
Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-02

Status Final

Meeting of the Academic Board to be held on **Wednesday 28 June 2023** at 14.00, in The Great Hall, King's Building, Strand Campus

Agenda

1	Welcome, apologies and notices	Verbal	Deputy Chair
2	Approval of agenda	AB-23-06-28-02	Deputy Chair
3	Unanimous Consent Agenda including:	AB-23-06-28-03	Deputy Chair
3.1	Minutes of the Previous Meeting	AB-23-06-28-03.1	
3.2	Actions Log	AB-23-06-28-03.2	
3.3	Rolling Calendar of Academic Board Business	AB-23-06-28-03.3	
4	Matters arising from the Minutes	Verbal	Deputy Chair
STRATEGIC DISCUSSION			
5	Generative AI (to discuss)	AB-23-06-28-05	VP (E&SS) / Exec Dean Law
6	AEP Pathways (to discuss)	AB-23-06-28-06	SVP (Academic)
REGULAR BUSINESS ITEMS			
7	Report of the President & Principal		
7.1	Summary Report on Key Issues (to note)	AB-23-06-28-07.1	Deputy Chair
7.2	Student Terms & Conditions, 2024-25 (to approve)	AB-23-06-28-07.2	Executive Director, SED
7.3	Merging the International School for Government and the Policy Institute (Consent Agenda – to note)	AB-23-06-28-07.3	
8	Report of the President of KCLSU (to discuss)	AB-23-06-28-08	KCLSU President
9	REPORTS OF COMMITTEES		
9.1	Report of the College Education Committee <i>All items are on the Consent Agenda.</i>	AB-23-06-28-09.2	Chair, CEC
9.2	Report of the College Research Committee (i) Security Sensitive Research Policy and Procedure <i>See Consent Agenda for remaining items.</i>	AB-23-06-28-09.3	Chair, CRC
10	REPORT OF THE DEAN		The Dean
10.1	Report of The Dean (to note)	AB-23-06-28-10.1	
10.2	To elect Associates of King's College (to approve – <i>on the Unanimous Consent Agenda</i>)	AB-23-06-28-10.2	
11	Report from Council (to note)	AB-23-06-28-11	Council Member Dr Hillary Briffa
12	Any Other Business	Verbal	Chair

Irene Birrell, College Secretary, June 2023

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Unanimous Consent Agenda

The consent agenda is used to deal expeditiously with routine matters and reports, leaving more time for more strategic discussions. The items included are expected to be non-controversial and unlikely to engender questions. These items, whether for approval or information, are dealt with by a single motion to accept/receive for information. Before taking the vote, 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.

Motion: 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 April 2023 meeting	AB-23-04-19-03.1	Approve
3.2	Actions Log	AB-23-04-19-03.2	Note
3.3	Rolling Calendar of Academic Board Business	AB-23-04-19-03.3	Note
Report of the President & Principal		AB-23-04-19-09.1	
7.3	Merging the International School for Government and the Policy Institute	AB-23-06-28-07.3	Note
Report of the College Education Committee (CEC)		AB-23-06-28-09.1	
9.1	(i) Admissions Policy	Annex 1	Approve
	(ii) Short Course Policy	Annex 2	Approve
	(iii) Rewording of the Feedback Regulations	Annex 3	Approve
	(iv) Academic Regulations 2023-24	Annex 4	Approve
	(v) External Examiner Reports 2021/22: Postgraduate Programmes	Annex 5	Approve
	(vi) Degree Outcome Statement 2023/24	Annex 6	Approve
	(vii) The Inns of Court College of Advocacy (ICCA) Academic Regulations for use in 2023/24	Annex 7	Approve
	(viii) Addition to the Interruption of Study Policy (PGR students)		Approve
	(ix) RADA Academic Regulations 2023/24	Annex 8	Approve
	(x) Non-Academic Misconduct Policy, Procedure and Guidance	Annex 9	Approve
	(xi) Support for Study Policy & Procedure	Annex 10	Approve
	(xii) Dignity at King's Prevention of Bullying and Harassment Policy - Revisions	Annex 11	Approve
	(xiii) Review of Academic Appeals	Annex 12	Note
	(xiv) Student Visa Confirmation of Acceptance for Studies (CAS) Policy		Note
	(xv) Core Code of Practice for Postgraduate Taught Research Governance and Dissertation Framework review		Note

(xvi) Periodic Programme Review Report 2022/23	Note
(xvii) Continuous Enhancement Review (CER) – Overview Report	Note
(xviii) Learning Environments: Principles (Draft)	Note
(xix) Academic Calendar – update	Note
(xx) Changes to Evidence Requirements for Mitigating Circumstances	Note
(xxi) NSS 2023 Results Publication Update	Note
(xxii) OfS Consultation on a New Approach to Regulating Harassment & Sexual Misconduct in English Higher Education: Final Response from King’s College London	Note
(xxiii) Periodic Programme Review Report: Digital Humanities (UG & PGT Taught Programmes)	Note
(xxiv) Undergraduate Faculty Assessment Boards Annual Report 2021/22	Note
(xxv) Postgraduate Faculty Assessment Boards Annual Report 2021/22	Note
(xxvi) Feedback from Faculty Assessment Boards on Award Data	Note
(xxvii) Feedback from Faculties on Academic Misconduct	Note
Report of the College Research Committee	AB-23-06-28-09.2
Function of Committee – Ways of Working	Note
Intentions Plan for Research Assessment	Note
Update on Rights Retention Policy	Note
Vice-Deans (Research) Away Day Summary	Note
Report of The Dean	
To elect Associates of King’s College	AB-23-03-08-10.2 Approve

Irene Birrell, College Secretary
June 2023

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-03.1

Status Final

Minutes

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

Date 19 April 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		
	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	
		VP International, Engagement & Service	Professor 'Funmi Olonisakin	P	P	P	A	
		The Reverend the Dean	Rev'd Canon Dr Ellen Clark-King	P	A	P	P	
		The President of the Students' Union	Yasir Khan	A	P	P	A	
	KCLSU Vice Presidents Education	Vice President for Education (Arts & Sciences)	Sara Osman Saeed	P	P	P	P	
		Vice President for Education (Health)	Julia Kosowska	P	P	P	A	
		Vice President for Postgraduate	Shagun Bhandari	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	
		Dickson Poon School of Law	Professor Dan Hunter	P	P	A	P	
		King's Business School	Professor Stephen Bach	P	P	P	P	
		Life Sciences & Medicine	Professor Ajay Shah	P	P	P	A	
		Natural, Mathematical & Engineering Sciences	Professor Bashir Al-Hashimi (to 31.12.22) Professor Mark French (Interim)	P	P	-	-	-
		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	
		Social Science and Public Policy	Professor Linda McKie	P	P	P	A*	
		Dean for Doctoral Studies	Professor Rebecca Oakey	P	A	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		
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	
		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	
		Institute of Psychiatry, Psychology & Neuroscience	Bella Zilan Demirci (from 14.12.22)	V	P	P	A	
Social Science and Public Policy	Ting Meng (from 14.12.22)	V	P	P	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	
			Professor Matthew Head	A	P	P	P	
			Dr Hannah Crawforth	A	P	P	P	
			Dr Zeena Feldman	P	P	P	P	
	Dentistry, Oral & Craniofacial Sciences (4 members, including HOD equivalent)	Professor Nick Harrison	P	P	P	P		
		Professor Kim Piper	P	P	P	P		
		Dr Ana Angelova	A	P	P	P		
		Professor Jeremy Green	P	P	P	A		
	Dickson Poon School of Law (4 members, including HOD equivalent)	Professor Richard Cook	P	P	P	P		
		Professor Ann Mumford	P	P	P	P		
		Dr Ewan McGaughey	P	P	P	P		
		Professor Satvinder Juss	P	P	P	A		

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

v= vacant post

In attendance:

* Professor Peter John attending on behalf of Professor Linda McKie
 Professor Frans Berkhout, Assistant Principal (King's Climate and Sustainability) (for item 5)
 Darren Wallis, Executive Director, SED
 Lynne Barker, Associate Director (Academic Regulations, Quality and Standards)

Secretariat:

Irene Birrell (College Secretary)
 Xan Kite (Director of Governance Services)
 Sheronlyn Balfour (Interim Governance Manager)
 Paul Mould (Deputy College Secretary and Chief Compliance Officer)

1 Welcome, apologies and notices

The Chair welcomed members, in particular new members, and guests in attendance to the meeting.

2 Approval of agenda

It was proposed that item 10.1, the Report of The Dean be moved to the Unanimous Consent Agenda. The agenda was approved with that amendment.

3 Unanimous Consent Agenda (including Minutes of the Previous Meeting) [AB-23-04-19-03]

A member requested that Item 9.2, Annex 1 be removed from the Unanimous Consent Agenda.

Decision

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

4 Matters Arising from the Minutes

(i) Minute 5, Research Strategy

The VP (Research and Innovation) reported that UKRI rules for the use of research grant money for research staff entry visas were clear and allowed funds to be used for the visas of all researchers but not family members. The EU funder rules were more complex, particularly as the UK was no longer part of Horizon Europe and King's was engaging with HMRC to find a solution for settlement in a single payment. Staff were advised to contact the Research Help Desk for help. EU funder requests would be dealt with on a case-by-case basis.

(ii) Minute 5, AEPs

The SVP (Academic) reported that a working group to review ways to support and showcase education pedagogic research and to find pathways for AEPs to contribute and be recognised and rewarded for this research had been established as agreed at the previous meeting. The Working Group would report to the June 2023 meeting of the Academic Board. Initial consideration of data collected had revealed that AEPs were wanting to get promoted from 6 to 7 to 8. The data would be presented at the next meeting together with an outline for a more in-depth review of the way in which the AEP pathway was working and involving AEP colleagues.

5 Climate and Sustainability [AB-23-04-19-05]

Academic Board held a strategic discussion into actions being taken at King's concerning climate and sustainability. It had received the new Climate and Sustainability Action Plan ahead of the discussion and noted the recent launch of the King's Climate & Sustainability initiative as a key aspect of Strategy 2026. The initiative envisaged climate and sustainability being embedded into everything that King's does, including its research, education and impacts missions. The focus of the Action Plan is on King's becoming a net-zero organisation, contributing to a more circular economy while sustaining the natural world. A Working Group on Climate and Sustainability had been established which would meet for the first time next week.

The Strategy has three broad principles: advocating for solutions rather than for the problem; the whole King's system having a role, not only an academic task; embed in King's values ensuring a fair process of transition, both cultural and economic. It has five pillars: quadrupling research income in this space; incorporating some aspect of this across the curriculum; making King's a place to convene the needed great debates; looking for major gifts into the area; becoming a net zero organisation ourselves.

A seed fund had been launched and research in the area was well underway, but embedding into education presented more challenges. The intention was to ensure climate and sustainability was embedded into all curricula and all academic colleagues were being asked whether there was a way elegantly to embed it in all areas. Objectives were being set and a small delivery team had been created in the SVP (Academic)'s office with a budget and programme director Rosie Smith.

Points raised in discussion included the following:

- Opportunities for flexibility and proposals for networking were welcomed.
 - Clinical waste initiatives were critical. All King's controlled energy was green, but that which was controlled by hospital trusts was subject to different policies and work was required in this area.
 - King's had begun its work on operational sustainability early and had made significant progress, but was a later starter in its whole institutional strategy for climate and sustainability in terms of research profile, the perception of students and embedding in education.
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- When asked for a strap line for King’s current position on climate and sustainability, the Assistant Principal (King’s Climate and Sustainability) stated that it should be a question: “how do we get there [to net zero]?”. This test was much more demanding than any other target and should be applied for every aspect of King’s work and operation.
 - Work was needed to get the basic structures and resource in place to make this possible – including supervisors for interdisciplinary research dissertations across departments and teams, coordination of knowledge about existing good practice in different faculties and departments, and the realistic implications of the measures needed to meet the targets.
 - Implementation should be by persuasion rather than imposition on colleagues including issues such as meat-free catering and travel restrictions which would adversely affect early career researchers. Attention should be given to ensuring King’s resilience.
 - King’s has direct control over 40% of the energy that it consumes and it purchases this from the Consortium and specifies that this energy is all renewable. The remaining 60% is purchased with other organisations (the majority with the NHS) and those organisations do not have the same policies and that energy is not all renewable.
 - Most of King’s buildings use gas for heating at 9,500 tons of carbon per year which equates to one ton of emissions per member of staff. It was estimated that it would take ten to twenty years and cost between £150-180m to decarbonise. This estimate would be subject to changing conditions including heating and time required and could be more. This was a high priority for King’s and speed of progress would depend on governance decision-making in balancing expenditure priorities. It was suggested that more funding and more autonomy needed to be given to the staff charged with making these objectives a reality. The Board was assured that the net zero test would be increasingly applied in all decision-making processes.
 - Annual progress reports on the implementation of the Action Plan would be brought to Academic Board and dialogue with all members of the College would continue.
 - 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.
 - The Working Party was considering encouragement to be given to researchers to consider their carbon footprint when making applications that included travel and work in international locations that could require systems and materials (such as air conditioning laboratories, refrigeration, plastic use, and the removal of equipment from other countries at the end of a programme) that would add to the carbon footprint.
 - 70-80% of scope three emissions were totally outside of any institution’s control. Even if net zero is achieved for things within King’s control, it will still have a very high carbon footprint and so the education decisions to be taken were critical in terms of King’s moral obligation.
 - Members were invited to input and challenge the Plan and to ask questions at any time.

6 Generative AI [AB-23-04-19-06]

Academic Board considered the evolving generative artificial intelligence tools and their impact on King’s activities. The College Education Committee had begun discussions about the implications for student assessment and a Working Group had now been established to consider the more general issues associated with generative AI, now framed as ChatGPT, for the whole College. Professor Dan Hunter

(Executive Dean of Law) was leading the Working Group with Professor Adam Fagan VP (Education and Student Success). Professor Hunter reported that AI tools had been available since 2014, but Chat GPT had caught the public's attention because it looks like human intelligence, even though it is a language-based technology. It was trained using internet resources which was expensive, but once trained it was cheap to use. It works by predicting each word on the basis of the last word and context, operating solely by mathematical prediction. Its existence required education institutions to review their student assessment methods and process for admissions (for example, admissions essays were no longer viable). Other HE institutions had reacted by banning the use of ChatGPT by students, but discussions at King's suggested that it would be better to take a pragmatic approach and learn to live with the tool and adapt to use it effectively.

This was 'day 140' of the availability of ChatGPT to the public, and its capabilities had already gone beyond what had originally been conceived. The Working Party would return to Academic Board with a more full report and proposals at its next meeting which would be 'day 196' and we could expect the technology to have become even more enhanced by then.

In discussion the following matters were raised:

- Examples of the use of ChatGPT by academic staff included one professor asking what was clear and unclear about his examination question; another was its use to summarise academic papers.
- A new approach to the literature review section of a PhD thesis would now be required and that might be a good thing as it would bring more focus to the goal of that section which was to help the student assimilate the current state of knowledge.
- Misconduct rules could still apply unchanged – plagiarism using ChatGPT was analogous to plagiarism using any other source of work that was not the student's and could be subject to the same process of questioning and sanction. Students and staff had been informed of this, but this would be reiterated. The Regulations would be updated for subsequent cycles.
- It might be necessary to revert to written examinations in the interim before new assessment approaches are developed. The tool can be blocked in invigilated examinations, even those conducted online.
- National guidance had recently been issued in a case where Chat GPT had been cited as a joint author for a research paper – this had been disallowed.
- ChatGPT might provide a useful tool to mark standard assessments.
- ChatGPT provided a powerful tool for students to undertake due diligence reference searches and could complement what we teach.
- The next generation of Microsoft Word would have ChatGPT embedded in it, and we should embrace it.

7 Report of the President & Principal [AB-23-04-19-07]

The Principal presented his report. The following questions and issues were highlighted in discussion:

- Admission numbers were good overall with careful management to avoid unintentional consequences with offers made. Offers were diversifying away from the heavy reliance on China, but remained quite dependent on one or two countries.
- The new Freedom of Speech Bill was making its way through Parliament. It would give a route for complaints to be heard in court to determine damages. Academic Board will discuss the implications

for King's once the Bill is approved.

- King's had received £10million from Nigerian Philanthropist and Lawyer, Aare Afe Babalola, to establish the Afe Babalola African Centre for Transnational Education. The new Centre will enable young Africans to access education and opportunities which they would otherwise not be able to have. This was the first philanthropic gift of this significance from Africa.
- King's had agreed the removal of the exclusivity clause in its contract with Pearson, the publisher for support services in support of online services. King's Global was now being revisited in the light of this change and a broader plan for education delivery including online provision would be brought back to Academic Board in due course.

8 Report of the KCLSU President [AB-23-04-19-08]

The KCLSU VP for Education (Arts & Sciences), Sara Osman Saeed, presented the KCLSU President's report. She highlighted the results of the cost-of-living survey which revealed that students were able to commit less time to their studies now and that the impact on vulnerable students had been greatest. Students undertaking precarious work required protection for their mental health and wellbeing. The following points were addressed in discussion:

- The Principal asked the Students and Education Director for information on the impact of the £2.5m provided in the budget to help mitigate the cost-of-living crisis. The Director for SED reported that there had been three elements to the mitigations: targeted students who were already hard pressed giving them an automatic 10 percent uplift at a total cost of around £1m; hardship funding that could be claimed by a category of students who fell into hardship at a total cost of around £1.1m; and some specific allocation for PhD students at a cost of around £200k. In addition, subsidised food and drink were available to all at a cost currently running at around £400k and there was also some contingency funding. Additional steps would be taken to ensure that students are aware of the offers and KCLSU's assistance in reaching students would be helpful.
- The Principal noted that the data presented by KCLSU had been collected about a month ago and that it was humbling to see the results in spite of the measures put in place.
- KCLSU agreed to report back on comparisons with other London universities.

Decision:

KCLSU would report back on the comparison with other London universities concerning student experience with the cost-of-living crisis.

9 Reports of Committees

9.1 Report of the Academic Board Operations Committee [AB-23-04-19-09.1]

9.1.1 Academic Board Student Representative Elections

The Committee recommended approval of a new approach to recruiting and sustaining high quality engagement from students fulfilling the role of Student Academic Board Member. The proposal had come from KCLSU and had been reviewed by ABOC which included the KCLSU President and one other student Academic Board Member, Ting Meng. It utilised the KCLSU Student Voice Design Framework to improve participation rates and effectiveness of student members' engagement by bringing on to the Board students who already have some understanding of the university's governance structure and the challenges facing faculties with respect to student experience and policy issues affecting students.

It was intended that the new process would be used for student membership in 2023/24.

In discussion it was noted that students registered within PACE did not currently have a route to

election for the Board and ABOC would review this.

Decision:

- (i) That the following changes be made to the election of student Academic Board members as a pilot for three years, with a review and recommendations to come forward at the end of this period:
- (a) For UG and PGR students:
- Elections to be conducted after the election of student representatives in faculties in the Spring Term;
 - Nomination and voting pool to be reduced to include only faculty student representatives who have been directly elected by students in their faculties to serve on the Senior Academic Association Committees or as Faculty Student Representatives as appropriate within each faculty structure (See Appendix 1)
 - Any seats that are not filled through the above process will be subject to a by-election from the same nomination and voting pool in the following Autumn Term.
- (b) For PGT students:
- Elections to be conducted in September once all PGT courses have started
 - Nomination and voting pool to be the whole PGT cohort for the Faculty
 - Any seats that are not filled will be subject to a by-election from the same nomination and voting pool later in the Autumn Term.
- (ii) That ABOC would review the position for student members of PACE to be eligible for voting and election to the Board.

9.1.2 Motion on change of contract mid-term

Decision:

That the following ruling be approved in instances where an elected staff member of Academic Board changes employment contract mid-term to one which does not fulfil the profile of the position to which they were elected:

- (a) If the change in status occurs in the Autumn Term, the member must step down immediately and a by-election held to fill the seat.
- (b) If the change in status occurs post-December, the member will be permitted to continue to serve until the vacant seat is filled in the Spring Term elections, provided they remain an employee of King's, with the newly-elected individual taking on the seat early for the balance of the year.
- (c) If an individual resigns from the Board, the same timings will apply: a by-election to be held for a vacancy that occurs before 31 December; holding the seat vacant until the Spring Term election is held with early take-up of the seat by the new incumbent for vacancies that occur post 31 December.

