toolkit, with 60 attendances in the first year.

Our dedicated Researcher Careers Team have established new courses and resources in this action plan addressing careers both within and outside of the academic environment.

To encourage research staff to gain new skills one faculty has created an award scheme recognising contributions to wider agendas, e.g. committees and project leadership. We have also set up an award to recognise contributions to postgraduate research project supervision by research staff. These projects are monitored and evaluated by participation. In addition, we are seeking funding to cover the cost of professional registration through the Science Council to encourage engagement with professional development among our technical community.

598 of 600 words

Summary of actions taken, and evaluation of progress made, in the current reporting period to implement your plan to support the three pillars in respect of each of your key stakeholder groups [Institution; Academic Managers of Researchers (Deans, Heads of Schools/Departments/PIs); Researchers]

Environment and Culture (max 600 words)

Institution

Positive Workplace Initiatives

Active Bystander training expanded to include a second more advanced programme following uptake of Part I by more than 1,000 employees.

Report and Support launched in October 2022. Staff are using the system (34 named reports to June 2023) and data is becoming available to demonstrate that cases are being taken seriously. Future actions will include monitoring the progress of cases.

Employee Relations Team established in May 2022 to support range of issues including, disciplinary, grievances, and non-renewal of FTCs. Encouraging use of informal resolution rather than escalation, in particular with B&H, as a new process at King's. Impact to be addressed over the next year.

Establishment of a central "Strategic Programme Manager – Preventing and Addressing B&H" post to take forward actions and interventions to support staff and students. Impact to be addressed over the next year.

	<p>One faculty has been carrying out qualitative research with their staff on their perception of research culture in their faculty and are currently developing an action plan based on the results.</p> <p>One faculty is also working towards raising awareness of what B&H is and how King’s deals with it. The role of their Research Integrity Advisors is being made more visible and all the Advisors are fully aware of resources such as “Report + Support”. Future consultation with departments and relevant committees will demonstrate how valuable this approach has been.</p> <p>Academic Managers of Researchers</p> <p>One faculty has initiated a “Catalyst Project” aimed at improving the research environment. This includes an event to highlight career opportunities, taking place in the summer of 2023, and work on improving induction processes, to take place later in 2023.</p> <p>Within one faculty the assigned Task & Finish Group recommended the establishment of Confidential Advisor posts, to be rolled out in May 2023. Impact to be addressed over the next year. This is following on from the success of similar posts in a separate faculty.</p> <p>One faculty is working on an EDI action plan with a specific strategic group to address workload, flexible working and long working hours. This work has been delayed beyond the planned deadline, but is still ongoing.</p> <p>One faculty has set up an EDI hub that includes details of all training and awareness courses available online. They have made their staff aware and will be addressing the impact in the next year.</p> <p>One faculty will be hosting a mindfulness, wellbeing and time management event with inclusivity at its heart. This will include speed talks by colleagues at all levels and backgrounds to encourage inclusivity. The event will be evaluated in the next reporting period.</p> <p>Researchers</p>
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	<p>Two faculties are creating dedicated Sharepoint hubs to be a central portal for all relevant information their Research Staff need. This is a work in progress, having been given a good foundation with a sister hub for PGR students. Impact to be measured in the next reporting period. One other faculty has chosen to organise events to raise awareness of available resources, the first one having been successful according to feedback gathered that has informed the planning for the next year.</p> <p>Mental Health First Aid Training has been rolled out to more than 50 staff, supported by various faculties and central services, and received positive feedback. Impact to be addressed over the next year.</p> <p>Diversity THRIVE, a training programme for researchers from racialised or other minority backgrounds, is under development in one faculty. Initial consultation event was positively received and provided material for the programme content. The programme will be rolled out in the pilot faculty over the next year, followed by evaluation.</p> <p><i>598 of 600 words</i></p>
<p>Employment (max 600 words)</p>	<p>Institution</p> <p>We have carried out an extensive review of the use of FTCs at our own and other universities. Typically, open contracts offered to those whose salary depends on external funds come with a caveat that the person is at risk of redundancy when the funding expires. When open contracts have been offered under these circumstances, research staff have viewed them as disingenuous. Consequently we have now moved to a new approach of ensuring that our processes around the use of FTCs are transparent, equitable and applied fairly.</p> <p>The new Employee Relations Team are also addressing the use of FTCs by raising awareness among managers of the appropriate process for contract termination. A new tool created for redeployment will be rolled out in autumn 2023. Inductions are variable across the university and many staff tell us that they are not aware of what is available to them. The CRSD and RSRC have been working together to generate new resources available from later in 2023. One faculty has been piloting a researcher-supervisor agreement signed during induction. Awareness of this document was low.</p>