*All other Items **approved** or noted on the Consent Agenda:*

9.2 Report of the College Education Committee (CEC) [AB-23-04-19-09.2]

9.2.1 King's Foundation Teaching Weeks

A member welcomed the amendment of the Foundations programme timetable to accommodate a coordination of reading week with school half term holidays to support

colleagues with parental responsibilities and asked whether there were any plans to make the same considerations for the scheduling of the King's academic calendar as this has been a recurring topic raised by academic colleagues over many years and recently highlighted by NEST, the parent and carers network.

It was noted that there was a working group looking at a number of issues related to the academic calendar, including this issue. Any change could not, however, be in place for the coming academic cycle. Changes would be brought to Academic Board for consideration for future years in due course.

*All other Items **approved** or noted on the Consent Agenda:*

10 Report of The Dean

10.1 Report of The Dean [AB-23-04-19-10.1]

The report of The Dean had been dealt with in the Unanimous Consent Agenda

10.2 Election of Associates of King's College (AKC) [AB-23-04-19-10.2]

*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-23-04-19-11]

The report from Council was presented by staff Council Member Natasha Awais-Dean. Issues considered at the most recent meeting had included the terms of reference for the Governance Review to be concluded by January 2024; the Annual Health and Safety Report; external audit tender; and the first meeting of the Staff and Culture Strategy Committee (SCSC).

The Principal added his personal thanks to the staff members who had joined SCSC and Professor Stephen Bach for his vital role during the interim period before a permanent appointment to the role of VP (People and Talent) was made.

12 Any Other Business

None.

The meeting adjourned at 16:18.

Irene Birrell

College Secretary

April 2023

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-03.2

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
19 April 2023	5	Climate & Sustainability	Principal to raise issue of shareholder voting rights within endowment funds with the Investment Subcommittee	President & Principal			Pending
19 April 2023	8	Report of the KCLSU President	KCLSU to report back on the comparison with other London universities concerning student experience of the cost-of-living crisis	President, KCLSU			Pending
19 April 2023	9.1.1	Report on AB Student Representative Elections	ABOC to review position for student members of PACE to be eligible for voting and election to AB	ABOC			Pending
8 March 2023	5	Research Strategy	Working group to be established to review ways to support and showcase education pedagogic research and to find pathways for AEPs to contribute, be recognised and rewarded for this research. The Working Group would report to the June 2023 meeting of the Academic Board.	SVP Academic VP Research & Innovation VP Education & Student Success	June 2023		Complete – on agenda
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
Xan Kite, Director of Governance Services
June 2023

Academic Board

Meeting date 28 June 2023

Paper reference ABOC-23-06-28-03.3

Status Final



Academic Board Business Plan

Action required

- For approval
- For discussion
- To note

Executive summary

Academic Board receives its annual business plan for noting at each meeting.

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:

- King's Education Strategy 2017-2022 (through reports from CEC)
- International Strategy (through reports from CIC)
- Widening Participation Strategy
- Student Mental Health & Wellbeing Strategy & Action Plan (through reports from CEC)

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

- Curriculum 2029
- Flexible curriculum
- Portfolio simplification
- Online professional education
- Enabling Student Success
- Professional Statutory and Regulatory Body (PSRB) Updates
- Community Charter
- Teaching Excellence Framework (TEF) submission
- Research Excellence Framework (REF)

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

Updates from the Equality, Diversity & Inclusion Team to be received three times a year.

The Board will continue to receive its regular reports from the President & Principal, KCLSU, Council and the College Dean, and the regular reports from its committees.

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.

Date	Item	Action	Responsible	Next Steps
2 Nov 2022	King's Global	Strategic discussion	VP(IES)	
	Strategy Refresh	Strategic discussion	Principal	
	<i>EDI</i>	<i>discuss</i>	<i>EDI</i>	<i>EDI report 1</i>
	<i>OfS Conditions of Registration</i>	<i>Approve recommendation</i>	<i>CEC</i>	<i>Council approval</i>
	<i>Degree Outcomes Statement 2021-22</i>	<i>Approve</i>	<i>CEC - ASSC</i>	
	<i>Interruption of Study Policy and Guidance</i>	<i>Approve</i>	<i>CEC - ASSC</i>	
	<i>External Examiners report</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Update as necessary</i>
14 Dec 2022 <i>(Strategic focus)</i>	Education: TOPIC TBC	Strategic discussion	ED (SED)	
	Marking Framework	Note	CEC	-
	<i>OfS TEF Return</i>	<i>Approve recommendation</i>	<i>CEC</i>	<i>Council approval</i>
	<i>Assessment Board Annual Report</i>	<i>Note</i>	<i>CEC</i>	
	<i>Annual Report on Student Misconduct, Appeals & Complaints</i>	<i>Note</i>	<i>CEC</i>	
	<i>Annual report on Examinations & Assessment</i>	<i>Note</i>	<i>CEC</i>	
	<i>Assessment Boards UG Awards Data</i>	<i>Note</i>	<i>CEC</i>	
	<i>King's Education Awards</i>	<i>Note</i>	<i>CEC</i>	
8 March 2023	Research Strategy Update	Strategic discussion	VP (R&I)	
19 April 2023 <i>(Strategic Focus)</i>	Climate & Sustainability Action Plan	Strategic discussion	SVP (Academic) & AP (KC&S)	
	ChatGPT	Strategic discussion	VP (E&SS) & Exec Dean, Law	
28 June 2023	AI	Strategic discussion	VP (E&SS) & Exec Dean Law	
	AEP Pathway	Strategic discussion	SVP (Academic)	
	Merger – international School for Government and Policy Institute	Note	President & Principal	
	<i>Student Terms & Conditions 2024-25</i>	<i>Approve</i>	<i>ED (S&E)</i>	<i>Publish</i>
	<i>Academic Regulations 2023-24</i>	<i>Approve</i>	<i>CEC - ASSC</i>	<i>Link on web</i>
	<i>External King's validation regs: RADA and ICCA</i>	<i>Approve</i>	<i>CEC</i>	
	<i>King's First Year: Credit Framework & Gateway</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>Support for Study</i>	<i>Approve</i>	<i>CEC</i>	<i>Publish</i>

	<i>Assessment Boards PGT Awards Data</i>	<i>Approve</i>	<i>CEC</i>	<i>Publish</i>
	<i>EDI update</i>	<i>Discuss</i>	<i>EDI</i>	<i>EDI report 2</i>

Academic Board	
Meeting date	28 June 2023
Paper reference	AB-23-06-28-05
Status	Final

The Implications of Large Language Models at King's

Action required

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

Paper Explanation for Members

Why is this paper being presented?	For background information and discussion
What are the key points/issues?	The transformative challenges and opportunities created by large language models
What is required from members?	Discussion

Paper Submitted by:

Dan Hunter, Executive Dean, The Dickson Poon School of Law

The Implications of Large Language Models at King's

Introduction

Prompt

I am a university administrator and have to write a report on the effects of large language models on higher education. Please provide an outline for this report, covering the main issues for universities. Provide examples for each issue and provide citations to any useful papers.

Completion

Title: The Impact of Large Language Models on Higher Education: A Comprehensive Report

I. Introduction

- A. Background information on large language models (LLMs)
- B. Purpose of the report

II. Overview of Large Language Models

- A. Definition and characteristics of LLMs
- B. Evolution and significance of LLMs in the field of artificial intelligence
- C. Examples of prominent LLMs:
 1. OpenAI's GPT-3
 2. Google's BERT
 3. Facebook's RoBERTa

III. Benefits of Large Language Models in Higher Education

- A. Enhancing research capabilities
 1. LLMs can assist in information retrieval, analysis, and synthesis.
 2. Example: Researchers can leverage LLMs to process vast amounts of academic literature efficiently (Brown et al., 2020).
- B. Improving student learning experiences
 1. LLMs can support personalized and adaptive learning.
 2. Example: Chatbots powered by LLMs can provide instant feedback and assistance to students (Yordanova et al., 2022).
- C. Advancing natural language processing in educational applications
 1. LLMs can enhance automatic grading and assessment systems.
 2. Example: LLMs can evaluate essays and provide constructive feedback, reducing the burden on instructors (Jiang et al., 2021).

IV. Challenges Posed by Large Language Models in Higher Education

- A. Ethical concerns
 1. LLM-generated content may raise issues of plagiarism and intellectual property.
 2. Example: Students using LLMs to generate assignments without proper citation (Metz, 2021).
- B. Bias and fairness
 1. LLMs can perpetuate biases present in the training data.
 2. Example: LLMs may generate discriminatory responses regarding gender, race, or other sensitive topics (Bolukbasi et al., 2016).
- C. Security and privacy risks
 1. LLMs may inadvertently reveal confidential information.
 2. Example: LLMs trained on university data could expose private student records (Vyas et al., 2021).
- D. Disruption to traditional teaching models

1. Concerns over the role of instructors when LLMs can provide comprehensive information.
2. Example: LLMs offering comprehensive lecture notes, reducing the need for instructors to deliver content directly.

V. Strategies for Harnessing Large Language Models in Higher Education

A. Establishing guidelines and policies

1. Implementing policies on ethical use and proper citation of LLM-generated content.
2. Example: Creating a university-wide policy addressing the responsible use of LLMs in research and academic work.

B. Incorporating LLMs into curriculum and instruction

1. Integrating LLMs into course materials to enhance learning outcomes.
2. Example: Incorporating LLMs in language courses to improve language proficiency and writing skills.

C. Collaboration and interdisciplinary research

1. Encouraging collaboration among researchers, educators, and AI specialists to address challenges and optimize LLM use.
2. Example: Establishing interdisciplinary research centers focused on AI and education.

VI. Conclusion

A. Recap of the main points discussed

B. Future prospects and potential developments in LLMs and higher education

Introduction

The text above is a verbatim prompt and completion from ChatGPT, the large language model (LLM) from OpenAI that everyone knows and almost everyone uses. As you can see, ChatGPT provides an excellent overview of some of the challenges and opportunities that LLMs present for King's—and it took a great act of will on my part not to expand this summary and pass it off as my own work.

Like its successor, GPT-4, and its competitors from Google, Meta, and others, ChatGPT is a system using a LLM trained on huge swaths of the internet using vast computing resources and sophisticated maths. The training algorithms and data generate a computational model of the connections between language units (“tokens”) that can then be used to generate text based on an initial user prompt. The prompt provides the context for the generation of the answer text (the “completion”) and the LLM mathematically predicts the next word in the sequence based on the prompt, and then serially iterates from there to generate each word in the completion based on everything that has gone before. As many people have discovered, the results are remarkable, especially when paired with other sophisticated methods to tune the output from the model.

Memorably derided as “stochastic parrots,” LLMs are *language* models, not knowledge models or cognitive models or sentience models. They have no internal representation of objects in the world, they do not understand causation, and they have no concept of the relationship between objects and/or actions—in short, they do not code for a range of features that artificial intelligence researchers once believed was necessary to create systems that could display genuinely intelligent behaviour. (They also are not sentient or conscious, although many humans will interpret them as displaying these characteristics and that’s a whole other can of worms.)

The extraordinary results generated by the latest generation of LLMs is an emergent behaviour of language—if it appears that these models are intelligent or can display sophisticated causal reasoning or even “understand” the world in a meaningful sense, it’s because of a couple of strange artifacts of humanity. Humans demonstrate intelligence via language, and we interpret intelligence (and cognition and sentience) also via language. The first aspect of this is the most important for our purposes; while the second is significant to understand the concerns about LLMs as the beginnings of artificial general intelligence. So it is that a sophisticated model that encodes a large corpus of human language will be able to create new language that seems to display remarkable intelligence, insight, and creativity, even without

any internal representation that codes for any of those things. These artifacts are not coded into the model, they have just emerged because of the huge corpus of language that the model has been trained on.

This paper was requested to provide a basic primer on LLMs and to generate a discussion about the challenges and opportunities for the College created by LLMs. It takes as its starting point the fundamental observation that language is not the same as cognition, but that we have often used assessments of language as the basis for recognizing and assessing cognitive ability.

Challenges presented by LLMs

LLMs challenge existing systems within higher education because language is a proxy for thinking. This is as true for higher education as it is for LLMs. We want to admit prospective students who will be a good fit for the College—so we ask them to write an admissions essay that talks to why they want to come to King’s and what aspects of their lives make them worthy of being considered to be admitted. Once admitted, we want to know if that student has understood and internalized the lessons of our classes—so we set them an essay question that challenges them to explain to us what they’ve learned. When that student moves onto a PhD, we want them to demonstrate that they have read and processed the broad contours of their discipline before they embark on their narrow research question—so we ask them to write a literature review of their field. And so on.

Until November 2022 when ChatGPT was released, using language-based proxies was appropriate and helpful. This is no longer true. Without any understanding at all, LLMs can ignore the cognitive purpose behind the language-based challenge and simply generate completions that fulfil the fundamental criteria of the language-based exercise. So, for example, LLMs can create an excellent literature review for any PhD candidate in minutes, without the candidate ever cracking the (electronic) spine of the canon for their discipline. LLMs can answer any essay question in basically any discipline at the level of an excellent student. And so on. Some other examples of this fundamental problem are given by ChatGPT above, and they’re all accurate and important. (Even though no thought went into their creation.)

There is no magic bullet to solve this problem. However, a decent starting point is to identify important language tasks within the university process—especially in our interactions with students—and to interrogate their underlying purpose. Where the generation of language is the fundamental object then LLMs are useful tools. Where the generation of language is a proxy for an underlying cognitive purpose, then using LLMs may defeat the purpose and new approaches will have to be developed.

For example, generating summaries of lectures in order to provide students with materials for revision is a great use of LLMs, since summarizing lectures is not an exercise that teachers get much cognitive benefit from. Whereas using a LLM to create a PhD literature review defeats the underlying purpose of creating the review, and so we will need a new approach. Either we take the unfortunate (and unenforceable) step of banning the use of LLMs for literature reviews, or we come up with a new process that helps the PhD candidate fulfil the original purpose of the literature review.

To confront this issue, the College will likely need a series of working parties to identify problems and generate solutions. The College Education Committee has already confronted the issue and come up with a proposal. It seems that many more examples of this will be needed.

Opportunities presented by LLMs

ChatGPT’s completion above gives a few examples of how LLMs can and will positively transform higher education. It suggests that LLMs can process vast amounts of academic literature efficiently, can provide personalized learning environments for students, and automatically grade papers for formative assessment. These are all compelling use cases that the College can and should adopt.

But this is only the beginning. ChatGPT is based on an old model, and so it does not know about the Cambrian explosion of examples, use cases, and research that its own public release has generated.

A quick, unfiltered sample of recent papers on the use of LLMs in education includes:

- Khan Academy's release of Khanmigo, which promises to provide a personalized tutor for free for all K-12 students in all of the fields that it offers instruction (Khan Academy 2023)
- The use of LLMs in lifelong learning, especially in developing countries (Mhlanga 2023)
- The use of ChatGPT in creating practical exercises in forensic accounting (Street & Wilck 2023)
- Using ChatGPT to reduce the effort of producing various types of material as a law professor, including practice exams, class handouts, letters of recommendation, and a report for a committee (Oltz 2023)
- Using ChatGPT to create Socratic dialogues for testing student comprehension of concepts (Shaver 2023)
- Using ChatGPT to create STEM assessment exercises, and then automatically grading them (Zhai 2023)
- And so on...

I do not pretend to know the best way to capture all the opportunities that we have in front of us. But I know that we should be discussing this. Hence this paper.

Large language models are a transformative technology for our sector. We should be leading in their responsible use.

Dan Hunter
4 June 2023

Annex – CEC Paper: "Use of AI in Assessment"

CEC paper: use of AI in Assessment

Introduction

This document outlines potential ways to foster effective academically ethical practice on the part of your students and mitigate against academic misconduct in view of the rapid evolution of generative AI tools. In the short term there may be a need to make minor changes to assessments for the upcoming assessment periods but in the longer term there will be a need for a wider discussion about how the College chooses to engage with the opportunities and challenges that are rapidly evolving and that have the potential to affect the way that universities operate and what we are seeking to develop in our students.

Universities around the world have responded to the rapid development of AI tools in varying ways, from prohibiting the use of Generative AI to more permissive approaches that give clear guidance on how to reference the use of tools within the assessment approach. This paper recommends that King's adopts the latter approach and gives some suggestions of ways in which colleagues might work with their students to agree academically sound and reasonable measures to mitigate the potential for using AI in assessment to gain unfair advantage.

Background

Following recent publicity around Generative AI such as ChatGPT, technical developments in AI have started to impact the world of education. ChatGPT is a user-friendly, chat-bot style Web tool based on GPT-3, a proprietary large language model built by the firm OpenAI. GPT stands for 'generative pre-trained transformer', referring to its creation of output, the way it is trained before use and does not dynamically learn (although its deployment may collect data for future

rounds of training), and the type of machine learning model used - transformers have seen success in natural language processing. OpenAI have now released GPT4 which shows significantly improved performance.

ChatGPT predicts the next character in a sequence. Give it some text, and it will give you some more. GPT-3 has been trained on text from the Web, from books and from Wikipedia, costing an estimate \$4.6m (and 500 metric tonnes of CO₂) to train its 175 billion parameters, in addition to large total sums on [small army of outsourced contractors](#) who check prompts to steer the model away from reproducing illegal or harmful content.

We can expect language models both from OpenAI and other firms and research groups to be rapidly integrated into many other tools and technologies. OpenAI has been using GPT-3 as a basis for other systems, including the image generation ('AI art') system DALLÉ-2 and the code-generation tool GitHub CoPilot, and OpenAI's synthetic content detection tool, 'AI Text Classifier'. The company also offers GPT-3 as a paid service for other companies to use in making their own software, which has led to writing assistants (e.g. copy.ai) and other tools. They have agreed a multi-billion dollar partnership with Microsoft, who suggest they will make OpenAI's large language models available in MS Word. Many other firms and research groups have similar technologies to GPT-3 (e.g. Google's LAMBDA/Sparrow/GLaM, BigScience's BLOOM). These are currently unreleased or less publicised, but heavy competition means that tomorrow, the conversation could move quickly from ChatGPT to another tool entirely – we are already beginning to see this with the release of GPT4. ([AI, education and assessment](#), UCL, February 2023)

Implications for assessment

The implications for assessment are significant - all written work and coding are vulnerable. A [recent report](#) shows that GPT4 'exhibits human-level performance on various professional and academic benchmarks, including passing a simulated bar exam with a score around the top 10% of test takers' (OpenAI 2023). These tools are only going to increase in effectiveness and prevalence and trying to ignore them, outrun them or prohibit their use are not viable approaches.

Turnitin are launching their AI checker in Beta in Early April; King's will be disabling this function whilst its effectiveness is evaluated and until guidance for

staff and students can be produced. This may provide some form of mitigation, but we can't be certain how reliable or effective this will be.

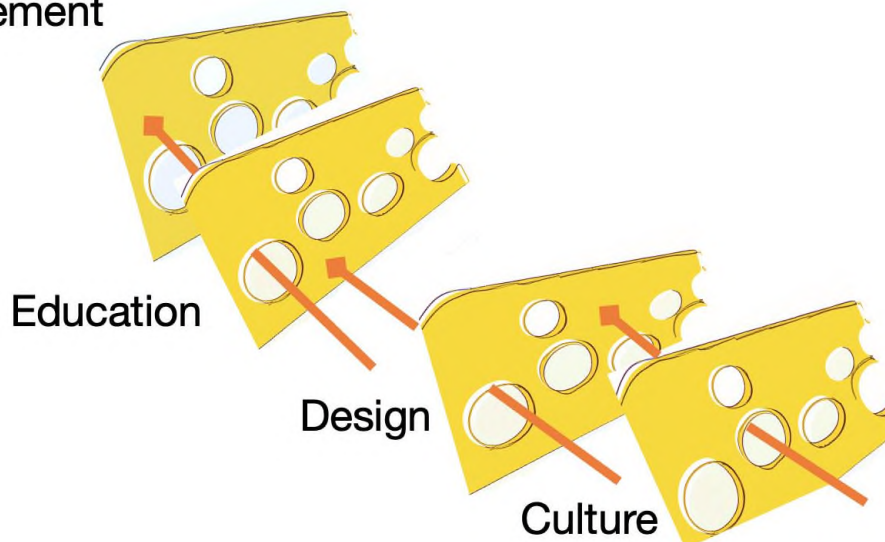
Approach and recommendations

There are several approaches one can take to mitigate against students using these tools in order to gain credit for work that is not their own:

1. Assessment design
2. Educational culture – communicating with students about the issue and the importance of ethical behaviour and agreeing 'codes of conduct' with them
3. Detection and enforcement

Research ([Rundle, 2020](#)) shows that doing any one of these on its own will not satisfactorily address the problem and suggests that we need to take a multi-layered, or 'strength in depth' approach and layer all these approaches together.

Enforcement



'Swiss Cheese' model showing how a multi-layered approach can be effective.

Suggested recommendations

1. Agree your department's position on the authorised uses of generative AI in both formative and summative assessments. This should include a statement of citation conventions in your discipline. Possible authorised uses might include using tools for stylistic suggestions or for preparatory searches.
2. In the case of specific assessments, module leads should specify to students exactly what is acceptable and how this should be acknowledged in the assessment submission. In those modules where a formative outline or similar

precedes and informs a subsequent summative assessment, the module lead should make clear whether any use of generative AI is acceptable in the development of both the formative and summative pieces.

3. Underline and explain the importance of sound academic ethical practice to your students and their responsibility as members of our scholarly community. Signpost your students to current King's policy and guidance on academic integrity (which is in the process of being updated), available on [Student Services Online](#).
4. Inform your students that they must not try to pass off work created by generative AI tools as their own without acknowledgement of the ways in which they have used such tools. This would constitute academic misconduct. Indicate that you have the right to conduct an interview to confirm authorship.
5. Consider asking your students to submit a coversheet accompanying their assignments where they sign a declaration that they have not used unauthorised Generative AI tools in working on the assessment and that they have read and understood and accept the College regulations.
6. If the timings are appropriate, amend department, programme and course assessment guidelines to communicate the current position.
7. Minor changes can be made to assessment questions for essays and examinations with the following caveats (see the links section for suggestions on how to tweak summative assessments).
 - a. Significant changes for the current academic year are not recommended given that students will have been preparing for their summative assessments through formative work and the use of past papers. Where substantive changes are made to question style or rubrics from one year to the next, departments are ordinarily required to provide students with sample questions, papers or mock assessments in the new format in good time to allow for adequate preparation.
 - b. Where possible, colleagues are encouraged to conduct internal assessment scrutiny processes. In the case of minor adjustments, such as changing a single question, it is not necessary to seek approval from

External Examiners. We should, however, advise external examiners of changes we make as these may otherwise be picked up in annual reports.

- c. Where minor adjustments are made module leaders / internal examiners should follow their standard departmental process by seeking any necessary approval, for example via Department Teaching Committee.
-
8. Reflect on your assessment practices and how you may need to adapt them in response to the capabilities of generative AI technologies in planning your assessment for next academic year. Suggestions can be found at the KEATS link below and further guidance will be forthcoming later in the year from the working group, chaired by Prof Dan Hunter, that is considering both the assessment issues and the larger questions of the opportunity that generative AI provides for the College.

Further resources

- KEATS: [Generative AI and Assessment](#)
- The Quality Assurance Agency for Higher Education (2023): [The rise of artificial intelligence software and potential risks for academic integrity: a QAA briefing paper for higher education providers](#)
- UCL: [AI, education and assessment staff briefing](#)

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-06

Status Final

Review of the Academic Education Pathway

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Paper Explanation for Members

Why is this paper being presented?	This paper responds to the discussion and actions arising from the Academic Board meeting held on 8 th March around the scholarly contributions of colleagues on the Academic Education Pathway (AEP) and, specifically, how this work might be supported, formally recognised, and rewarded.
What are the key points/issues?	<p>The pathway to promotion for Academic Education colleagues has been in place for 5 years and it is timely to assess the impact and alignment to the overall King's Strategy. Furthermore, anecdotal feedback around parity-related issues, including the application of criteria for promotion, extend beyond the scholarly contribution discussed at the Academic Board meeting and was raised at the Academic Staff Committee on 21st March.</p> <p>To ensure proper consideration of all these issues, this paper proposes a more comprehensive review of the AEP be carried out through the Academic Year 2023-24. This review will be led by colleagues from the AEP Community who will evaluate the AEP against its original aims, with particular emphasis on opportunities for the advancement of staff whose academic careers are focused on education innovation and delivery. The findings of this review will be shared with Academic Board for discussion and advice, prior to any potential changes to policy or practice being considered by the Academic Staff Committee.</p>
What is required from members?	Members are asked to note the content of this paper and consider the attached Terms of Reference (ToR) for the proposed AEP Progression Working Group.

Paper Submitted by:

Professor Rachel Mills, Senior Vice President (Academic)

Review of the Academic Education Pathway

1. Background

- 1.1 The Research Strategy discussion at Academic Board on 8th March stimulated wider consideration of the scholarly contributions of colleagues on the Academic Education Pathway (AEP), with particular emphasis on how pedagogical research might be supported, formally recognised, and rewarded. It was agreed that a report evaluating the AEP staff distribution and progression across all areas would to be provided to June's Academic Board meeting, with a commitment to set up a Working Group to review any areas identified through this analysis.
- 1.2 The pathway to promotion for Academic Education colleagues has been in place for 5 years and it is timely to assess the impact and alignment to the overall King's Strategy. Anecdotal feedback around parity-related issues, including the application of criteria for promotion, extend beyond the scholarly contribution discussed at the Academic Board meeting and were considered at the Academic Staff Committee (ASC) on 21st March. The ASC endorsed the proposal to set up a Working Group to review the AEP progression criteria and implementation.
- I. It is proposed that the review of the AEP be carried out through Academic Year 2023-24, reporting in time to incorporate relevant changes to policy or practice in the following year.
 - II. We provide here an overview of the current AEP landscape at King's. This provides a university-level picture of the current AEP population¹.
 - III. We propose establishment of an AEP Progression Working Group, led by colleagues from the AEP community who will evaluate the pathway against its original objectives, assess variance across the faculties and define scholarship more tightly. The findings of this review will be shared with Academic Board for discussion and advice, prior to any potential changes to policy or practice being considered by the ASC.
- 1.3 Academic Board are asked to note the content of this paper and consider the attached Terms of Reference for the proposed AEP Progression Working Group.

2. The AEP Landscape

- 2.1 Launched in Spring 2018, King's now has 435 staff on the Academic Education Pathway (c60% female, c40% male). The distribution of staff on Academic Education contracts across faculties is presented in Table 1 below.

Table 1. AEP Population by Faculty, Grade and Gender (March 2023)

	A&H	DPSoL	FoDOCS	FoLSM	IoPPN	KBS	NMES	NMPC	PACE	SSPP	Stud & Ed	Total	%
L	50	21	0	28	20	18	22	47	9	76	1	292	67
SL	4	5	6	21	8	3	8	17	1	18	3	94	22
R	1	0	3	12	5	1	0	1	0	3	0	26	6
P	1	0	3	11	1	1	1	2	0	2	1	23	5
Total	56	26	12	72	34	23	31	67	10	99	5	435	
Gender*													
M	20	13	12	32	16	12	18	9	10	42	5	162	37
F	36	13		40	18	11	13	58		57		273	63

¹ May include staff who many have subsequently left King's. Excludes NHS appointments.

**Gender breakdown is not available for small data sets in order to protect individual personal data. Data for other protected characteristics is incomplete and needs evaluating as part of the proposed review.*

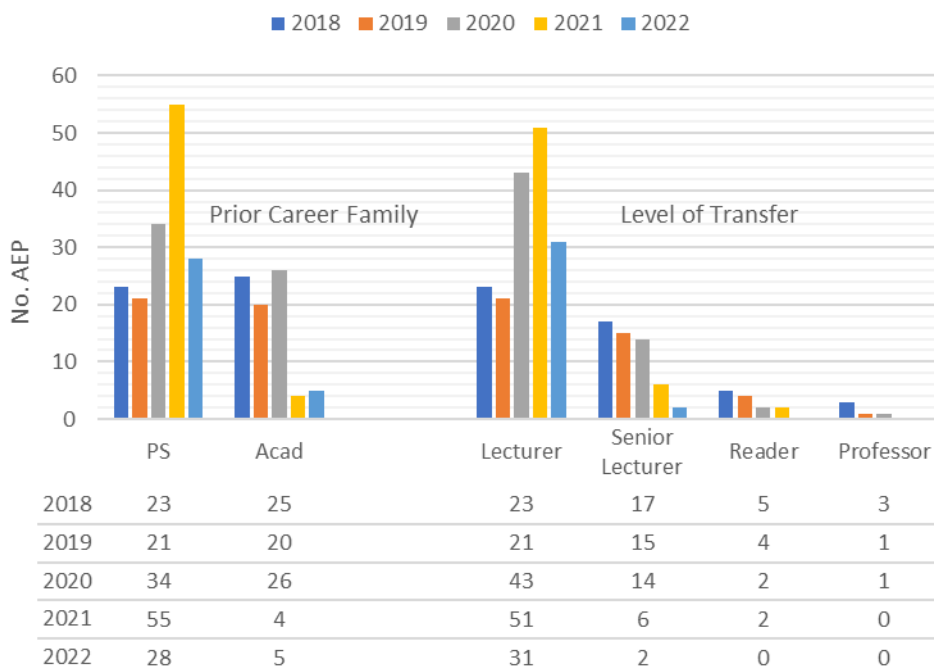
- 2.2 Numbers of staff on the AEP vary significantly across faculties, with the largest cohorts in Social Sciences and Public Policy (SSPP), followed by the Faculty of Life Science and Medicine (FoLSM) and Nursing, Midwifery and Palliative care (NMPC). While faculty student numbers will have a significant bearing on the size of the AEP cohort, there is no direct correlation (FoLSM, for example, have the largest student cohort, while NMPC sit in the lower quartile for this metric).
- 2.3 The majority of Academic Education staff in faculties are at lecturer level, which makes up 67% of the total AEP cohort. Numbers decrease successively with progression through to the senior grades, with just 5% of AEP staff at Professorial level. This trend is broadly observed across most faculties, with the exception of FoLSM and FoDOCS, which in comparison have a greater proportion of Reader and Professorial level AEP staff (32% and 50% respectively).
- 2.4 The difference in numbers and grade profile are likely to reflect various factors relating to individual faculty models of recruitment and deployment of staff on the AEP and this will be explored in greater detail by the AEP Progression Working Group.

3. AEP Transfers

- 3.1 In addition to those on traditional academic grades, a broad range of roles have been considered for transfer to the AEP; these include Teaching Fellows (which make up c48% of internal transfers), Early Development Fellows and Teachers/Clinical Tutors (6%) employed on academic contracts with a HESA classification of 'Teaching Only'. 12% of transfers are classed as 'Other', these typically reflect those with Education leadership/co-ordination responsibilities, for example, Team Leaders, Language Co-ordinator, Deputy Phase Lead, Module Lead, Placement Co-ordinator etc.
- 3.2 Since its inception, 241 staff (59% female, 41% male) have successfully transferred to the AEP from existing Professional Services (PS)², Education & Research (E&R) and Teaching Only (TO) Academic roles. A university-level overview of the number of transfers onto the AEP between 2018-2022, including grade and previous job-type is provided below (Figure 2).

² Typically Teaching Fellows, but may include those roles classified as 'Other' i.e. education co-ordination roles.

Figure 2. AEP Transfers (2018-2022)



3.3 161 Professional services (PS) staff have transferred to AEP between 2018-2022, compared with 80 Academic staff previously on E&R or TO contracts. While PS transfers to AEP each year remain fairly constant, the transfer of E&R and TO Academic staff to AEP decreased significantly from 2020. This may be explained by the July 2020 REF census date for staff.

3.4 The majority of transfers to AEP are to the Lecturer grade (169), which largely reflects the high number of Teaching Fellows successfully transferring (115). A smaller number of transfers to the more senior academic grades are observed (SL: 54, R:13, P:5).

3.5 An in-depth review of the transfer process will be carried out during the proposed review.

4. Promotions

4.1 A total of 148 applications for promotion have been received since the inception of the AEP, with numbers increasing year on year. Promotion rates by year and academic grade can be seen in *Figure 3*. The Working Group will consider how these success rates compare with those on E&R contracts; however, as an indication, the success rates for E&R promotions in 2021-22 and 2020-21 was 92% and 96% respectively.

Figure 3. AEP Promotion rates (2018-2022)

		Successful	Unsuccessful	Total Applications	Overall success rate (%)
2018-19	SL	7		11	81
	R	2	1		
	P		1		
2019-20	SL	7	1	17	94
	R	5			
	P	4			
2020-21	SL	19	2	37	89
	R	10	2		
	P	4			
2021-22	SL	18	3	33	90
	R	7			
	P	5			
2022-23*	SL	38		50	N/A
	R	9			
	P	3			

*Success rates not currently known for 2022-23 as the process for this year is not yet complete.

4.2 In terms of gender balance, application for promotions tend to be marginally more successful for males, with 100% success rate at Senior Lecturer and Professorial level, compared with 86% for woman. However, this position is reversed for promotions to Reader, where 100% of women are successful, compared with 80% of men. Again, a deeper evaluation of trends including the 2023 data will be carried out by the proposed review.

5. Next Steps

5.1 It is proposed an AEP Progression Working Group is established to further examine this data at faculty level, with a view to establishing any causal relationships and informing the broader evaluation of the AEP against its original aims. The findings of this review will be shared with Academic Board for discussion and advice, prior to onwards submission to ASC for consideration of any recommendations for changes to policy/practice in 2024-25. The ToRs for the AEP Working Group can be found in Annex I.

Professor Rachel Mills

Senior Vice President (Academic)

8th June 2023

Joanne Kirner

Chief of Staff (SVP Academic)

Annex 1: Academic Education Pathway: Progression Working Group Terms of Reference

Academic Education Pathway: Progression Working Group

Terms of Reference

Context

Launched in Spring 2018, the Academic Education Pathway (AEP) was established to enable appropriate recognition, reward and opportunities for advancement for exceptional educators at King's. Characterised by a new Academic Education contract of employment, it proposed an indicative workload of 80% focussed on leadership & innovation in education, teaching delivery and administration, with the remaining 20% dedicated to education-related scholarship. While the [original AEP proposal](#) considered staff employed on Academic Education contracts to be out of scope for REF purposes, unequivocal parity with other academic colleagues in relation to status, performance expectations and advancement opportunities is explicit.

Now in its 5th year, it is appropriate to review progress in terms of appointment to, and progression on, the AEP, with a view to understanding whether the original objectives of the AEP are being achieved. The output may also inform future thinking around our people strategies and profile, including the potential need for adaptations to performance and promotions frameworks (ensuring appropriate triangulation between AEP objectives, broader strategy, and process).

Purpose and Scope

The AEP Progression Working Group (henceforth referred to as '*Working Group*') will **evaluate the AEP against its original aims**, with particular emphasis on opportunities for the advancement of staff whose academic careers are focused on education innovation and delivery; and will **make recommendations** surrounding any strategic considerations and/or changes to the promotions criteria.

In its evaluation, the Working Group will:

- 1. Surface variances across faculties to assess the level to which the AEP is consistently applied: -**
 - a) Explore AEP recruitment strategies and subsequent deployment across each of the faculties and PACE e.g., how do faculties utilise the role?
 - b) Determine typical entry levels to the AEP, and the grades/posts/career family from which new AEP entrants transferred.
 - c) Analyse and assess the level of progression within faculties, surface any local criteria and/or good practice and provide an appraisal for the cause of low progression, if found³.
 - d) Examine the potential causes for AEP colleagues to leave the route.
- 2. Recommend a clear and explicit definition of scholarship: -**
 - (a) Investigate how scholarship is defined and applied in each faculty, including proportion of time broadly allocated and typical focus e.g., education or discipline-related research, or 'other' (to be identified).
 - (b) Examine and compare how scholarship is understood and applied in peer group universities for similar roles and identify any key considerations or core trends.
 - (c) Consider the contribution of educational pedagogic research undertaken by staff on the AEP and determine how this might be acknowledged in terms of REF recognition.
- 3. Review King's Grade descriptions and Criteria for the Academic Pathway**
 - (a) Consider whether the examples of the type of activity that might be expected at each level remain appropriate in the context of the scope and purpose of this Working Group.

³ It is acknowledged that this may be limited by the relatively short period since the launch of the AEP.

Membership

The group will be chaired by a member of the Professoriate on the Academic Education Pathway who is a member of the Academic Board and will comprise:

- 4 Academic Education colleagues nominated by the Executive Dean and selected from those faculties with the largest AEP cohorts (SSPP, FoLSM, NMPC, A&H), as well as an AEP representative for PACE.
- Vice President (Education & Student Success)
- 1 Faculty Vice Dean representative responsible for Academic Planning/People & Planning/People and Culture
- REF Delivery Director
- HR Director of People Partnering (Faculties)
- HR Director of Remuneration & Policy

Other King's colleagues may be invited to participate in the Working Group on an ad hoc basis, as determined by the Chair.

Project Duration & Reporting

This review will be carried out through Academic Year 2023-24. The Working Group shall meet as necessary with a view to submission of their findings to the Academic Board for discussion and advice, and then onwards to the Academic Staff Committee to consider any recommendations related to amendments to policy or practice for implementation in 2024-25.

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-07.1

Principal'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 President & Principal highlighting current issues and events and developments since the last meeting of Academic Board.
What are the key points/issues?	Cost of living update; apprenticeships approach; student mental health services; admissions update; Pearson partnership; Bush House South West Wing.
What is required from members?	To note

Paper Submitted by:

President & Principal

Principal's Report

Cost of Living (CoL) support

Following the last Academic Board meeting, we reviewed data showing the high proportion of students in London to be experiencing more CoL pressures. Anticipating this we had launched the Cost of Living support package with three principal elements to it, in addition to the usual planned and budget support:

- Targeted support through a 10% uplift to all bursary holders. By definition, this would provide support to those most in need by dint of meeting the eligibility for a bursary. Total spend estimated at £1m.
- Support for those that fell into need during their studies. This is the purpose of hardship funding. The three main (all discipline) hardship funds had their aggregate funding extended from £0.6m to £1.2m. Approximately £1.1m has been distributed to date.
- Support for all: subsidised food and drink offerings, including breakfast and lunch options. Approximately £0.4m has been spent to date.

A further £0.5m was held in contingency, dependent on feedback and evidence of demand.

That said we did notice that King's students were experiencing greater impact of CoL as compared to other RG students. It is worth remembering the differential population characteristics. For example, Index of Multiple Deprivation quintile 1 and 2 students constitute ca. 45% (and over 4,000 students) of King's UG student population, but 25% (and 1,000 students) at Imperial, and similarly low numbers at LSE. While our efforts may mitigate some of this, it may not be possible to achieve equivalence to those universities with a very different SES makeup.

In terms of awareness raising and getting messages to students, some communities are receiving direct comms from dedicated teams/ staff – for example, care leavers and estranged students receive regular direct communications. There has been a money and cost of living focus in campaigns: on campus (pop-ups), part of the NSS and PTES campaigns comms to finalists, in the App, takeovers of Student News, in the Student Hub and on social media. We have noted in the report the other marginalized communities that had higher rates of CoL stress (e.g., disabled students, first in family etc.) and in the future will devise more targeted ways at addressing these communities.