Future plans include awareness raising at a research staff away day.

Other faculties have been updating or enhancing their induction programme to include in one case, ethics and mentoring, and will be implementing evaluation next year.

The use of mentoring and buddying is gaining ground at King's. Faculties are setting up mentoring schemes for new employees to help them settle in. One has completed a mapping process to identify current mentoring provision and will put their programme in place in the next year. A second has included setting it up as an item on induction lists, with evaluation for next year.

One faculty has created an App for use in monitoring uptake of PDRs. This is now being used for all staff in the faculty and has provided accurate data, e.g. % take up, enabling the faculty to target areas where improvements are required.

Academic Managers of Researchers

While there are pockets of use of the Managers Toolkit, take up is slow. We will evaluate how those who already use it have found it and create more resources to interpret its use.

Researchers

Promotion processes for academic and research staff vary. One faculty raised the issue of including research staff in the academic performance framework. Local processes are now merged to create a consistent faculty policy. Evaluation will take place later in 2023.

In early 2023 we initiated the Mentoring and Support Awards for those who have provided substantial input to the research of PGR students. The awards will run annually, with the first round completed in June 2023, after the reporting period for this review.

Research staff continue to have mixed levels of awareness of their right to 10 days per year to devote to professional development. However, since the last survey 2 years ago there has been an increase from 6 to 8 out of 10 considering that they spend at least 1 day a month on professional development. For one faculty, appointing a Learning &

	<p>Development Champion was expected to address this issue. There has been a delay in the appointment so the faculty have focused on improving their use of the online registration system.</p> <p>One faculty has set up funding for professional development beyond the internal programme. In the last year, 30% of all awards were made to research staff and a new category of awards created in which one has been ringfenced specifically for research staff.</p> <p><i>582 of 600 words</i></p>
<p>Professional development (max 600 words)</p>	<p>Institution</p> <p>Institutional funding for professional registration with the Science Council (RSci, RSciTech, CSci) has proved to be elusive during this reporting period. This has resulted in a reduction in technical colleagues applying for this important accreditation. New potential sources have been identified and these will be pursued over the next reporting period.</p> <p>One faculty has posted clear statements regarding their support of a range of careers on their webpages. In hindsight, it is difficult to evaluate this measure, other than to note that the statements have been posted. It potentially contributes to a greater confidence in research staff considering a broader careers choice so we will look at this in our next biennial careers survey, due in October 2023.</p> <p>Academic Managers of Researchers</p> <p>The CRSD's Challenge & Support Course, designed in collaboration with managers to support them specifically in managing research staff, ran 3 times in 2022-3. Booking numbers increased with each iteration resulting in more than 60 attendances. Course participants reported a learning gain immediately after the course and 3 months after the course 100% of respondents reported a direct change to their working practice due to attending the course. We plan to continue running this course in the forthcoming academic year.</p> <p>Since the original action plan was written, UKRI and other funders have requested that grant applicants include how they will support their staff during their projects. The CRSD</p>

plan to extend the above training to cover this topic, starting with a pilot in one faculty.

We are also in the process of developing a hub for research staff managers supporting them in having career conversations with research staff and how to refer them to other services such as King's Careers & Employability. Initial scoping exercises were to be completed by July 2023 with implementation in two stages, one each in the following two years. Those managing this project have now left King's so we will be seeking replacements.