We were also concerned whether these CoL pressures were keeping students from Campus, or leading to lesser use of facilities, or causing students to seek residences far away from the College. Fortunately, we do not find evidence for this. Footfall at the College is higher than ever before. The Library attendance this year is 26% higher than last year, and the median distance from place of residence is lesser now (~5.6km) than it used to be 5 years ago (~6.1km).

Counselling and Mental Health Support

Despite continued increases in YOY demand, waiting lists and waiting times for Counselling have been reduced significantly this year. As of 1 March, average waiting times for 2022/23 were 16.8 calendar days, compared to 50.8 at the same point the year before. Students triaged as high risk are of course seen much sooner (within 2-3 days). The number of students on waiting lists as of 1 March has consistently been around 400 but this year is down to just 14 students.

We are targeting around 10 days but there are good grounds for not trying to drive the average down much below that (students are not ready for the appointment, or they prefer to wait to see a particular counsellor rather than simply be deployed to the first available). Key factors are:

- Time spent to engage with and reflect on the data
- Transparent and equitable hours counting and student allocation
- Changing the default model from a guaranteed six sessions to “1 plus up to 5 dependent on need”

- “Opt in” after the first assessment to confirm need and commitment
- Directing resources to mental health assessment specialists who triage, rather than adding additional counsellors.
- Establishment of a Welfare and Wellbeing function removes some of lower-urgency need for counselling specialist support

Apprenticeships Approach:

At Council we had a discussion about how King’s is approaching the opening possibilities in Apprenticeship, especially since the introduction of the Levy.

The College is currently reconsidering its institutional position on Apprenticeships including, a) how King’s better uses the apprenticeship levy to train our own staff and b) whether and how we become a provider of apprenticeships, and how this aligns with College strategy.

Currently the following Apprenticeships are being scoped in some detail:

- FoLSM – doctor qualification route for other healthcare professionals [e.g, nurses] – this provides an alternative route to qualification outside of the current cap on numbers. Early discussions with our Health Partners have indicated willingness to ‘top-up’ the levy.
- DPSoL – the solicitor qualification pathway. DPSoL is in discussions with the newly formed City Legal Consortium of ‘Magic Circle’ firms wishing to secure a Russell Group alternative. The cost of student acquisition will be met by the firms who have also indicated a willingness to ‘top-up’ the levy.

We are proceeding with caution. The apprenticeship environment is very highly regulated. Compliance is essential, as is a positive learner and employee journey. Providers are:

- Subject to Ofsted inspection framework and judgements on quality of teaching, learning and assessment (i.e., *requires improvement*), with associated reputational risk
- Subject to audit by the ESFA (the apprenticeship funder)
- Subject to compliance requirements by the Office for Students

Because of this burden of regulation, apprenticeships is an area that we need to consider carefully in terms of resourcing and set up.

Admissions update

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pearson Partnership

King’s distance learning programmes have been provided through an Online Programme Management (OPM) partnership with Pearson which began in 2015, when we became their first UK university partner. During this partnership and through engaging seven faculties, together we have created 12 online learning degree programmes and a series of short courses that have been delivered successfully for our students, helping King’s to establish strong credentials in the online learning market.

In terms of what King’s does in the future, consolidating our online degree programmes will give us the space and opportunity to explore ways to increase and grow our online portfolio to meet student expectations. It is in this context that we are reducing the number of programmes offered in conjunction with Pearson.

Of the 12 online degree programmes run with Pearson, four will continue to be delivered until the end of their respective contracts. For the remaining eight programmes, the application deadline for the final intake of new students will be Tuesday 6 June 2023, and teaching will commence on Tuesday 4 July 2023. Prospective students will not be able to enrol after this date and all students already on these programmes will be able to complete their studies over a period of three years.

As a result of this change, we are considering our options for future online provision.

BH SWW:

The University Executive has approved the Strategic Outline Case (SOC) which updates the business case for Bush House South-West Wing (SWW). The SOC moves us from the ‘buy and hold’ strategy endorsed by Council in summer 2022 and recommends bringing the SWW into use for the university. There are a range of critical benefits to bringing SWW into use, the building will support student success and staff satisfaction, it will lock-in the benefits of the pedestrianised Strand and advance our carbon goals. As part of a reconfigured campus, SWW will support planned growth to 2029 whilst also enabling the decant from VWB. UE has approved the immediate release of £2m to progress RIBA stage 2 design, which is scheduled to complete by September 2023. This recommendation has been heavily informed by the master-planning process for Strand/Waterloo which is now well advanced, and by our plans to implement new ways of working more widely across the University community. Council will receive the SOC and supporting documents in July, after Finance and Estates Strategy Committee in June.

Shitij Kapur, President & Principal
June 2023

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-07.2

Status Final

Student Terms and Conditions 2024-25

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Motion: That Academic Board approve 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

Paper Explanation for Members

Why is this paper being presented?	To ensure that the various Terms and Conditions (T&Cs) sets that apply across the university are reviewed and recommended for approval annually, ahead of the new application cycles. There are nine sets of T&Cs that apply across King's. Last year it was agreed that all T&Cs should follow the same review cycle and should be submitted to the Student and Consumer Protection Board for recommendation, and then to Academic Board for approval
What are the key points/issues?	<p>Four sets (General, King's Online, King's International Foundation and Pre-Sessional) went under substantial review in the previous cycle, and as such the changes proposed for this review are fairly limited. The Executive MBA set is largely based on the General set and also has limited changes.</p> <p>The remaining sets, all sitting within PACE, have undergone substantial review following recommendations made in the previous review cycle. The content, style and structure has been aligned to the General set in order to ensure CMA compliance and consistency across King's.</p> <p>A summary of key change is attached. All sets have been reviewed in consultation with internal stakeholders and Legal Services. On the recommendation of internal Legal Services, all sets have also undergone external legal review.</p> <p>•</p>

What is required from members?	To review and approve each set of Terms and Conditions.
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Paper History

Action Taken	By	Date of Meeting
Recommended	Student and Consumer Protection Board	22 May 2023

Paper Submitted by:

Darren Wallis, Executive Director of Students and Education Directorate

Megan Wright, Policy Manager, Academic Regulations, Quality and Standards

Terms and Conditions Review

Terms and Conditions Review

Background

There are 9 sets of Terms and Conditions (T&Cs) that apply across the university. In February 2022, the Student and Consumer Protection Board (SCPB, then known as the CMA Steering Group) agreed that all T&Cs should follow the same review schedule, and that all sets should be submitted to the SCPB for recommendation and then to Academic Board for approval. For this review cycle, the following sets of T&Cs have been reviewed:

1. General Terms and Conditions for Students 2024/25
2. Terms and Conditions for Executive MBA students 2024/25
3. Terms and Conditions for King's Online Students 2024/25
4. Terms and Conditions for King's International Foundation Students 2024/25
5. Terms and Conditions for King's Pre-Sessional Students 2024/25
6. Open Enrolment Short Courses Terms and Conditions 2023/24
7. Terms and Conditions for Corporate and Tailor-Made Tuition in the Language Centre 2023/24
8. Terms and Conditions for Evening, Saturday and Summer Language Courses 2023/24
9. Terms and Conditions for Non-Credit Bearing Language Courses 2023/24

Sets 3-9 above sit within the School of Professional and Continuing Education (PACE). The internal review for all sets has been coordinated by ARQS (sets 1-2) and PACE (sets 3-9), in consultation with internal Legal Counsel and key stakeholders. On the recommendation of internal Legal Counsel, all T&Cs have undergone external legal review with the law firm Pinsent Masons.

Four sets of T&Cs (General Student; King's Online; King's International Foundation and King's Pre-Sessional) went under substantial review in the previous cycle. Subsequently for this annual review, the changes to these four sets are fairly minor. The Executive MBA set is based on the General set and has largely been updated in line with this, subject to a few variations. The remaining four sets (Open Enrolment Short Courses; Corporate and Tailor-Made Tuition; Evening, Saturday and Summer Language Courses and Non-Credit Bearing Language Courses) have undergone substantial review in this cycle. Recommendations were made in the last review cycle that the content, style and structure of these T&Cs should be aligned to the other T&Cs and, as such, this work has been undertaken. Additionally, these four sets have been reviewed and updated for the 2023-24 intake of students, as opposed to 2024-25. This is because students on these sets (6-9 above) apply later in the cycle. However, the 2024-25 content in the General T&Cs has been used as a basis for the four 2023-24 sets, rather than using the 2023-24 General T&Cs as the basis. The legal view is that the 2024-25 General set represents current best practice and there would be a risk in not including these latest changes in sets 6-9, even if this means all of the 2023-24 sets are not entirely aligned.

The key changes proposed for each T&Cs set are summarised below. Where applicable and relevant, the changes proposed for the General Terms and Conditions have been incorporated into the remaining sets. In addition to the changes outlined, minor amendments have been made to correct broken or inaccurate links and references to outdated policies and/or procedures have been updated.

Additionally, please note that on 31 May 2023, the Competition & Markets Authority (CMA) published its [latest guidance](#) "UK Higher Education Providers – advice on consumer protection law". Given the timeframes, it has not been possible to consider this latest guidance whilst undertaking this review of the Terms and Conditions. With Pinsent Masons, work will be undertaken over the summer by ARQS and relevant stakeholders to review the T&Cs and related content, such as offer holder letters. Any updates that may be required to the T&Cs in light of this new guidance will be taken via Chair's Action (if required), but otherwise will be considered at the next meeting of Academic Board.

1. General Terms and Conditions for Students Proposed Changes for 2024/25

Section 2: Definitions

A new definition has been added for “Leave of Absence” (see section 4 below).

Section 3: The Contract

As part of the internal stakeholder review, it was proposed that a new clause was added to reflect that Admissions may occasionally accept an offer on an applicant’s behalf. The external legal advice was that as far as possible, the applicant should accept the offer themselves via the Admissions Portal and if there are any exceptional circumstances where this doesn’t happen, the T&Cs should explicitly state what these are. As such, the new proposed clause (3.2) outlines the circumstances in which Admissions may accept an offer on behalf of an applicant.

Section 4: Application and Admission

“Leave of Absence” has now been added as a term and a definition has been added to Section 2: Definitions. The definition proposed is as follows: ‘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’. This has been added in order to clarify a later clause in Section 4 which references Student Route visa holders taking a leave of absence. Internal stakeholders had commented that “leave of absence” was a vague term and suggested adding a definition. Clause 4.2.11 has been updated to note that King’s may be required to report a Leave of Absence to UKVI, which may lead to the curtailment of a Student Route visa.

A new clause has been added (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”. This has been added in response to an increase in student enquiries around eligibility for the Graduate Route visa.

Section 5: Student Obligations and Course Delivery

A new clause has been added (5.1.3) to note that King’s has a requirement to record a student’s term time address whilst they are enrolled at King’s, and it is the student’s responsibility to ensure this address is correct and must update any changes within 14 days. This has been added to reflect ongoing work related to the Goods and Services Tax (GST), as any GST liability will be based on the student’s term time address.

Section 6: Tuition Fees

In clauses 6.1.2 and 6.9.5-6.9.7, clarity has been added around the Goods and Sales Tax. 6.1.2 has been amended to reflect that the offer letter may include details of any applicable Sales Tax, as King’s are still in the process of setting up an end to end solution to calculate, invoice, collect and report GST. Currently offer letters do not stipulate an amount of GST, they refer students to a webpage with further information.

6.9.5-6.9.7 have been redrafted and expanded to clarify that King’s reserves the right to recover GST on any fees and/or a change in the rate of GST, where King’s has provided reasonable advance notice. 6.9.7 now clarifies the circumstances in which a student can terminate their Contract if they are unhappy with King’s passing on any GST or an increase in the rate of GST.

In relation to deposit refunds (6.3.3), the reference to students being able to receive a refund if their application/offer is withdrawn by King’s in accordance to 4.1 has been removed. Admissions and Finance have clarified what scenarios King’s would refund a deposit, and King’s would not want to refund a deposit in scenarios listed in 4.1, i.e. if the student is at fault (for example if they fail DBS checks or cannot comply with immigration conditions).

6.6.4 has now been amended and corrected to reflect that a student is considered self-funded if sponsored by a friend or relative, rather than sponsored. 6.8.1 has been expanded to note that a student may be prohibited from accessing online course content as a consequence of late payments.

The information relating to tuition fee increases for returning students has been updated in 6.9.3: Tuition fees may not exceed a 6% increase, or in accordance with the preceding November’s rate of CPI if higher.

November has been added as a reference because work to start calculating and entering fees for the next academic year's returning students usually starts in January. These figures have been discussed and agreed by University Executive and Finance Committee.

Section 7: King's Cancellation Rights

7.1.2 has been updated to note that King's may cancel the Contract if a student does not pay their tuition fees, applicable GST or additional costs within 30 days of notification, as opposed to the previous commitment of 60 days. 30 days aligns the General set to all other T&Cs sets.

A new clause has been added in 7.2 to clarify the process for tuition fee refunds for a student that is withdrawn from their course/if their contract is terminated by King's. The clause explains that if they have underpaid at the date of termination they will receive an invoice for outstanding fees, if they have overpaid at this point, they can request a refund.

Section 8: Your Cancellation Rights and Withdrawal

As part of the internal stakeholder review, it was proposed that the reference to students being able to cancel their place via written letter was removed (8.2.2). This is a matter that was discussed in the previous review cycle and has been reviewed again by Admissions and legal. The most recent external legal advice is that the removal of "letter" is acceptable from a consumer law perspective, as students still have the option of emailing or using the model cancellation form.

The model cancellation form, which is hyperlinked in the T&Cs, will retain a reference to posting the form to Admissions, until all students who are enrolled on previous sets of T&Cs (which include a reference to posting the form) have been taught out. Therefore from 2024/25, the T&Cs will not

reference posting the form, but the form will. The legal perspective on this is that this is a minor discrepancy and most students will email the form in any case.

Clause 8.6 has been expanded to clarify current practice, which is that if a student interrupts or withdraws during the Cancellation Period (and has received teaching during this period) or after the Cancellation Period has expired, the fees will be revised based on the number of weeks they have attended their course.

Section 9: King's Obligations to Students

A new point has been added under 9.2.1 Changes to Courses (now 9.2.1.c), to clarify that a change may be made or required to a course where a key member of staff is no longer available, and suitable teaching or supervision arrangements are provided. This has been added as an additional point after the Centre for Doctoral Studies queried what would happen if a PGR student's supervisor left or became unavailable during the student's studies. This clarifies that a change in supervision arrangements would be a change in course, i.e. the course can continue if suitable alternative arrangements are provided. The wording in clause 9.3.1(a) has been retained, however, to explain that a course may be closed where a member of staff is no longer available and suitable alternative teaching or supervision arrangements cannot be provided.

Upon external legal advice and following OIA sector guidance, a new clause has been added (9.5.3) that expands upon Force Majeure Events. This new clause provides more robust wording and states that King's will mitigate the effect of a force majeure event, such as rescheduling postponed classes. The external legal advice is that this reduces the risk that the clause will be deemed unreasonable, if King's sought to rely on this clause to limit its liability.

Section 13: Data Protection

Some additional text has been added to clarify that students who are involved in processing personal data can seek advice from the King's Information Compliance team, as well as their tutor or supervisor. The rationale to the addition is that a tutor/supervisor may not always be able to advise on the finer details of data protection legislation.

2. Terms and Conditions for Executive MBA Students Proposed Changes for 2024/25

The Executive MBA T&Cs largely mirror the content of the General T&Cs, the main area of variation is around fee payment and refund arrangements. The following points are in place for the current 23/24 set and were discussed by King's Business School, Finance, Legal Services and external legal counsel in 2022. As such, the changes proposed for the 2024/25 set are minor.

Greater detail around fees are provided in this set, for example tuition fee instalments are specified in 6.4.1, and the fees have increased from the 2023/24 T&Cs set. Tuition fees are fixed for the duration of the EMBA course (which is taught part-time over two years), however if a student returns to studies following an interruption/suspension, King's reserves the right to increase their tuition fees to reflect the current fees payable by the latest intake of students. This is reflected in 6.8.3-6.8.5.

Section 8: Your Cancellation Rights and Withdrawal varies from the General T&Cs. In the General T&Cs, if a student withdraws after the cancellation period has expired, they are liable for any fees up to the date the contract was terminated (i.e. fees are pro-rated). For the EMBA, the course is effectively split into four blocks over two years and the liability for fees is based on when they withdraw in relation to these four blocks (see clause 8.6).

3. Terms and Conditions for King's Online Students Proposed Changes for 2024/25

Where applicable and relevant, the changes proposed for the General Terms and Conditions have been incorporated into the King's Online set. A new clause has been added (4.1.7) to highlight the responsibility of students to verify the recognition of King's Online programmes and seek advice from accrediting bodies in the region they wish to study or find employment.

In 5.1.3, students are required to keep their term time address up to date to ensure that the correct invoices can be raised for new modules every eight weeks. Given these different timeframes, the King's Online T&Cs have removed the timeframe 'within 14 days' as stated in the General T&Cs. A clause on academic fails (9.4) previously had its own section, but has now been incorporated under Section 9: Tuition Fees.

10.2 has been amended to clarify that where King's cancels a student's contract, the student may be offered a pro-rated refund of a module not completed. King's Online does not normally issue pro-rata refunds as fees are charged per module as the student progresses through their course. However, the external legal advice received notes that this amendment would be in line with CMA guidance, which advises against charging consumers for services they have not received. The amendment to 10.2 reduces the risk of this being invoked in the event of a cancellation of contract.

4. Terms and Conditions for King's International Foundation Students Proposed Changes for 2024/25

This set has largely been updated to align with changes made in the General T&Cs, as there have been very few changes to the affected programmes and requirements.

The 2023/24 set had stipulated that a tuition fee increase for returning students would not exceed a 10% increase on the previous academic year's tuition fee for the course in question. This clause was out of step with the corresponding information in the other T&Cs, and has subsequently been reviewed by PACE and Finance. This has now been amended in 9.8.3 to 7% (or in accordance with the preceding November's CPI, if higher). This varies from the 6% specified in the General set but has been deemed appropriate by PACE and is in keeping with their financial planning.

5. Terms and Conditions for Pre-Sessional Students Proposed Changes for 2024/25

This set has largely been updated to align with changes made in the General T&Cs, as there have been very few changes to the affected programmes and requirements.

6. Open Enrolment Short Courses Terms and Conditions Proposed Changes for 2023/24

This set has undergone substantial review in order to align the content, style and structure to the General Terms and Conditions and ensure CMA compliance. Sections have been amended to reflect content that is specific and relevant to applicants/students on these courses. Non-relevant sections have been removed

(e.g. relating to deposits and Funding via the Student Loans Company), and some definitions have been adapted for suitability.

Content has been added relating to the Online Learning Environment in section 6 (as access to KEATs is variable across courses) and minimum technology requirements for accessing courses. Given the nature of these courses, some specific content relating to Course Materials has also been transferred from the current T&Cs and updated appropriately (section 10).

In the General T&Cs, if a Contract is cancelled the student may be charged pro-rata fees based on the date of the cancellation. In this set, the reference to pro-rata fees has been amended to 'a proportion of fees' (8.2), as it was felt practically introducing the concept of pro-rata for these courses would be complex.

Clause 9.5 has been transferred and updated accordingly from the previous T&Cs for these courses. This provides a breakdown of the refund eligibility depending on when an applicant cancels their contract outside of the 'cooling off period'. This has been discussed with external legal Counsel and PACE colleagues, as it varies from clauses in similar T&Cs (e.g. King's Online). Legal have noted that this has the potential to be challenged under consumer law given that a student could be charged a full fee, despite not receiving any teaching. PACE have confirmed that they would only seek to charge in full for cancellations received less than 14 days before the course start date if PACE have incurred costs for the preparation of the course, and/or if they were unable to recruit replacement participants. For these courses, cancellations have a big impact due to small class sizes. Given this, the final external legal advice is that this clause can be retained.

7. Corporate and Tailor-Made Tuition in the Language Centre Proposed Changes for 2023/24

This set has undergone substantial review in order to align the content, style and structure to the General Terms and Conditions and ensure CMA compliance. Sections have been amended to reflect content that is specific and relevant to applicants/students on these courses. Some wording has been amended for suitability, for example the reference to 'offer' has been removed and replaced with 'Course Agreement Form'.