Researchers

One faculty has set up an award scheme to recognise contributions of research staff to a wider agenda, e.g. committee contributions and project leadership. This award scheme is now up and running with the first awards to be made in the next reporting period. The intention is that research staff will be encouraged to broaden their skills and experience by this award. Evaluation will be carried out in the next reporting period.

We have compiled a suite of 20 case studies of King's Postdocs who have moved on to careers outside of the academic environment to encourage our current researchers to view other career options positively. These case studies and an accompanying report describing what we know about postdoc career trajectories outside of academia was launched in autumn 2022 under the name "Career Tracks" and within the reporting period has been widely viewed.

King's Careers & Employability have developed a suite of new courses around academic progression that are targeted to specific groups, e.g. Advancing in Academia for Natural & Mathematical Sciences, to be delivered during the next reporting period, What's up Doc for research assistants considering a PhD, run in March 2023 with 18 attendees providing positive feedback, and a generic online version of Advancing in Academia, to be launched in summer 2023.

We have also collaborated with the Science Museum in offering volunteer roles for our technical staff to enable them to learn about presenting to the public and boosting the profile of the technical profession. This proved popular

with some of our technicians, who were given excellent feedback by the museum.

586 of 600 words

Comment on any lessons learned from the activities undertaken over this period and any modifications you propose to make to your action plan and measures of success as a result. (max 500 words)

As the Research Culture agenda takes root we are seeing more enthusiasm from senior management and the faculties to engage with the principles of the Researcher Development Concordat. This is enabling us to drive through relevant initiatives as they are included in an increasing number of strategic plans.

Most of our projects were new last year and many on a larger scale than previous projects. Full evaluation will necessarily be longer term. We are also running our biennial survey after the reporting period and while the data is not yet available, we will be able to use this in future evaluations. We are confident that the majority of projects contained in our 2022-2025 action plan are making good progress and we anticipate seeing more impact in the next reporting period.

We are very happy with the new approach we have taken, to cease reporting on what has become business-as-usual and focus on projects that we anticipate will be difficult but that will result in substantial benefits for research staff. We have already noticed this with our courses for the managers of research staff. We anticipate that our project to address the use of FTCs will similarly yield positive results.

Reviewing the use of FTCs resulted in surprising findings, in that while we originally felt that moving to open contracts was the appropriate action we are now of the opinion that this is disingenuous as it will make no difference to our research staff. Consequently we have changed the project to ensuring that the existing processes are transparent and fair and that we are able to redeploy staff facing redundancy wherever possible. This will be carried out over the next two years, the aims being:

1. Clear uptake of open contracts following 4 years of service or valid business reasons not to do so.
2. Contract length to be the maximum possible, measured by an increase in average contract length or valid business reasons for no change.

The implementation of “Report + Support” in its early days appears to be having an impact on the perception of how King’s responds to B&H. This is aided by the establishment of a dedicated and experienced team to address these issues. While we anticipate that reporting may increase we would like to think that this is because our colleagues are more willing to come forward. We will be watching the outcomes from this initiative with enthusiasm, including data on the number of cases dealt with, the time it takes to deal with them and the kinds of resolutions reached.

Supporting managers in their ability to serve their research staff is an area that we can see needs more attention. We will move towards broadening our offering for this group of colleagues over the next two years, tapping into the requirement for professional development to be written into grant applications. The CRSD will measure this by the numbers of staff we discuss these issues with and the success of grant applications containing this information.

499 of 500 words

Outline your key objectives in delivering your plan in the coming reporting period (max 500 words)

Key objectives around our three priority projects are outlined here. There are other projects not listed here that can be found in our HR Excellence in Research Action Plan, some of which are described above.

Fixed-term contracts

1. Clear policy regarding how we manage transfer to open contracts following 4 years continuous service
2. Increase in transfers from fixed-term to open contracts following 4 years continuous service
3. Functioning redeployment process that provides continued employment for those whose contracts come to an end. We anticipate that not all staff will want to take advantage of this so will be monitoring those who decline the opportunity as well as those who take it up. Evaluation may include input from those who have been redeployed and their new manager regarding the success of the process and fit of the new role.
4. Review of contract length vs grant length completed with recommendations for further action. The initial findings suggest that there are multiple reasons for any discrepancy, some of which are fully valid. We will aim to identify those that can be changed without disruption, e.g. length of time between the grant being awarded and staff being recruited, and make those the focus.
5. Clear communications to help those on FTCs understand how the project is unfolding and what our aims are, monitored by responses to these communications and appreciation of what our aims are.

Bullying and Harassment

1. Continue to monitor the use of “Report + Support”, creating clear data to demonstrate the value of the information within it and the success of resolution of conflict prior to official registration of cases and outcomes of cases that are officially registered.
2. Continue “Active Bystander” training, monitoring uptake and feedback from participants to ensure it continues to be of value.

3. Evaluate the experience of B&H via All Staff survey and surveys of research staff and their managers, either across the university or locally, making comparisons to data from previous years.

Training and Resources for Managers

1. Continuation of existing courses and creation of new ones to support good practice in the management of research staff and creation of new courses and resources for those needing to include professional development of their staff into grant applications. Monitoring will be by long term feedback from course participants and research staff employed on such grants, together with success rates of grant applications.
2. Continuation of the construction of a careers hub for managers to support them in having productive career conversations with their staff and how to refer them to other resources.

New Project

Following on from the success of our Career Tracks project we will now focus on identification of the career paths taken by those who start as researchers and remain in Higher Education in roles other than becoming an academic. The outcome will be a resource for research staff and their managers to understand the options for those who wish to take alternative paths and the strategies used to do this.

500 of 500 words

Please provide a brief statement describing your institution's approval process of this report prior to sign off by the governing body (*max 200 words*)

The report is compiled by the CRSD. Content is provided by faculties and central departments via individual communications, consultation with the CRSD's Oversight Group and the RSRC. It is then submitted to College Research Committee, the body responsible for research and the research environment at King's. This committee is responsible for delivering on the actions outlined in the plan and includes faculty Vice Deans for Research, the Dean for Research Culture and the Vice President (Research & Innovation).

Following approval at this level the report passes to Academic Board for scrutiny. The Academic Board is the body responsible on behalf of the Council for the academic work of the university in teaching and examining and in research. The Board is established under the Charter and Statutes and its responsibilities are defined in the Ordinances.

The report passes from there for final approval by the university's governing board, College Council.

Current timeframes are for College Council to receive the report for discussion at their November meeting, with the reporting period coinciding with that of the HR

Excellence in Research Award submission, typically ending in May. Publication of the action plan aligns with the HR Excellence in Research Award renewal, typically November.

200 of 200 words

Signature on behalf of governing body:

Contact for queries: Kathy Barrett, Associate Director (Research Staff Development)
kathy.barrett@kcl.ac.uk

This annual report will be analysed by Universities UK, secretariat for the Concordat to Support the Career Development of Researchers, to identify good practices, themes for development and information to improve national research culture policy and practice.

If you have any questions, or suggestions on how the reporting process could be improved, please contact the secretariat at CDRsecretariat@universitiesuk.ac.uk
www.researcherdevelopmentconcordat.ac.uk

Academic Board	
Meeting date	1 November 2023
Paper reference	AB-2023-11-01-09.1
Status	Final

Report from the Dean

Action required

- For approval
 For discussion
 To note

Paper Explanation for Members

Why is this paper being presented?	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.
What are the key points/issues?	Activities of The Dean's Office and Chaplaincy
What is required from members?	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 ongoing community and network building across King's.