Additional sections have been added relating to Teaching and Assessment Information (section 7), Technology and System Requirements (section 8) and Certificates (section 9). These provide information on the variety of teaching formats and the minimum technology requirements for accessing courses. Section 9 notes that individuals do not receive an award once they complete a course but are able to download a certificate of attendance. A section has also been added relating to Student Status (section 10) which notes individuals studying these courses do not acquire full King's student status by enrolling/attending a course, and also outlines what services individuals are eligible to use at King's (for example, they can use the space of the library but cannot take materials out on loan from the library).

Content relating to tuition fees, enrolment and changes to courses has undergone some minor amendments to ensure the information is relevant to tailor-made tuition.

A section has been added on Lesson Cancellations (section 12), which clarifies how individuals can request a single lesson of their course to be rescheduled and the restrictions around this. The section also outlines that if King's cancels a single lesson, King's will endeavour to offer a replacement lesson.

8. Evening, Saturday and Summer Language Courses Proposed Changes for 2023/24

This set has undergone substantial review in order to align the content, style and structure to the General Terms and Conditions and ensure CMA compliance. Sections have been amended to reflect content that is specific and relevant to applicants/students on these courses.

Definitions of 'Course Parts', 'Evening Language Courses', 'Normal Class Hours', 'Saturday Language Courses', 'Summer Language Courses' and 'Transfer' have been added to Section 2: Definitions. This is to provide clarity around areas that are markedly different to standard UG/PG programmes. A definition of 'transfer' was added as it is common for students to transfer between classes/languages/levels if their initial choice does not suit them.

References to 'offer' have been changed to 'application', or removed accordingly, as these students do not need to meet any specific academic criteria to attend a course. Section 4: Application and Admission has also been amended to reflect this. Similarly, references to coursework/assignments/exams have been removed as these do not apply here. In section 8, content has been added in regards to the Online Learning Environment (as access to KEATs is variable across courses) and minimum technology requirements for accessing online courses.

A section on Lesson Cancellations has been added (section 12). This clarifies that if a class is cancelled for an Evening Language Course or Saturday Language Course and a suitable alternative arrangement cannot be found, the student is entitled to a pro rata refund for the cancelled lesson/s. For Summer Language Courses, lessons cannot be rescheduled so students will receive a pro-rata refund for any cancelled lesson. In 14.7, it is noted that students cannot obtain refunds for lessons which take place on the advertised date and time that they cannot attend for unforeseen changes in their circumstances.

A section has been added on Transfers and Deferrals (section 16) to provide clarity and key principles for students transferring to different languages and/or levels. Transfer deadlines have also been provided.

9. Terms and Conditions for Non-Credit Bearing Language Courses for 2023/24

This set has undergone substantial review in order to align the content, style and structure to the General Terms and Conditions and ensure CMA compliance. Sections have been amended to reflect content that is specific and relevant to applicants/students on these courses. The name of the set has been amended from 'Non-Assessed Language Courses' to 'Non-Credit Bearing Language Courses' to correctly reflect the scope of the content.

The Application and Admission section (section 4) has been refined and updated to reflect the steps applicants must take to apply for a place on a course, which deviates substantially from the General Terms and Conditions. A section has been added on Lesson Cancellations (section 11). This clarifies that in the first instance, King's Language Centre will seek to offer a replacement lesson. If it isn't possible to find a suitable alternative arrangement and two lessons are cancelled in a row, the student will be eligible for a pro-rata refund for the cancelled lesson/s.

Additional sections have been added relating to Teaching and Assessment Information (section 7), Technology and System Requirements (section 8) and Certificates (section 9). These additions largely mirror the content in the "Corporate and Tailor-Made Tuition" T&Cs (see set 7 in this paper).

Content relating to tuition fees, enrolment and changes to courses has undergone some minor amendments to ensure the information is relevant to these courses

**GENERAL TERMS AND CONDITIONS FOR
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 undergraduate programmes, postgraduate taught programmes, postgraduate research programmes, and blended programmes.

2. DEFINITIONS

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

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

"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 either directly by King's or via UCAS
"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) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
- (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
- (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
- (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.

4.1.5 King's 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 6.7.12, 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 applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on [Criminal Record Disclosure](#) for more information.
- 4.4.2 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 will vary depending on whether your fee status is classified as "Home" or "Overseas". Your fee status is assessed as at the first day of each academic year of your Course. The latest information on your fee status is available in your Offer and [here](#).

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

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

6.2 Additional costs

You are responsible for your own living expenses, travel and accommodation costs (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 Deposits

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

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

6.3.3 Deposits are non-refundable except where:-

- (a) You cancel your acceptance of a place within the Cancellation Period (see Section 8); or
- (b) King's is unable to confirm your place on the Course because You do not meet the conditions of your Offer of a place and You have provided proof that You do not meet the conditions of your Offer by the deadline specified in your Offer; or
- (c) You are an international student and unable to obtain a student visa necessary to study on the Course and King's is satisfied that You took all reasonable steps to ensure You obtained your visa prior to commencing your Course and that the failure to obtain the visa was not your fault.

6.4 Funding via the Student Loans Company

6.4.1 Where King's is informed directly by the Student Loans Company of approved undergraduate loan funding the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to You in December and payable by 31 January or 14 days from the date of the invoice (whichever is the latest).

6.4.2 It is your responsibility to ensure that You apply to the Student Loans Company for undergraduate funding on an annual basis.

6.4.3 If You receive postgraduate or doctoral loan funding directly from the Student Loans Company You are responsible for making payments to King's directly. It is possible for Your tuition fee payments to be aligned with Your loan disbursement dates. Further information can be found [here](#).

6.5 Self-funded students

6.5.1 Home status undergraduate students (including PGCE students):-

- (a) You are not required to make a payment of fees before or on enrolment.
- (b) If You enrol in September You will be invoiced for your tuition fees at the beginning of December and will have until 31 January to make full payment. However, if You prefer, payments can be made before 31 January. Please note for self-funded students there is only one tuition fee instalment.

- (c) You are able to view and print a copy of your invoice from the [Student Records "fee statement page"](#). A pdf copy of the invoice will also be sent by email to your King's email address around the second week of December.
- (d) Self-funded students receiving the maximum King's Living Bursary of £1,600 and who pay 75% of the total tuition fee by 31 January can request for the remaining 25% to be paid by 30 April. Students should submit their request for this extension [here](#). For further information on how the King's Living Bursary operates please see [here](#).
- (e) Mid-session students who have enrolled part-way through the academic year on courses starting in January or later will:-
 - (i) if enrolled on or before 17 January, have until 31 January to pay their full tuition fee; or
 - (ii) if enrolled after 17 January, have 14 days from the date of the invoice to pay their full tuition fee.

6.5.2 Overseas undergraduate students and postgraduate students:-

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

6.5.3 Non-Award Short Credit Bearing Courses

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

6.6 Sponsored students

6.6.1 If You are:-

- (a) a sponsored student on a [Study Abroad Course](#); or
- (b) a student whose fees are being paid by their "home" university (i.e. the institution where the student starts and ends their Course),

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

- 6.6.2 If You are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, You should provide a valid sponsor letter on or before enrolment. Further information on what documentation should be provided at enrolment is available [here](#). Where King's is informed directly by Student Loans Company or the NHS of approved funding, the relevant body will be invoiced directly for your tuition fees. Any balance of fees not covered by such funding will be invoiced to the student and will be payable under the terms set out under Section 6.5.1 (Home status undergraduate students (including PGCE students)).
- 6.6.3 The invoice for your Course fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non- payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your Offer.
- 6.6.4 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

6.7 Making Payment

- 6.7.1 It is your responsibility to make arrangements to pay 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.
- 6.7.2 All payments must be made using one of King's advertised payment methods. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.
- 6.7.3 King's advertised payment methods can be found [here](#).
- 6.7.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 6.7.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 6.7.6 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 6.7.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 6.7.8 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 6.7.9 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 6.7.10 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in

relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.

- 6.7.11 Where a debit or credit card payment received by 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.
- 6.7.12 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.
- 6.7.13 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.

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

- 6.8.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
 - (a) You may be prohibited from sitting examinations/submitting coursework;
 - (b) You may be prohibited from using library or computing facilities or services;
 - (c) You may be prohibited from 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.
- 6.8.2 For further information on the process and consequences of late payment, please see [here](#).
- 6.8.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.
- 6.8.4 A student who is suspended under Section 6.8.1 above may have their King's registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 6.8.5 Students whose registration at King's is cancelled under Section 6.8.4 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of

previous study will be subject to King's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.

- 6.8.6 A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuition fees within 14 days of the date of invoice. Further information is set out in Section 8..
- 6.8.7 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out [here](#).
- 6.8.8 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

6.9 Tuition fee variations

- 6.9.1 Details of your tuition fees and any applicable Sales Tax in the first year of your study at King's will be set out in your Offer. Many programmes last several years, and King's reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your Course, improving the educational services we provide to You, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew King's facilities (for example, buildings, IT and library facilities) and inflation. King's therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 6.9.3 below).
- 6.9.2 Tuition fee increases for certain Home students (undergraduate and postgraduate taught and postgraduate research students) are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 6.9.3 In any event, a tuition fee increase for current students shall not exceed a 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.
- 6.9.4 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 6.9.5 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.
- 6.9.6 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](#).
- 6.9.7 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 your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);

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

7.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or

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

7.2 If 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 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's (for example, if You have applied through clearing) then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Sections 8.5 and 8.6 below.

8.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You. Depending on when You cancel the Contract (in particular, whether it is before or after enrolment) You may be obliged to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Section 8.6 below.

8.6 If You interrupt or withdraw from your Course 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 weeks You have attended your Course. Undergraduate fees are based on 30 weeks' worth of attendance. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out here.

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

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

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

9.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 9.2 for provisions concerning changes to Courses).

9.1.2 Any changes made under this Section 9.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.

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

9.2 **Changes to Courses**

9.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to

the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-

- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
- (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;
- (c) where 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.
- 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 by You in respect of your Course.

10. COMPLAINTS

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

11. SAFEGUARDING

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

12. INTELLECTUAL PROPERTY

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

13. DATA PROTECTION

- 13.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 13.2 If You are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement at a hospital) 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](#) or a placement provider's policy if applicable (i.e. when You are on a third party placement and Process Personal Data on behalf of a third party that is acting as the Data Controller for the Personal Data) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

14. GENERAL

- 14.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.
- 14.2 If any provision of the Contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 14.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 14.4 Neither party intends that any of these Terms and Conditions will be enforceable 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 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) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;

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

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

(d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.

4.1.5 King's 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 your Offer and 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 total 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 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.

6.4 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 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.

6.8.2 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](#).

6.8.3 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.

6.8.4 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 we provide, 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.

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 your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 7.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
 - 7.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
 - 7.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 7.2 If 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 8.5 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.

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 by You in respect of your Course.

10. COMPLAINTS

10.1 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.

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

11. SAFEGUARDING

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

12. INTELLECTUAL PROPERTY

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

13. DATA PROTECTION

- 13.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 13.2 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](#).

14. GENERAL

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

**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 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to You, we reserve the right to withdraw your Offer.
- 4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
 - (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks; or
 - (b) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.1.5 . King's 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 9.9.12, King's reserves the right not to refund your application fee (if applicable).
- 4.1.7 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:-

- (a) You cancel your acceptance of a place within the Cancellation Period (see Section 11) and You have provided proof that You do not meet the conditions of your Offer by the date specified in your Offer; 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.

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 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.

9.10.3 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set in these Terms and Conditions You may be required to study your module at a later date which may result in a delay in You completing your Course.

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

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

9.11 **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 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 8 weeks (whichever is shorter);
 - 10.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing; or
 - 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so.
- 10.2 If 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 or government 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 by You in respect of your Course.

13. **COMPLAINTS**

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

14. **SAFEGUARDING**

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

15. **INTELLECTUAL PROPERTY**

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

16. **DATA PROTECTION**

- 16.1 We will process Personal Data in accordance with the Data Protection Legislation. Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.
- 16.2 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 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.
- 17.2 If any provision of the Contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 17.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 17.4 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 17.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.

**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) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
 - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.
- 4.1.5 King's 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 9.6.13, 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 applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on [Criminal Record Disclosure](#) for more information.
- 4.4.2 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 and in your Offer. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 12.2 for further details.

6. ONLINE VIRTUAL LEARNING ENVIRONMENT

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

- 6.2 We will provide You with login details for KEATS when you enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of KEATS at all times.
- 6.3 You may only use the content on KEATS for your own personal learning and are not allowed to adapt it or distribute any of it to anybody else.
- 6.4 King's does not guarantee that KEATS, or any content on KEATS, will always be available or be uninterrupted. King's may suspend or withdraw or restrict the availability of all or any part of KEATS for business and operational reasons. King's will try to give You reasonable notice in the event of any suspension or withdrawal of KEATS.

7. **TEACHING AND ASSESSMENT INFORMATION**

- 7.1 If your Course includes live classes, these will normally be held Monday to Friday between the hours of 08:00 and 18:00 GMT ("**Normal Class Hours**"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the classes.
- 7.2 Lessons will take place in the form of a combination of synchronous webinars, seminars and tutorials which You must attend in addition to studying independently and conducting research tasks. Online learning will also include self-directed learning units, discussion forums collaborative tasks, homework submissions and assessments.
- 7.3 Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.
- 7.4 No regular classes will take place on recognised UK public holidays.
- 7.5 No refunds will be made for classes not taking place on these dates.

8. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

- 8.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATS, the King's virtual learning environment and to participate on the Course:-
- 8.1.1 a personal computer or tablet;
- 8.1.2 an internet connection with sufficient bandwidth to allow video streaming (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. Information about the payment terms is 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 your Offer and 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 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.

9.4 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 tuition fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in accordance with Section 9.4.
- 9.5.4 If You are a sponsored student, and your sponsor does not pay the tuition fees on your behalf, You will be liable to pay the tuition fees to King's.

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 King's provides a variety of payment methods for students to pay their fees through third party agreed providers of international payment solutions. For further information and to initiate payment, visit your "fees page" in your Student Records portal.
- 9.6.3 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.
- 9.6.4 King's advertised payment methods can be found [here](#).
- 9.6.5 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 9.6.6 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.6.7 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 9.6.8 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.6.9 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 9.6.10 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 9.6.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 9.6.12 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 9.6.13 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.
- 9.6.14 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

9.7 **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 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 7% (seven 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 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 your Course Information or the Academic Regulations or Policies

and Procedures (including, without limitation, in respect of your attendance or academic results);

- 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
- 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
- 10.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.

10.2 If 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.

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 tuition fees for the next or subsequent academic terms and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made.
- 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 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 by You in respect of your Course.

13. COMPLAINTS

13.1 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.

13.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the [Complaints Procedure](#) in the Academic Regulations.

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

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

14. SAFEGUARDING

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

15. **INTELLECTUAL PROPERTY**

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

16. **DATA PROTECTION**

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

16.2 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](#).

17. **GENERAL**

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

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

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

17.4 Neither party intends that any of these Terms and Conditions will be enforceable or be able to be amended or suspended by any third party.

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

**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) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
- (b) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
- (c) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.

4.1.5 King's 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 9.5.13, King's reserves the right not to refund your application fee (if applicable).

4.2 VISA requirements

4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.

- 4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit (BRP) or an entirely digital status (i.e. no physical documentation). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.4 and 9.1).
- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.
- 4.2.6 Some international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's [Data Protection Policy](#), for more information about how King's processes your Personal Data.
- 4.2.8 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.

- 4.2.9 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.
- 4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions, King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.4 and 10.1). If the Offer is withdrawn, King's refuses to register You, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your visa and your ability to enter, study, work and/or remain in the United Kingdom.
- 4.2.11 Where a Student Route visa holder takes a Leave of Absence, then their visa 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. Information about the payment terms is 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, , will have been detailed in your Offer and in the Course Information ("**Additional Costs**").

9.3 Self-funded students

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

9.3.2 The invoice for your tuition fees will be produced shortly after enrolment. Your tuition fees will have been covered by the deposit You paid prior to enrolment, which will be shown on your Student Records "fee statement page". You will therefore not be required to pay any further tuition fees upon receipt of your invoice. Students are able to view and print a copy of their invoice from their Student Records "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 King's provides a variety of payment methods for students to pay their fees through third party agreed providers of international payment solutions. For further information and to initiate payment, visit your "fees page" in your Student Records portal.

9.5.3 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.

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

9.5.5 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.

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

9.5.7 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.

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

9.5.9 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).

9.5.10 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.

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

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

- 9.6.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
- (a) 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 Tuition 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 your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
 - 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
 - 10.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 10.2 If 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.
- 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, 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.
- 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, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
- (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
- (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
- (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
- (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

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

13. **COMPLAINTS**

13.1 If You have a complaint about 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.

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

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

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

14. **SAFEGUARDING**

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

15. **INTELLECTUAL PROPERTY**

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

16. **DATA PROTECTION**

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

16.2 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](#).

17. **GENERAL**

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

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

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

17.4 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.

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

**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 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 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 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 receive your Offer 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
"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
"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

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 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 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.
- 4.1.6 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 your application or your Offer.
- 4.1.7 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
- (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
 - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.

4.2 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, 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 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 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 studying 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 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 and in your Offer. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 11 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 (4Mbps 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 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.
- 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 your Offer and 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 your Offer.
- 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 your Offer 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 and is required to pay the outstanding tuitions 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 in Section 9.

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

7.6.2 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.

7.6.3 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](#).

7.6.4 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 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.

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 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);

- 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 tuition 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 your Course Information or 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.
- 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 accept an Offer 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 contacting King's by email (at shortcourses@kcl.ac.uk) or 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 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.

- 11.2.2 If King's sponsors You under a student visa, Course changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Course, You should speak to us before taking any action.
- 11.2.3 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

11.3 **Closure of Courses**

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

12. COMPLAINTS

12.1 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.

12.2 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**".

12.3 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](#).

13. SAFEGUARDING

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

14. INTELLECTUAL PROPERTY

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

15. DATA PROTECTION

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

15.2 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](#).

16. **GENERAL**

- 16.1 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.
- 16.2 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 16.3 Neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.
- 16.4 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 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. 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. 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 4.1.6 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 4.1.6 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 studying 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).

5.3 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 your Course Information or 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) or using the Model Cancellation Form but You do not have to use the model form.
- 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.
- 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 by You in respect of your Course.

16. COMPLAINTS

16.1 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.

16.2 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**".

16.3 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](#).

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.

20.4 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. 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 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 studying 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.

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 [\[insert link\]](#)).

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 (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, 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 your Offer and 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 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 your Course Information or 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. 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.
- 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) or using the Model Cancellation Form but You do not have to use the model form.
- 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.
- 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 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 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.
- 17.2 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**".
- 17.3 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](#).

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 studying 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.
- 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 Your 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 for all undergraduate and postgraduate students. 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 or interruption. 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 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 your Course Information or 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. 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.

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 contacting the King's Language Centre by email (at languagecentreinternal@kcl.ac.uk) or 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 withdraw	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 on a 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: (i) 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.
- 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 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 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.

16.2 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**".

16.3 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](#).

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.

Academic Board	
Meeting date	28 June 2023
Paper reference	ABOC-23-06-28-07.3
Status	Final



Merging the International School for Government into the Policy Institute

Action required

- For approval
- For discussion
- To note

Executive summary

It is being proposed that the International School for Government be brought into the Policy Institute as a single school. This change represents a key step in the strategic development of both the ISfG and the Policy Institute, providing important benefits to each by ensuring we can leverage their complementary strengths and supporting a shift to realising return on previous investments: the ISfG will be able to draw on the exceptional research, communications and external engagement capabilities in the Policy Institute; the Policy Institute will be able to leverage the teaching infrastructure in ISfG to support a key strategic shift into providing an exceptional education/executive education offer in applied public policy. This will help improve the financial sustainability of both and will provide a richer range of opportunities for students, clients and staff.

The merging of ISfG into the Policy Institute will be accompanied by a shift in governance and leadership of the broader grouping. The Directors of each unit will join a combined Senior Leadership Team, under Director of the Policy Institute, to encourage more joint working and exploiting of opportunities. The brands of each unit will be retained as key assets, but the teams will work collaboratively across the Institute's three key activity areas of education/executive education, research/consultancy and impact/knowledge exchange.

Merger of International School for Government into the Policy Institute

The proposed change is to bring the ISfG, which is currently a separate school within SSPP, under the management of the Policy Institute as a single school. This change represents a key step in the strategic development of both the ISfG and the Policy Institute, providing important benefits to each by ensuring we can leverage their complementary strengths into an expanded education and executive education offer. It helps deliver a key element of SSPP's strategy in providing a more coherent offer in public policy, and supports Strategy 2026 in improving our offer in all four fundamental priorities.

The ISfG has developed a strong teaching infrastructure and market presence, including in delivering a key contract for the UK Civil Service and a Commonwealth Scholarship programme, focused on Commonwealth civil servants.

This has required significant investment, and therefore the recently completed Quinquennial Review focused on providing a clear route map to growth and financial return, through: simplification of modules into 15 credit clusters; introduction of a stackable masters programme; repackaging of selected 5 credit courses for executive education and CPD.

However, the ISfG is a small team of 10 FTE (8 in post), with very little research, communications or impact infrastructure to support and enrich this offer. In contrast, the central Policy Institute team, has a staff of c35 FTE and exceptional research and communications infrastructure, as well as very extensive senior external networks and impact.

In parallel, the key next stage in the Policy Institute's evolution is to develop their PGT and PGR education and executive education offer to further support their financial sustainability. To date the core Policy Institute strategy has successfully focused on external engagement, impact, research and consultancy, increasing revenue of the core units from £3.6m in 2018/19 to c£6.5m in 22/23, and contribution from £156k to c£700k (excluding the Global Institute for Women's Leadership).

But now that the Policy Institute is well-established, it is the right time to leverage this strength to create a very powerful offer of highly applied public policy education in the heart of London.

This strategic shift should also be seen as part of wider developments, including in each of the units connected to the Policy Institute (see Figure 1):

- The Policy Institute has developed its first PhD programme in Applied Public Policy, which will take its first students in October 2023;
- The Strand Group has received approval for running its own MA Programme in Government Studies, with a soft launch of modules in 23/24 and full launch in 24/25. This new, connected structure will allow the Strand Group to draw on the much more developed communications infrastructure in the core Policy Institute team, which will be vital to the success of the MA Programme;
- The Global Institute for Women's Leadership (GIWL) is currently undergoing its Quinquennial Review so conclusions are yet to be reached, but a focus on education and executive education will form a key element of improving financial sustainability;
- There is space for further expansion into postgraduate teaching from the Policy Institute in the technical applied skills required in government, not covered by existing King's programmes. This will be scoped in the coming year, where connection to the ISfG will provide key infrastructure and links to external markets.

The move of the ISfG into the Policy Institute recognises the College's significant investment in ISfG, where this bigger grouping will, firstly, enable sharing of costs: for example, it will allow a reduction in education support roles in the ISfG and Policy Institute establishment budgets by sharing this infrastructure; it will also allow the ISfG

to more directly draw on the existing communications team in the Policy Institute, an important benefit, given profile-raising will be vital to the next stages in ISfG's development.

Secondly, these changes will support the management and delivery of increased revenue, particularly through the Masters programmes coming fully onstream in the Strand Group and ISfG in 24/25. These will help move the combined Policy Institute/ISfG school to a significant positive contribution of c£1m in 24/25 and c£2m in 25/26, providing a return on the investment made over previous years (all changes have been captured in this year's IPP with no additional investments requested).

The merging of the ISfG into the Policy Institute will be accompanied by a shift in governance and leadership of the broader grouping, where the Directors of each unit will join a combined Senior Leadership Team, to encourage more joint working and exploiting of opportunities. The brands of each unit will be retained as key assets, but the teams will work more jointly across the three key activity areas of education/executive education, research/consultancy and impact/knowledge exchange.

This will not only improve the coherence of our offer and increase opportunities for growth, but will also provide a richer environment for staff who will have a wider range of development opportunities across the larger Policy Institute group.

The move has been widely welcomed, including by the Executive Dean of SSPP, the SVP Academic and DVP Operations (at quarterly meetings) and the Directors of the individual units, including the ISfG, Strand Group, GIWL, HSCWRU and the staff in each.

Academic Board meeting

Meeting date	28 June 2023
Paper reference	AB-23-06-28-08
Status	Final

Report of the President of the KCLSU**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 President of the KCLSU at each meeting; this is the final report of the year.
What are the key points/issues?	<ul style="list-style-type: none">• UCU Industrial Action: marking and assessment boycott• KCLSU Organisational Updates
What is required from members?	To discuss

Submitted by:

Mohd Yasir Khan, President KCLSU

KCLSU Report

1. UCU Industrial Action: Impact on students of marking and assessment boycott
 - 1.1. In the previous month, we were notified that the UCU has extended the Industrial Action for an additional six months, which includes a boycott on marking and assessment. While the earlier months of the UCU Industrial Action resulted in lost learning and disruptions to the academic calendar for numerous students at King's College London, the upcoming months, particularly the marking and assessment boycott, are likely to have a significantly greater impact on students' future prospects and professional careers.
 - 1.2. Impact of the Marking and Assessment Boycott on Students: We are concerned about how the marking and assessment boycott will affect our students. One concern revolves around the timeline for students' academic progression, particularly those who are scheduled to graduate. In recent years, there have been instances where the university did not release final qualifications to graduates on time for job applications or further study enrolment. Consequently, there is a substantial risk that similar situations may arise this year for numerous students.
 - 1.3. Additionally, the marking and assessment boycott may impact the organization and timing of resits during Exam Period 3. As previously mentioned, the delayed release of Exam Period 3 timetables has already caused significant stress among students in recent years. With the added complexity of the marking and assessment boycott and its potential impact on Exam Period 2, this concern is heightened further this year.
 - 1.4. Furthermore, all KCLSU Student Officers share a concern that students' grades may be negatively affected by the marking and assessment boycott. It is widely known that certain fields of study require expert insights to accurately assess students' knowledge and competency. We are worried that external non-experts may assess a number of coursework and exam papers, placing students at a disadvantage. This would directly impact students' professional careers and their chances of success.
 - 1.5. Lastly, all of the aforementioned concerns are likely to have a detrimental effect on students' ability to concentrate on revision and during exams, potentially causing adverse effects on their well-being and mental health.
 - 1.6. King's College London has responded (<https://www.kcl.ac.uk/students/important-information-exams-and-assessments-1>) by assuring students that the university will take all necessary measures to ensure that the industrial action does not hinder their studies and progression through their degree. However, the exact strategy for achieving this has not been disclosed. By not addressing obvious questions such as who will mark the assessments and whether they will be double-marked and moderated, the response may not alleviate students' stress and unease, and could instead generate more doubts.
 - 1.7. Importance of Transparency in the Mitigation Strategy: We believe that students should be fully informed about the strategy developed and implemented by King's College London to manage and mitigate the marking and assessment boycott. It is good practice for module organizers to inform students about the module structure and assessment requirements at the beginning of the academic year. This allows students sufficient time to understand what is expected of them to achieve a particular grade and enables effective planning of their work and maintenance of a necessary work-life balance. In the context of this year's marking and assessment boycott, students are not fully aware of how their work will be marked and how their overall grade will be calculated and awarded. We strongly believe that the university should provide insights into the strategy it will employ to alleviate students' stress and unease, ensuring that students are fully informed about every step of the process and capable of questioning it when they want to appeal a given grade or simply understand the process.
 - 1.8. Additionally, we urge the university to publish and share emergency academic regulations that will allow students to progress and obtain their degree even if exam boards do not meet their usual requirements. We also request that the university consider the impact of the marking and assessment boycott, as well as

any related complaints, on the relevant teams at King's College London that handle such issues. We are aware that these teams may already be under significant pressure and have a high workload, which has resulted in disruptions for some students in the past few years. Implementing effective mitigations and clearly communicating them to students in advance may help alleviate this burden in the coming months.

2. KCLSU organisational updates

2.1. Update on KCLSU Advice Service: Since August of this year, KCLSU Advice has actively addressed a significant number of cases, handling a total of 1407. Among these cases, the most prevalent type has been Academic Appeals, with a current count of 687. As we approach June/July, we anticipate a further increase in the number of Academic Appeals cases. It is noteworthy that we have observed a notable rise in the number of students presenting neurodiversity and/or mental health difficulties, with many of them facing complex circumstances that necessitate navigating through multiple processes.

2.2 In our commitment to improving the overall student experience in terms of academics and well-being, we maintain ongoing collaborations with our university colleagues. Together, we strive to develop and implement initiatives that address the diverse needs of our student body. Currently, we are engaged in several projects aimed at enhancing different aspects of student life:

- Let's Talk About Race: This project focuses on fostering a supportive and inclusive environment for students of colour within the NMPC community. By raising awareness, facilitating discussions, and implementing appropriate measures, we aim to improve the experiences and opportunities available to students from diverse racial backgrounds.
- Mitigating Circumstances: Recognizing that students may encounter unforeseen challenges or circumstances that affect their academic performance, we are working on improving the support and resources available to assist students in navigating and mitigating such situations effectively. Our aim is to ensure that students' academic progress is not unduly hindered by unforeseen events or extenuating circumstances.
- Academic Misconduct: As part of our commitment to upholding academic integrity, we are actively involved in initiatives aimed at preventing and addressing academic misconduct. Through education, awareness campaigns, and robust disciplinary processes, we seek to maintain a fair and equitable academic environment that fosters learning, growth, and integrity.
- Support for Study: Recognizing the importance of providing comprehensive support to students in their academic endeavours, we are actively working to enhance the resources and assistance available to students. This includes initiatives such as study skills workshops, access to tutoring and mentoring programs, and the provision of additional academic support materials and resources.
- Academic Appeals: Given the significant number of cases related to academic appeals, we are actively engaged in improving the appeals process to ensure transparency, fairness, and efficiency. Our goal is to provide students with a clear understanding of the appeals procedure, guidance on preparing appeals, and timely resolution of their cases.
- Postgraduate Research Regulations: Acknowledging the unique needs and challenges faced by postgraduate research students, we are actively reviewing and refining the regulations and policies that govern this specific area of study. By engaging with postgraduate research students and faculty, we aim to create a supportive and conducive research environment that maximizes their potential and facilitates successful completion of their research projects.

Through these ongoing projects and initiatives, we are committed to continuously enhancing the student experience at King's College London. By addressing key issues, fostering inclusivity, and providing essential support, we strive to empower students to thrive academically and personally during their time at the university.

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28

Status Final

Report of the College Education Committee

Contents	Meeting at which considered	Main or Consent agenda	Academic Board Action	Reserved item?
1. Admissions Policy (Student Admissions)	24 May	Consent	Approve	No
2. Short Course Policy	24 May	Consent	Approve	No
3. Proposal for Suggested Rewording of the Feedback Regulations	24 May	Consent	Approve	No
4. Academic Regulations	24 May	Consent	Approve	No
5. External Examiner Reports 2021/22: Postgraduate Programmes	24 May	Consent	Approve	No
6. Degree Outcome Statement 2023/24	24 May	Consent	Approve	No
7. The Inns of Court College of Advocacy (ICCA) Academic Regulations for use in 2023/24	24 May	Consent	Approve	No
8. Addition to the Interruption of Study Policy (PGR students)	24 May	Consent	Approve	No
9. RADA Academic Regulations 2023/24	24 May	Consent	Approve	No
10. Non-Academic Misconduct Policy, Procedure and Guidance	24 May	Consent	Approve	No
11. Support for Study Policy & Procedure	24 May	Consent	Approve	No
12. Dignity at King's Prevention of Bullying and Harassment Policy	24 May	Consent	Approve	No
13. Review of Academic Appeals	24 May	Consent	Note	No
14. Student Visa Confirmation of Acceptance for Studies (CAS) Policy	24 May	Consent	Note	No
15. Core Code of Practice for Postgraduate Taught Research Governance and Dissertation Framework review	24 May	Consent	Note	No
16. Periodic Programme Review Report 2022/23	24 May	Consent	Note	No
17. Continuous Enhancement Review (CER) – Overview Report	24 May	Consent	Note	No
18. Learning Environments: Principles (Draft)	24 May	Consent	Note	No
19. Academic Calendar – update	24 May	Consent	Note	No
20. Changes to Evidence Requirements for Mitigating Circumstances	24 May	Consent	Note	No
21. NSS 2023 Results Publication Update	24 May	Consent	Note	No
22. OfS Consultation on a New Approach to Regulating Harassment & Sexual Misconduct in English Higher Education: Final Response from King's College London	24 May	Consent	Note	No
23. Periodic Programme Review Report: Digital Humanities (UG & PGT Taught Programmes)	24 May	Consent	Note	No

24.	Undergraduate Faculty Assessment Boards Annual Report 2021/22	24 May	Consent	Note	No
25.	Postgraduate Faculty Assessment Boards Annual Report 2021/22	24 May	Consent	Note	No
26.	Feedback from Faculty Assessment Boards on Award Data	24 May	Consent	Note	No
27.	Feedback from Faculties on Academic Misconduct	24 May	Consent	Note	No

Approval

1. Admissions Policy (Student Admissions) (Consent) [Annex 1]

Motion: That the Admissions Policy be approved.

Background: The revised policy brings together all updated/relevant policies related to student admissions, at all stages of the process. This will ensure access to consistent and correct information. The proposals have been shared/approved with colleagues where policies directly affect their services. A particular point to note is the removal of the title 'Fair Admissions' which seems outdated. A number of other institutions with comprehensive policies have also moved away from this term.

2. Short Course Policy (Student Admissions) (Consent) [Annex 2]

Motion: That the Short Course Policy (Student Admissions) be approved.

Background: The policy had undergone a scheduled review process through consultation with faculties. The changes were minor and intended to simplify and futureproof the policy and included:

- Referring to existing processes for credit bearing and non-credit bearing approval/reporting
- Revised definitions of CPD, Executive Education and MOOC
- New clause 2.5 referring to the College's stackable framework for CPD
- Clauses 3.1, 3.3 and 3.5 delegating responsibility for financial matters from the Executive Deans in the current version of the policy to the Directors of Operations
- New clause 3.4 regarding goods and services tax and an instruction to code revenue from non-credit bearing short courses to 'account 1179' in clause 3.8.

3. Proposal for Suggested Rewording of the Feedback Regulations (Consent) [Annex 3]

Motion: That the Academic Board approve the amended regulation.

Background: ASSC recommended proposed feedback regulations in March 2022. CEC asked that the College Assessment Working Group (AWG) revisit these as part of a holistic approach to feedback and assessment.

4. Academic Regulations (Consent) [Annex 4]

Motion: That the Academic Board approve the Academic Regulations for 2023-24.

Background: A large-scale review of the King's Academic Regulations and associated academic policies, including the integration of new undergraduate progression and award rules commenced in 2021/22. This review work continued throughout 2022/23, which focused on reviewing regulations on registration and attendance, recognition of prior learning, postgraduate research awards, and clarifying the rules that apply to level 3 awards.

This paper also contains information on the proposed change to the regulation on compensation for 2023/24 (endorsed by the Academic Standards Sub-Committee on the 10th May).

In addition to this review work, the webpages for the Academic Regulations have been developed into the [King's Academic Manual](#), which links regulation chapters and associated policy and procedure documents more effectively and houses all archived versions of the academic regulation in one place.

5. External Examiner Reports 2021/22: Postgraduate Programmes (Consent) [Annex 5]

Motion: That the Academic Board approve the External Examiner 2021/22 reports for postgraduate programmes.

Background: The report summarises the PGT External Examiner reports submitted for the academic year 2021/22, and suggested recommendations.

6. Degree Outcome Statement 2023/24 (Consent) [Annex 6]

Motion: That the Academic Board approve the Degree Outcome Statement 2023-24.

Background: A full review and update of the Degree Outcome Statement was undertaken in 2022-23, in response to a request from Universities UK that all member institutions produce revised statements. The revised statement was published on the College webpages in December 2022. The version attached hereto has been updated to reflect award data for 2021/22.

7. The Inns of Court College of Advocacy (ICCA) Academic Regulations for use in 2023-24 (Consent) [Annex 7]

Motion: That the Academic Board approve the 2023-24 Academic Regulations for the Inns of Court College of Advocacy (ICCA).

Background: No changes are proposed to the current academic regulations in place. The outcome of an ongoing student complaint to the OIA may result in changes as one outcome of the complaint. These would be related to ensuring that the regulations met the expectations set out in the OIA 'Good Practice Framework' but are expected to be minor and intended to add clarity.

8. Addition to the Interruption of Study Policy (PGR students) (Consent)

Motion: That the Academic Board approve the addition of the following statement to the Interruption of Study Policy regarding retrospective interruptions for PGR students:

Retrospective interruptions are not allowed. In such cases an exemption request should be submitted in order to extend or exceed the registration period.

9. RADA Academic Regulations 2023/24 (Consent) [Annex 8]

Motion: That the Academic Board approve the RADA Academic Regulations for 2023-24.

Background: The proposed changes are editorial updates only.

10. Non-Academic Misconduct Policy, Procedure and Guidance (Consent) [Annex 9]

Motion: That the Academic Board approve revisions to the Non-Academic Misconduct Policy, Procedure and Guidance.

Background: For the next academic year the CEC is recommending only small changes and a move of the current elements of the Misconduct Policy relating to Non Academic Misconduct into its own separate policy. There will

be a further in-depth review of the policy and procedure to align with work being carried out with respect to harassment and sexual misconduct in response to OfS initiatives

11. Support for Study Policy & Procedure (Consent) [Annex 10]

Motion: That the Academic Board approve the Support for Study Policy and Procedure.

Background: The Policy results from the work of the Support for Study Working Group over the past year. Further edits will be made in July after consideration of a proposals in relation to the university's duty of care to students and the introduction of the term 'trusted contacts' in place of 'emergency contacts.'

12. Dignity at King's Prevention of Bullying and Harassment Policy (Consent) [Annex 11]

Motion: That the Academic Board approve the amendments to the Dignity at King's Prevention of Bullying and Harassment Policy.

Background: The key amendments are:

- i. Updates to include references to Report + Support.
- ii. Policy name change to include "prevention".
- iii. Clarification of the College's commitments in this area.
- iv. Removal of the examples of unacceptable behaviours related to incident types from the policy so that it reads more clearly and signposts to Report + Support for examples of unacceptable behaviours.
- v. Included in the definition of harassment those related to protected characteristics (rather than separately)
- vi. Clarification that both named reports and anonymous reports may be made through Report + Support and that if a named report is made the reporting party can choose whether to access support only, support and informal action or support and a formal investigation.
- vii. Support now signposted to Report + Support.

For note

13. Review of Academic Appeals (Consent) [Annex 12]

The Committee received and approved the outcomes of a review of the Academic Appeals process including feedback forms, consultation and a workshop with various colleagues including Student Conduct & Appeals, Assessment & Awards, KCLSU Advice, Faculty Assessment Board Chairs and Faculty professional services staff.

14. Student Visa Confirmation of Acceptance for Studies (CAS) Policy (Consent)

The Committee approved the policy, which outlined the procedures and requirements for maintaining compliance with the Student visa sponsorship regulations set by UKVI, and King's sponsorship guidelines for international students under the Student visa route. It covered the issuance of the CAS, Graduate Route reporting, and circumstances under which the Visa Compliance Service would notify UK Visas & Immigration (UKVI) of cessation of sponsorship.

15. Core Code of Practice for Postgraduate Taught Research Governance and Dissertation Framework review (Consent)

The Committee approved the terms of reference and membership for a task and finish group to review the Core Code of Practice, which was due for a regular review.

16. Periodic Programme Review Report 2022/23 (Consent)

The Committee approved the revalidation of programmes.