Paper Submitted by:

Sarah Farrow, Vice-Dean, Dean's Office & Chaplaincy

Report from the Dean

1. Dean's Office

- a) It was lovely to welcome a good number of students and staff to the Opening of Year Celebration in the Strand Chapel on 27 September, including the Principal & President, and representatives of various student societies. Now that our Hindu, Buddhist and Sikh Chaplains are settling into their roles, it was particularly good to include chants, readings and songs from those traditions this year.
- b) We are already looking ahead to the end of the term, and particularly to the annual Advent Carol Services in the Strand Chapel. These take place on Wednesday 6, Thursday 7 and Friday 8 December, all at 5.30pm. All are welcome, although free tickets are required so that we can control numbers; the links to the Eventbrite pages should be on [our website](#) by the time of the meeting, so please check the individual pages for each date for details. Tickets do get booked up quickly, though!
- c) I am glad to be working with the Student Officers and others at KCLSU, as well as with Michael Flavin from the School of Global Affairs, to develop a new student leadership course. There are still conversations to be had, but it is hoped that this will be up and running next academic year.
- d) The Dean's Office has been very aware of the pain caused to many of our community by many recent humanitarian crises, as well as the increasing mental health needs of many of our students. We will continue to offer support to all our staff and students who seek it, whatever their tradition or faith position. I am very grateful to the work of the Chaplaincy team in making this possible.

2. AKC (Associate of King's College)

- a) With the start of a new academic year we are once again enrolling students for this year's programme, and at the time of writing we have 3,137 current staff and students signed up to take the AKC this year. This includes 1,549 first-year students, as well as 127 staff members. We also have 83 people signed up for the AKC for Alumni pathway, of whom 39 are new first-years.
- b) This semester's lecture series has started well, although as might be expected, the topic of '[Where Do You Draw the Line: Free Speech and Offence](#)' has attracted some attention! The second lecture in the series, given by Professor Arif Ahmed, Director for Freedom of Speech and Academic Freedom at the Office for Students, was attended by a number of press representatives and visitors from UUK.

3. Chaplaincy

- a) We are back into our regular pattern of services and activities, and it is good to see both new and returning students making use of the Chaplaincy spaces on all campuses.
- b) At the time of writing, we are looking forward to marking both Latinx History Month and Black History Month with two services (on 11 October and 25 October in the Strand Chapel) offering variations on our weekly Church of England Eucharist. This has been a very good opportunity to engage with colleagues in different Departments in putting these services together, and we hope that both occasions will bring attention to important work and life experiences in these areas, to the benefit of the wider King's community.
- c) We were very saddened by the news received just as term was starting of the death of our friend and former colleague, [Bishop Keith Riglin](#). By the time the Academic Board meets Bishop Keith's funeral will have taken place (Monday 30 October at Wesley's Chapel, London EC1); information about a celebration of his life to take place at King's (probably next term) will follow in due course.
- d) We will also be remembering Bishop Keith, Prof Arthur Burns, and others who have died in the last

year at our annual [All Souls' Service](#) in the Strand Chapel on Tuesday 7 November at 5.30pm. All are welcome, and if you would like the name(s) of loved one(s) to be read out during the service, please [email the Chaplaincy](#) with the details.

4. Chapel Choir

- a) The Choir's latest recording, 'Partsongs' by Samuel Coleridge-Taylor, was officially released on 13 October (appropriately coinciding with Black History Month). This and many of the Choir's other CDs can be bought [via the King's e-store](#), and make good Christmas presents (if you're starting to think ahead).
- b) After a busy summer taking part in several music festivals across the country, this term's focus is on the regular sung services, and re-forming and integrating the 2023 intake of choral scholars. In due course, upcoming engagements will be listed on [our website](#), which also lists the services in the Strand Chapel (and elsewhere) at which the Choir can be heard.
- c) As mentioned above, the Choir will soon be preparing for the Advent Carol Services in December. These will include the final premiere of our 2023 partnership with 'Choir & Organ' magazine for their New Music Series; this is a new setting by Grace Evangeline Mason of 'O Sapientia', which of the seven verses which make up [the traditional series used in Advent](#) is perhaps the one with the closest alignment to the King's motto "sancte et sapienter".