Faculty: FoLSM

Programme: UG Molecular Genetics

The programme was re-approved for a further 6-years.

The recommendation with respect to '*continued growth of the Molecular Genetics offer at King's will require further investment*', was taken offline to be considered by the Chair of CEC and the Executive Director, SED.

17. Continuous Enhancement Review (CER) – Overview Report (Consent)

The committee approved the review, which provided a summary of findings from the CER reports submitted during 2022/23, following a scrutiny panel which reviewed all reports submitted and identified themes across the faculties to note to CEC. The committee was asked to approve minor revisions to the process for 2023/24.

18. Learning Environments: Principles (Draft) (Consent)

The Committee discussed the paper which outlined five key learning environment principles, implications for space at King's, and how this would be achieved. It was noted that the paper was also with the Learning Environment Working Group (LEWG) for feedback. Once feedback has been incorporated, the paper will be submitted to a future CEC for approval.

19. Academic Calendar – update (Consent)

The Committee received a report from the academic calendar working group with some conclusions to date. The final calendar outline will be coming to a later meeting of CEC.

The key points noted were noted:

- Operational dates for 2022/23 were now finalised.
- The group had agreed a set of principles for academic calendars (now and future calendars)
- Some of the previous core elements of an academic calendar already approved by the College had been agreed should remain.
- Separate calendars would be required depending on the programme e.g., UG and PGT 'standard' programmes will follow one calendar, Online, PGR, King's Foundations, and some PSRB programmes, would have different calendars with clear signposting to students as to which calendar relates to their programme of study.
- There were instances where professional body requirements and some non-standard programmes fit better into a term structure. There was therefore a need to have different structures depending on programmes, and clear definitions of semester vs term were required to accompany the calendars.
- AP 1 should be recommended to be extended to 2 weeks, and AP 2 will become 4 weeks, with AP 3 remaining a 2-week duration.

20. Changes to Evidence Requirements for Mitigating Circumstances (Consent)

The Committee discussed the proposals for changes to evidence requirements for mitigating circumstances, and determined if the changes could be introduced in time for the 2023/24 academic year. The proposals included:

- Introducing more proportionate evidence requirements, distinguishing between the supporting evidence required for (a) short extension requests or (b) deferrals of exams or in-person assessments.
- Lessening the burden on students and staff, whilst maintaining the integrity of the MCF process
- Ensuring that students were effectively connected with supportive mechanisms, such as Support for Study, at an early stage, in the event that they are struggling.
- Ensuring that staff were not exposed to distressing content as part of this administrative process, and that students have effective routes to accessing support.
- Providing greater clarity to staff and students regarding evidence requirements.

21. NSS 2023 Results Publication Update (Consent)

The Committee discussed and reviewed a paper, which noted the Student Survey Management Group's proposed institutional response to the OfS consultation on NSS results publication, and updated members on when/how the NSS results will be published, and the anticipated impact on internal reporting timelines.

22. OfS Consultation on a New Approach to Regulating Harassment & Sexual Misconduct in English Higher Education: Final Response from King's College London (Consent)

The Committee discussed the OfS consultation about a new approach to regulating harassment and sexual misconduct in English higher education. King's has responded to the consultation.

23. Periodic Programme Review Report: Digital Humanities (UG & PGT Taught Programmes) (Consent)

The Committee discussed the Periodic Programme Review Report, which noted that all UG and PGT programmes in Digital Humanities (A&H) had successfully been reviewed and re-approved. There were no major recommendations to note.

24. Undergraduate Faculty Assessment Boards Annual Report 2021/22 (Consent)

The Committee discussed the UG FAB Annual Report 2021/22, which provided an overview of the Undergraduate College award data, mitigating circumstances data and faculty responses to the review of faculty level award data.

The key points highlighted by the data were:

- 42% First Class Honours (down 4% from PY); 89% Good Honours (down 2% from PY)
- College award classifications typically 6-11% higher than the sector
- The BME, Disability, Gender and Widening participation attainment gaps
- The rising number of Academic Fails
- The rising number of mitigating circumstances submissions

25. Postgraduate Faculty Assessment Boards Annual Report 2021/22 (Consent)

The Committee discussed the PG FAB Annual Report 2021/22 which provided an overview of the PG College award data, mitigating circumstances data and faculty responses to the review of faculty level award data.

The key points highlighted by the data were:

- 1% increase in PD and PM awards. The PD and PM rate remains higher than pre-pandemic levels
- The BME, Disability and Gender attainment gaps
- The rising number of Academic Fails
- The rising number of mitigating circumstances submissions

ASSC were asked to consider introducing a College-defined KPI to enable PG Boards/College to determine whether there is grade inflation.

26. Feedback from Faculty Assessment Boards on Award Data (Consent)

The Committee discussed the FABs report which were noted to CEC for information.

27. Feedback from Faculties on Academic Misconduct (Consent)

The Committee discussed Faculty feedback to ASSC regarding their take on prevention and detection of academic misconduct to establish training needs and share good practice.

Admissions Policy (Student Admissions)

Admissions Policy (Student Admissions)

Policy Category:	Academic
Subject:	Reflective of King’s College London’s commitment to fair, transparent and consistent admissions practices, this policy outlines the policies that are applicable to the university’s student admissions process.
Approving Authority:	College Council
Responsible Officer:	The Vice-Principal (Education) and the Executive Director, Students & Education
Delegated Authority:	King’s Admissions Office, Students & Education Directorate
Related College Policies:	Academic Regulations ; Admissions Interview Policy and Procedure ; Applicant Complaints Policy (Student Admissions) , Applicant Misconduct Policy ; Criminal Record Disclosure Policy (Student Admissions) , Equality, Diversity and Inclusion Policy ; Fee Status Assessment Policy , Fitness to Practise Policy , Terms & Conditions for Students .
Effective Date:	September 2023
Supersedes:	Fair Admissions (October 2022)
Next review:	2026

PURPOSE & SCOPE

King’s College London is committed to fair, transparent and consistent admissions practices. It is committed to the recruitment of students with the greatest academic ability and potential, irrespective of their social, cultural and economic background and welcomes applications from students all over the world to create an international community. To support this aim, this policy outlines and signposts applicants to the university’s policies which are applicable to the admissions process.

This policy is applicable to all programmes of study at the university at Undergraduate, Postgraduate Taught and Postgraduate Research level. It also applies to programmes of study offered by the School of Professional and Continuing Education (PACE), to any programme where the admissions process is managed by the King’s Admissions Office and to any programme of study that utilises the King’s Apply application portal for admissions purposes.

This policy is written in line with the university’s Strategic Vision 2029 with the aim of ‘building a community of learners’ and with consideration of the principles outlined in [UK Quality Code for HE: Admissions, Recruitment and Widening Access](#), the Schwartz [Fair Admissions Review](#), and the UUK & Guild HE [Fair Admissions Code of Practice](#). It is also written within the context of commitments to fair access and student success as set out within the [Higher Education and Research Act 2017](#), [Consumer and Markets Authority regulations](#), [equalities legislation](#) and [data protection legislation](#).

DEFINITIONS

Applicant – the term used to describe an individual once they have started an application to study at the university. This term is used to describe said individual up to the point of enrolment.

Confirmation of Acceptance of Studies (CAS) number - a reference number issued to applicants once their place to study at the university has been secured. The CAS number must be entered on the applicant's visa application.

Clearing – an undergraduate application service offered by [UCAS](#) that aims to match applicants to university places that are yet to be filled. It is available to applicants who have made a UCAS Undergraduate application and do not hold any offers and is available from 5 July to 18 October every year. Applicants are advised to check the UCAS website should application windows change in the future. King's may consider utilising this service if spaces remain available after processing examination results.

Data Protection Legislation - 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.

King's Admissions Office – the department at the university that is primarily responsible for processing applications to study.

Personal Data - has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Special Category Data.

Regulated activity - some university activities or optional modules require students to interact with vulnerable adults and children. These are described as regulated. [An Enhanced Disclosure and Barring Service check](#) is required to participate.

Special Category Data - 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.

UCAS Extra - the application service that is offered by UCAS to undergraduate applicants once the UCAS equal consideration deadline has passed. More information is available on the UCAS website.

POLICY

1. Programme Information and entry requirements

- 1.1 The minimum entry requirements for programmes on offer at the university are outlined in the [Academic Regulations](#), Chapter 1: Admissions. Specific entry criteria for [Undergraduate](#) and [Postgraduate](#) programmes can be found in the online prospectus, including but not limited to, grade and subject information and qualification equivalences. Applicants are encouraged to review this information before they apply. Entry requirements are reviewed regularly and updated annually. Where information is not available, [enquiries are welcomed](#).
- 1.2 For Undergraduate programmes, examination re-sits are accepted for most programmes with restrictions to this policy published on the online prospectus.
- 1.3 In line with [Competition and Markets Authority \(CMA\)](#) advice to higher education on consumer protection law, the information aims to be accurate, clear, unambiguous and timely. The university aims to avoid altering admissions criteria during the application cycle. Where changes are unavoidable after the point of application, applicants will be informed of these via [King's Apply](#) and options will be provided to the applicant, including but not limited to, having an application considered for an alternative programme or allowing for an application to be withdrawn with a refund on deposit and application fee payments where applicable.

2. How to Apply and Deadlines

Undergraduate Programmes

- 2.1 Applications to study at Undergraduate level are submitted via UCAS. The university complies with equal consideration guarantees if an application has been [submitted by specified deadlines](#) and it endeavours to adhere to all [UCAS decision deadlines](#).
- 2.2 All decisions are communicated to applicants through UCAS and [King's Apply](#). The university communicates with applicants via King's Apply and applicants are responsible for checking [King's Apply](#) for updates.
- 2.3 The university may accept late applications, use [UCAS Extra](#) or [Clearing](#) if places remain available after application deadlines have passed. This information will be available prior to the start of each service on the university's website and on the UCAS website.

Postgraduate Taught and Research Programmes

- 2.4 Applicants are required to apply via [King's Apply](#) to Postgraduate Taught and Research programmes, with two exceptions outlined in 2.5. The [online prospectus](#) details application deadlines. The university reserves the right to close any Postgraduate Taught and Postgraduate Research programmes to applications at any point after the published deadline. Applicants can register only once via [King's Apply](#) within an admissions cycle, whether via an agent or direct, but may apply to more than one programme. Applications typically open in October, the year before the intended start date at the university.
- 2.5 Applications to Teacher Training programmes are made via the [Department for Education Apply](#) service, where application deadlines are published. Applicants for Postgraduate Pre-registration Nursing programmes are required to make an application via [UCAS](#) by deadlines specified on the university's online prospectus and on the UCAS website.
- 2.6 All decisions are communicated to applicants through [King's Apply](#). Applicants are responsible for regularly checking [King's Apply](#) for updates and communications. All applications submitted by the

deadline are considered equally. Applications submitted after the deadline are considered on an individual basis.

- 2.7 Several Postgraduate Taught and Research programmes require a non-refundable application fee as part of the application process, which is detailed on the university's online prospectus. Payment of an application fee is not a guarantee that an offer will be received due to the competitive nature of the application process.

Additional Programmes of Study

- 2.8 For the following programmes of study information about deadlines, how to apply and further programme information can be found on the university's website:
- i. [Pre-sessional English Programmes](#)
 - ii. [King's Foundations](#)
 - iii. [Incoming Study Abroad](#)
 - iv. [Medical Electives](#)
 - v. [Ngee Ann Nursing](#)
 - vi. [King's Online](#)
 - vii. [Summer Schools](#)
 - viii. [Intercalated degrees](#)
 - ix. Non-Award and [Visiting Research Students](#)

[Funding deadlines](#)

- 2.9 There may be additional funding application processes and deadlines for applicants for both internal and external grants, scholarships and other funding options. More information can be found on the [university's Student Funding webpages](#).

3. Application Assessment Process

- 3.1 For Undergraduate programmes and for some Postgraduate Taught programmes, the university operates a centralised admissions process. The King's Admissions Office and academic admissions tutors are responsible for setting entry requirements. Admissions are responsible for assessing applications and processing decisions. All staff involved in the admissions process are required to undertake regular training to ensure decisions comply with the university's admissions policies.
- 3.2 For other Postgraduate Taught and all Postgraduate Research programmes, admissions staff are responsible for conducting an initial assessment and shortlisting of applicants, referring their recommendations to the admissions tutor for a final decision. For Postgraduate Research and a small number of Postgraduate Taught programmes, successful applicants are required to undertake an interview process. This requirement will be outlined on the online prospectus.
- 3.3 For joint programmes between the university and another Higher Education Institution or degree apprenticeship programmes, the assessment criteria and decision to offer a place may be made jointly by King's and the partner institution or by King's and the employer.
- 3.4 The university considers all aspects of the application as part of a holistic approach to selection and admissions. This may include some, or all, of the following elements:
- i. achieved and pending academic qualifications and achieved and predicted grades;
 - ii. evidence of English language proficiency;
 - iii. a personal statement and/or research proposal;
 - iv. references (academic and/or professional);
 - v. an applicant's performance at interview;

- vi. an applicant's performance at an admissions test;
- vii. a sample of an applicant's written work;
- viii. the academic and geo-demographic context in which qualifications have been achieved and being completed, see Section 6;
- ix. extenuating or mitigating circumstances (applicable to Undergraduate applications), see Section 18.

3.5 Some programmes operate using rolling admissions with decisions being processed promptly after the receipt of an application. Other programmes operate a "gathered field" approach with all decisions being made later in the cycle once the quality of a larger number of applications has been considered.

3.6 The university reserves the right to make alternative offers to candidates to the original programme to which they applied. In these cases, applicants will be contacted via [King's Apply](#) and informed that an offer will be made for an alternative programme and will be provided with further information regarding this process.

4. Age requirement

4.1 The university does not operate a minimum or maximum age requirement for most programmes of study. However, students must be able to demonstrate the maturity and personal skills, as well as academic potential required to succeed on a university level programme and benefit from a university education. Applicants who will be under the age of 16 on entry will be required to attend an interview, whether or not the application process for that programme requires this for admittance. Programmes requiring a Disclosure and Barring Service Check to enrol may have a minimum age requirement. In addition, the university is unable to sponsor anyone under the age of 16 requiring a visa to study. [The online prospectus provides details of this requirement.](#)

5. English Language

5.1 As outlined in the university's [Academic Regulations](#), Chapter 1: Admissions, students at the university are expected to have proficiency in English at an appropriate level to effectively communicate in an academic environment and succeed in their studies. All applicants are therefore required to evidence their English Language proficiency prior to enrolment. Specific terms will be outlined in offer letters available to successful applicants via [King's Apply](#).

5.2 The online prospectus lists the English Language requirement for each programme. More information can also be found on the university's website for [Undergraduate](#) and [Postgraduate](#) programmes, including the tests that may be requested to meet visa requirements.

6. Contextual admissions

6.1 The university uses contextual data to holistically assess an applicant's potential to succeed. [More information about this can be found on the university's website.](#) For most Undergraduate programmes, contextual data is used to assess whether the application requires further consideration, or if the applicant should receive a contextual offer. The university also uses contextual data to differentiate between similarly qualified candidates to assess which has the greatest academic potential. Students participating in King's Widening Participation programmes (such as K+) and other affiliated partner programmes may receive additional consideration or a contextual offer as part of the admissions process.

6.2 The university is committed to providing fair access and support to applicants from 'Priority Groups'. Priority Group applicants include those who have:

- i. spent any time in local authority care;
- ii. become estranged from their parents/carers;
- iii. experienced forced migration;
- iv. assumed responsibilities as a young carer.

6.3 The university advises all Priority Group applicants to disclose this information in their UCAS application to allow the King's Admissions Office to consider their specific circumstances. UCAS referees should also ensure that this information is included in their reference. The [Social Mobility and Widening Participation Department](#) will contact Priority Group applications directly to verify their status and discuss any support needs.

7. Interviews

7.1 Some programmes on offer at the university may require applicants to undertake an interview as part of the selection process as per the [Admissions Interview Policy and Procedure](#). When an interview is required, it this will be stated on the online prospectus.

8. Fee Status Assessment, Fee Status Assessment Appeals and Tuition Fees

8.1 The university uses the [UK Council for International Student Affairs \(UKCISA\)](#) guidelines which are informed by government legislation and regulation, to assess the fee status of an applicant; either "Home" or "Overseas". The assessment made by the King's Admissions Office determines the tuition fee to be paid by an applicant for the duration of their studies and is confirmed to successful applicants in offer letters available via [King's Apply](#). The university's [Fee Status Policy](#) outlines information regarding fee status assessments and how to challenge these both pre- and post-enrolment.

8.2 The "Home" and "Overseas" tuition fee rate is available on the [Undergraduate](#) and [Postgraduate](#) online prospectus on a programme-by-programme basis. For other levels of study, the fee rate will be published on the university's website alongside information regarding these programmes (see Sections 1 and 2.8).

9. Deposits

9.1 For some programmes, the university requires applicants to pay a deposit by an acceptance deadline to secure their place. Deposits contribute to, and will be deducted from, the applicant's overall tuition fee. Offer letters available via [King's Apply](#) provide further information regarding whether a deposit will be required, the amount due and the deadline by which payment is required.

9.2 For Undergraduate applicants requiring a student visa to enter to the UK, a Confirmation of Acceptance of Studies (CAS) number will not be produced until the deposit has been paid and received by the university. For postgraduate applicants, a deposit may be required to accept an offer from the university.

9.3 Deposits are generally non-refundable. However, deposits can be refunded in the following scenarios, provided deadlines within the applicant's offer letters are met:

- i. if the applicant requests a refund in writing via a King's Apply message within 14 days of the payment being received at the university's account;
- ii. if the applicant's UK student visa application is refused or rejected, however, this will only be the case where the rejection is not related to the actions of the applicant, for example but not limited to, the applicant missing deadlines or the applicant's inability to provide appropriate documentation;
- iii. if the programme to which the applicant intended to enrol is withdrawn by the university;

- iv. if the applicant provides evidence that they have not meet their offer conditions and the university has as a result declined to secure the applicant's place and rejected their application;
- v. if there are exceptional, unforeseen circumstances, such as but not limited to, severe poor health, death, unexpected financial hardship. However, refunds in these circumstances are made at the university's discretion and applicants need to provide evidence of their circumstances via King's Apply.

9.4 In some scenarios, the programme may require a deposit, but the applicant may not need to pay. For example, if the applicant can provide evidence that their tuition fees will be fully covered, either by a scholarship, sponsorship, or employer. Evidence in these scenarios needs to be submitted by the deposit deadline via [King's Apply](#) to waive the deposit payment.

9.5 Some deposits will be the full tuition fee for the programme and payment will be required when the applicant accepts their offer. This will be made clear in the offer letter available via [King's Apply](#). If the programme is a distance learning programme, and/or is offered outside the UK and where the country of study requires tax to be added to fees, a Goods and Services Tax (GST) will be automatically added to the fee required. More information about GST can be found on the [university's website](#).

10. Deferrals

10.1 Undergraduate applicants considering deferred entry are advised to consult the online prospectus for any programme specific guidance or restrictions. Typically, deferral requests of one year will be considered and accepted. [More information regarding deferrals can be found on the university's website](#).

10.2 Postgraduate Taught programmes do not currently allow deferrals. The [university's website](#) offers the most up-to-date advice regarding Postgraduate Taught deferrals.

10.3 Postgraduate Research deferrals are dependent upon agreement from the proposed supervisor. All deferral requests must be submitted in writing through [King's Apply](#) stating the reason for deferral. The King's Admissions Office will respond with further advice. Deferral requests must be received before the end of the enrolment period for scheduled start of the programme. [More information can be found on the university's website](#).

10.4 Applicants requesting a deferral need to be aware that all conditions of their offer are to be met by the deadlines outlined in offer letters to allow for a deferral to take place. A deposit may also be required to defer.

10.5 Applicants should be aware of the implications of deferring, as outlined on [the university's website](#), which includes but is not limited to:

- i. the ability to access to funding in a given academic year;
- ii. changes to fee status assessments;
- iii. the need to undertake an English Language test to meet visa requirements;
- iv. tuition fee increases and/or changes to GST;
- v. the need to reapply for other services at the university such as accommodation.