10 October 2023

Academic Board	
Meeting date	1 November 2023
Paper reference	AB-23-11-01-09.2
Status	Final
Access	Members and senior executives

Election of Associates of King's College London

Action required

- For approval
 For discussion
 To note

Motion: That the staff and students listed be elected as Associates of King's College London

Paper Explanation for Members

Why is this paper being presented?	The Council has delegated to the Academic Board this request to elect as Associates of King's College London those students and staff listed.
What are the key points/issues?	<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>
What is required from members?	To approve the election of the students and staff listed at the Annex as Associates of King's College London.

Paper Submitted by:

The Revd Dr Ellen Clark-King, Dean of King's College London

These pages have been redacted

Academic Board

Meeting date 1 November 2023

Paper reference AB-23-11-01-10

Status Final



Report from Council

Action required

- For approval
 For discussion
 To note

Paper Explanation for Members

Why is this paper being presented?	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.
What are the key points/issues?	This report presents a summary of key, non-reserved issues discussed and decisions taken at the meeting of Council held on 12 July 2023.
What is required from members?	To note

Paper Submitted by:

Irene Birrell, College Secretary
irene.birrell@kcl.ac.uk

Report from Council – Meeting of 12 July 2023

Agenda materials and minutes of the 12 July meeting will be found [here](#) following the 21 November 2023 meeting of Council.

Council received, discussed and/or approved the following non-reserved items:

1. Student Success Transformation Programme (Council Away Day)

At its Away Day, Council received a presentation on the Student Success Transformation Programme and the case for change, focusing on three priorities: Student Services; Assessment and Feedback; and Education Services. Following a break-out rooms workshop, Council provided feedback to the Executive including: communications, student voice, risks, and scope.

2. Cyber Security – Strategic discussion

Council received an update from its Audit, Risk & Compliance Committee (ARCC) on the improvement programme for the College's cyber security maturity. Cyber security was discussed at most ARCC Committee meetings, and a separate cyber security subgroup met three times a year. The ARCC Chair was able to provide assurance that the right people were doing the right things, enough resource was going in and achievements were as they should be.

3. External Audit Tender Update

KPMG was approved as the External Auditor for the next five-year contract.

4. Annual Report of Fundraising Operations

Council received a report which outlined how the College had met the regulatory requirements and standards around fundraising in the year. The annual report of Fundraising Operations was approved.

5. Annual Report of the Fundraising Ethical Review Group (FERG)

The annual report of the Fundraising Ethical Review Group was discussed and approved.

6. Carbon Management Plan

The ARCC Chair reported that the net zero plan needed to be aligned with the financial plan, and that the November meeting of ARCC would discuss this.

7. Board Assurance Framework (BAF)

The Board Assurance Framework (BAF), which had been in place informally, was now being formalised in order that strategic objectives could systematically be mapped against controls, mitigations and assurances and be embedded in both executive and assurance planning.

8. KCL/KCLSU Memorandum of Understanding / KCLSU/KCL Relationship Agreement Update / Elections

The Memorandum of Understanding between King's College London and the King's College London Student Union, effective 1 August 2023, was approved.

The KCLSU/KCL Relationship Agreement Update had moved onto a three-year cycle with priorities being agreed between the KCLSU officers and King's management. The progress report against the seven commitments agreed in 2022/23 was good.

The turnout for the KCLSU elections remained a concern. The KCLSU President reported that KCLSU focus was moving to all elections taking place at the same time with an extended nomination period.

9. Integrated Planning Process & 2023/2024 Budget Setting

Council received a report on the Integrated Planning Process (IPP) which was the business planning approach to connect faculty and professional service directorate plans to the university's overarching strategic goals and financial resources and targets. The Integrated Planning Process was endorsed and the 2023/24 Budget setting plan was approved.

10. Update on Progress of the Governance Review

The Governance & Nominations Committee reported good progress on the governance review at the July meeting of Council.

Council's next meeting is scheduled for **21 November 2023**.

Irene Birrell
College Secretary
October 2023