11. Transfers

11.1 Some Undergraduate programmes may consider applicants wishing to transfer their studies to King's College London. The [university's website](#) details the programmes that are open to transfer in a given year and the policies, requirements and application process for a transfer to take place.

- 11.2 Postgraduate Research students may apply to transfer their PhD to King's College London, subject to the current [Academic Regulations](#) relating to Postgraduate Research degrees (Section 6.5). Candidates should submit an application via [King's Apply](#) in the same way as those applying to start their PhD from scratch, ensuring that they make it clear they wish to transfer.

12. Student Visas and ATAS

- 12.1 Applicants requiring a student visa to enter the UK to study will be required to meet conditions as set out by [UK Visas and Immigration \(UKVI\)](#). The university will issue a CAS number to applicants who have met all the conditions of their offer and therefore have an Unconditional Firm (UF) offer and, if required, paid a deposit.
- 12.2 Applicants requiring a student visa must declare this via [King's Apply](#) and ensure that they provide the necessary documentation and information when requested. CAS numbers will be issued by the King's Admissions Office, via [King's Apply](#), no more than 6 months before the programme start date to allow for applicants to make their visa application. More information about visa requirements and applications can be found in offer letters on [King's Apply](#).
- 12.3 The King's Admissions Office can also issue a [Standard Visitor Visa](#) to some students who are required to enter the UK to study for 6 months or less. More information about the process to obtain this visa will be available in offer letters available via [King's Apply](#).
- 12.4 Some applicants studying sensitive subjects as deemed by UKVI will also be required to obtain [Academic Technology Approval Scheme \(ATAS\)](#) clearance before entering the UK. Specific requirements will be outlined in offer letters on [King's Apply](#).
- 12.5 Further information and advice can be accessed via the university's [Student Visa webpages](#). Applicant's should also make reference to the university's [Student Visa Policy](#).

13. Criminal Record Disclosure and Enhanced DBS checks

- 13.1 For programmes or modules of study that contain regulated activity, applicants will be required to declare if they have a criminal record at the point of application. An enhanced DBS check will be required prior to enrolment. Applicants are advised to review the [Criminal Record Disclosure Policy and Procedure](#) for detailed information on when a criminal record disclosure is required and the procedures for collection and consideration of this information as part of the admissions process.

14. Occupational Health and Fitness to Practise

- 14.1 Some programmes on offer at the university require occupational health clearance before the commencement of study. If this is the case, the requirement will be outlined on the online prospectus and further information about the process is provided to successful applicants in their offer letter available on [King's Apply](#).
- 14.2 In addition, some programmes require applicants to demonstrate high levels of behaviour at all times to support their professional registration. These programmes have [Fitness to Practise Policies and Procedures](#) surrounding them. Further information regarding these can be found on the [university's website](#) and also in offer letters which are available to successful applicants via [King's Apply](#).

15. Disability support

- 15.1 Applicants with a disability are encouraged to declare this at the point of application. This allows admissions staff to consider any reasonable adjustments that may be required to support the

applicant in the admissions process. Applications are considered based upon academic merit and potential for their chosen programme and any support needs or adjustments will be considered independently of the admissions decision. The [Disability Support and Inclusion Team](#) provides applicants with information, advice and guidance on disability support issues.

16. Expected Applicant Behaviour and Applicant Misconduct

- 16.1 Applicants to the university are expected to demonstrate good conduct, show respect for the persons within and for the property of the King's community, and to behave in a way that does not interfere with the proper functioning or activities of the university. This includes, but is not limited to, their behaviour and conduct at university site visits, open days or interviews, correspondence with the university via email, telephone calls and/or King's Apply messages, and the use of social media.
- 16.2 The university reserves the right to withdraw an offer and/or cancel an application where evidence can be provided that an applicant's behaviour falls short of these expected standards. Examples of unacceptable behaviour can be found in the university's [Non-Academic Misconduct Guidance](#). This list is not exhaustive and other examples of inappropriate behaviour will not be tolerated. More information regarding the [Applicant Misconduct Procedure can be found here](#).
- 16.3 Where evidence is detected that a personal statement may be plagiarised, or that any other element of an application may be fraudulent including the provision of falsified documents, the application will not be progressed until the matter has been investigated by the King's Admissions Office and resolved. The university reserves the right to withdraw an offer if incorrect or misleading information is provided in the application.

17. Feedback

- 17.1 The university operates a competitive admissions system and therefore a considerable number of applicants may be unsuccessful in their application to study. Feedback can be provided to any candidate whose application is unsuccessful. All requests for feedback should be made in writing via [King's Apply](#) within 30 days of an unsuccessful decision. The university is not obliged to provide feedback to applicants who are successful in obtaining an offer, nor to applicants submitting feedback requests after 30 days of their decision.

18. Mitigating Circumstances

- 18.1 The university understands that there are times when unexpected events occur that can affect an applicant's studies and exams. This would include illness or bereavement or perhaps adverse family circumstances. Information regarding the [mitigating circumstances procedures for undergraduate programmes can be found on the university's website](#). Applicants should contact their examination or awarding body in the first instance to discuss how their circumstances affected their performance. Information regarding mitigating circumstances can contextualise academic performance, however, the final decision as to whether to offer the applicant a place remains at the university's discretion.
- 18.2 For entry to Postgraduate programmes, and for any other programme offered outside of Undergraduate level, the university expects applicants to have taken appropriate action to ensure the relevant examination bodies have allowed for such circumstances prior to the announcement of results or following an appeal.

19. Complaints

- 19.1 The university is committed to providing a high-quality admissions process in line with admissions policies for all applicants. However, the university recognises that there may be occasions when

applicants may have cause for complaint. More information regarding [the university's Applicants Complaint Policy can be found here](#). Applicants should be aware that there is no right to appeal an academic judgement on their application which results in an unsuccessful decision.

20. Cancellation Rights

- 20.1 Applicants have the right to cancel their acceptance of a place at the university for any reason during a fourteen (14) day cancellation period (the "Cancellation Period"), which starts on the day the applicant accepts an offer from King's.
- 20.2 To cancel the acceptance of an offer, the applicant must clearly inform the King's Admissions Office in writing of their decision to cancel before the Cancellation Period has expired. Applicants should do this by sending a message via King's Apply or alternatively by contacting the King's Admissions Office by letter or email. Applicants can also use the [Cancellation Form](#) to notify the university of their decision to cancel.
- 20.3 To meet the cancellation deadline, it is sufficient for applicants to send their communication to exercise of the right to cancel before the Cancellation Period has expired.
- 20.4 If the applicant cancels their offer acceptance within the 14 day Cancellation Period, the university will reimburse any tuition fee payment including any deposit received no later than 14 days after the day on which the applicant informed the King's Admissions Office of their decision to cancel their acceptance.

21. Data Protection

- 21.1 The university will process Personal and Special Category Data in accordance with the Data Protection Legislation and in compliance with the university's [Data Protection Policy](#). The Applicant Privacy Notice can be found [here](#). Applicant data will be held in line with the university's [retention schedules](#).

22. Policy Implementation and Review

- 22.1 The King's Admissions Office will review this policy every three years from the point of approval and publication. However, should there be a change in relevant legislation, regulation, government or university policy before this point, the policy will be reviewed in line with this. The Admissions Manager (Policy) within the King's Admissions Office is responsible for monitoring changes that may impact this policy.

23. Reporting

- 23.1 The King's Admissions Office closely monitors the implementation of the university's admissions policies. Senior Admissions Officers and Admissions Managers have oversight of all decisions that are made as part of the admissions process and can review this information to ensure consistency in the application of admissions policies. The [Applicant Complaints Policy](#) and feedback process (see section 17) also allows for admissions to ensure consistency in the application of the policies. The King's Admissions Office can also use this information to develop and implement improvements in the admissions process for future cycles.

Short Course Policy

Policy Category:	Academic
Subject:	Approval and review of short courses
Approving Authority:	Academic Board
Responsible Officer:	Vice President (Education & Student Success)
Responsible Office:	Academic Regulations, Quality & Standards
Related Procedures:	Academic Regulations
Related College Policies:	n/a
Effective Date:	July 2023
Supersedes:	July 2020
Next Review:	July 2026

I. Purpose & Scope

The purpose of this policy is to support the development of short course activities, by providing clear guidelines and a transparent regulatory framework that governs academic, quality assurance, financial and legal aspects on behalf of the institution.

It is expected that all credit bearing short courses will follow the College's Academic Regulations. For non-credit bearing short courses, there is an expectation that summative assessment will not take place and therefore Academic Regulations do not apply. However, if a student has a complaint about a non-credit bearing short course, they may follow the College's Complaints Policy.

King's Professional & Executive Development (KPED) is the business unit that specialises in enabling and enhancing the College's short course activity.

II. Definitions

All short courses are characterised as:

Short course	A combination of lectures, seminars, workshops and/ or online content, with articulated learning outcomes, completion of which leads to a certificate of attendance. A short course may comprise a maximum of 300 learning hours, which includes contact hours, assessment (if applicable) and self-directed learning.
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Short courses fall into two categories:

Credit bearing short course	A certification of research-led, assessed learning (5-30 credits). Students will receive a transcript detailing the credit awarded alongside a certificate of attendance. Credit bearing short courses are also known as freestanding modules or microcredentials.
Non-credit bearing short course	A combination of lectures, seminars, workshops and/ or online content (including MOOCs), with articulated learning outcomes, completion of which lead to a certificate of attendance.

Types of short course (referenced in this policy) include:

Continuing professional development	Short courses designed for the maintenance and development of knowledge and skills needed to perform in a professional context.
Executive education	Short courses designed for management development so that participants (mid-level management and C-suite executives) become more effective at meeting organisation goals.
Massive Open Online Course (MOOC)	A fully online, self-paced, non-credit bearing short course, usually with no fee, characterised by unlimited participation and open access, with no entry requirements.

III. Policy

1. General - applicable to all short courses

- 1.1 All students participating in non-credit bearing short courses will receive a certificate of attendance signalling satisfactory participation in the course. These certificates do not necessarily indicate successful completion. It is for faculties to determine when a satisfactory level of attendance or participation is achieved. Students participating in credit bearing short courses who successfully complete will receive a transcript detailing the credit awarded alongside a certificate of attendance.
- 1.2 For both credit bearing and non-credit bearing short courses, that are delivered and assessed within faculties, the approval mechanism resides with that faculty. Further details on how to propose your short course and seek approval are available via the [King's Professional & Executive Development \(KPED\) intranet pages](#). The [Programme Development & Approval Sub-Committee \(PDASC\)](#) shall receive a listing of all approved short courses. Where a short course is jointly delivered all faculties involved must approve the short course. Approval of the business case shall reside within the home faculty.
- 1.3 For short courses delivered by units outside of the faculty structure, academic approval for the delivery of the short course will be the responsibility of PDASC, while approval for any business case will be the responsibility of [KPED](#).
- 1.4 For credit bearing short courses delivered by [King's Health Partners \(KHP\)](#), KHP shall seek sponsorship from a named faculty. Approval of the short course will reside with the sponsoring faculty. PDASC shall receive a listing of approved credit bearing short courses delivered by KHP. For non-credit bearing short courses delivered by KHP, these are approved by KHP with no formal reporting mechanism required to PDASC.
- 1.5 Proposals for the delivery of short courses for external clients shall require KPED approval. Proposals for short courses produced for external clients must have a legal contractual basis and contracts must be negotiated and signed by the appropriate authorised King's personnel. KPED will lead on client and contractual negotiations and ensure financial and legal compliance on behalf of the institution.
- 1.6 Short courses delivered under the aegis of a body other than King's College London, such as NHS Hospital Trusts, will only be subject to this policy if they require credit awarded by the College. Where approval for these short courses has been given, they shall be reported to PDASC.

- 1.7 Approval for a short course may be denied for a range of reasons, including a lack of financial viability, staff workload, failure to meeting appropriate academic standards and/ or failure to comply with the King's regulatory and quality assurance framework.
- 1.8 The short course catalogue is managed by KPED. Information on how to add a short course to the catalogue can be found at [marketing your short course](#). Compulsory fields include start and end dates, tuition fee, apply link, course overview, aims and objectives, and entry requirements.
- 1.9 Each short course should submit an evaluation report annually to the [College Education Committee](#) or confirm that annual monitoring of the short courses fell under the remit of Continuous Enhancement Review or Periodic Programme Review.
- 1.10 Short courses will be required to provide data as requested for reporting purposes to KPED.

2. Credit bearing short courses

- 2.1 Credit bearing short courses offered by King's will consist of 5, 10, 15 or 30 academic credits. Credit values of 5 or 10 are applicable only at postgraduate level for Continuing Professional Development (CPD) or Executive Education purposes. Five and 10 credit modules at undergraduate level are only applicable to KHP. Exceptionally, College Education Committee may approve modules of a non-standard credit value.
- 2.2 In addition to the process detailed in section 1, approval of credit bearing short courses shall apply the process set out in the section on the design and approval of individual modules as part of, or outside, the programme approval process contained within the 'procedures for programme and module approval and modification' in the [Quality Assurance Handbook](#).
- 2.3 The faculty or PDASC (in accordance with 1.2) shall consider whether the learning outcomes, assessment methodology and credit value proposed are appropriate according to the College credit framework. Each credit bearing short course shall adhere to the College's Academic Regulations, including enrolment requirements, mitigating circumstances and deferrals, academic appeals and complaints. The role of PDASC is to approve the short course based on academic merit alone. Consequently, any staffing requests alongside the short course proposal is not in PDASC's remit to approve.
- 2.4 Each credit bearing short course must be assigned to an appropriate Assessment Sub-Board. Existing external examiners must be notified of any addition to their duties in such circumstances, otherwise the normal process for appointing external examiners should be undertaken.
- 2.5 Credit bearing short courses at level 7 may be considered for inclusion in the College's stackable framework for CPD. The multidisciplinary postgraduate awards in Professional Development are managed by KPED, as part of the School of Professional & Continuing Education, and are governed by the Professional Education Portfolio Sub-Committee. Credit bearing short courses must be approved in accordance with section 12 of the Quality Assurance Handbook prior to being considered for inclusion in the stackable framework.

3. Finance

- 3.1 Short courses should provide a positive financial return for King's, with a target gross margin (income less direct costs) of 50%. Exceptions to this will require the approval of the faculty's Director of Operations.

- 3.2 The business case must include the cost of delivery including academic time, professional services staff and other non-staff costs. Marketing costs should also be included with a minimum budget set at 10% of projected income. Short course expenditure may be run through departmental reserves or recorded directly in faculty accounts that are reported to Executive Deans and KPED by Management Accountants.
- 3.3 Faculties, divisions and departments shall bear any losses resulting from short course activity previously authorised by their Director of Operations.
- 3.4 Short courses delivered online may be subject to goods and services tax. Please refer to the [King's website](#) or the Finance & Planning Directorate for further details.
- 3.5 Staff may receive personal benefit from undertaking teaching on short courses as additional salary, subject to approval by the Director of Operations.
- 3.6 Executive Deans will be required to incorporate an annual account of income generated from short courses into their strategic and financial planning, including the amount and percentage of faculty/division overhead on that income, and the amount and percentage of income disbursed to named individuals, research groups and/ or departments.
- 3.7 Fees for credit bearing short courses shall be raised in SITS and the applications will be processed through Admissions via King's Apply. Full payment should be secured prior to the start date of the course.
- 3.8 Fee income for non-credit bearing short courses must be charged through finance-approved College pathways and coded to account 1179 (non-credit bearing short course fee income). Where the fees are raised to the customer on a sales invoice in the College's finance system (Business World), the income should be coded to the relevant sales product code. If the faculty does not have a product code for the course, they should [request a new trade sales product](#).

Proposal for suggested rewording of the feedback regulations

Proposed regulations on feedback in March 2022:

Provision of feedback

- Feedback and feedforward opportunities are an integral part of the assessment process. Regular opportunities for well-timed feedback and feedforward should form part of a programme's structure.
- Students must receive some form of feedback on all summative assessments, and opportunities for feedback must be provided through formative assessment. Feedback may be provided through a variety of formats and further information on feedback delivery methods is detailed in the Feedback Policy.

Timeliness and Turnaround times

- Faculties and Departments must ensure students have a clear understanding of when they will receive their feedback.
- Feedback on assessments must be made available to students in a timely manner. Feedback must be returned in time to be of use in subsequent assessments within the module. For coursework, feedback should be normally given within four weeks of the submission deadline.

Concerns with this:

Members of ASSC did not think it was currently possible to provide feedback on modular assessment in time for 'subsequent assessments within the module', either where coursework and exams occur at the end of the module or where there is a short window between assessment components within the module. It was suggested that this be changed to 'within the programme' but given the College policy of feedback and marks returned within 4 weeks, this would seem redundant.

There is a lack of distinction between what is meant by feedback and feedforward, and this is being conflated with the notion of timeliness, where there may be different processes for return of marks and return of feedback. There is also a lack of clarification about feedback on summative and formative assessment.

Students have expressed concerned that sometimes the 4 week turnaround is not being met, and reasons why this does not happen are not communicated to them, which we felt should be expressed within the regulations.

In line with AWG's college work on assessment criteria/rubrics, clearer communication about the need for such criteria and its impact on feedback should be explicit in order to support this work.

AWG's recommendations on rewording of the feedback regulations 2023:

Provision of feedback:

- Feedback (on assessment performance) and feedforward (on how students can improve for subsequent assessments) are an integral part of the assessment process. Feedback should relate to the assessment criteria, which in turn should relate to the relevant Learning Outcomes.
- Regular opportunities for formative feedback should form part of a programme's structure. This is so students can receive indicative information about their performance and/or how they can build on skills and knowledge required for summative assessment. Formative feedback can be provided in a

variety of formats and further information on feedback delivery methods is detailed in the Feedback Policy.

- Students must receive some form of feedback on ALL summative assessments. This can be provided in a variety of formats and further information on feedback delivery methods is detailed in the Feedback Policy. Students should have a clear understanding of how this feedback will be provided.

Timeliness of Feedback:

- ~~Faculties and Departments must ensure that students have a clear understanding of when they will receive their feedback for both formative and summative assessment. For summative coursework this should normally be within four weeks of the submission deadline and *any changes to this should be communicated to students in advance of the four week date.*~~

TO NOTE: This section has been updated to note the following text:

- Faculties and Departments must ensure that students have a clear understanding of when they will receive their feedback for both formative and summative assessment. For summative coursework this should be **within four weeks of the submission deadline and *any changes to this should be under exceptional circumstances only and communicated to students* in advance of the four week date.**

Further recommendations from AWG for the Feedback Policy/Guidance 2022:

- Faculties could adopt a basis feedback template/model for both formative and summative assessment in order to ensure consistency of feedback across a programme. This should include areas of feedback on performance on the particular assessment as well as areas of feedforward for subsequent assessments.
- Feedback should form part of calibration/moderation sessions where appropriate and feasible.

Academic Regulations 2023/24

A large-scale review of the King's Academic Regulations and associated academic policies, including the integration of new undergraduate progression and award rules commenced in 2021/22. This review work continued throughout 2022/23, which focused on reviewing regulations on registration and attendance, recognition of prior learning, postgraduate research awards, and clarifying the rules that apply to level 3 awards.

This paper also contains information on the proposed change to the regulation on compensation for 2023/24 (endorsed by the Academic Standards Sub-Committee on the 10th May).

In addition to this review work, the webpages for the Academic Regulations have been developed into the [King's Academic Manual](#), which links regulation chapters and associated policy and procedure documents more effectively and houses all archived versions of the academic regulation in one place.

Amendments for 2023/24

Following consultation with colleagues in Faculties and Students & Education, and particularly with feedback from members of the Regulations Review Group and the Academic Standards Sub-Committee, the following amendments are proposed for 2023/24:

- A revised set of regulations on recognition of prior learning (regulations 1.10-1.29) that assimilates additional rules previously contained in the Recognition of Prior Learning Policy.¹ Amendments include:
 - A clarified definition of admission with transfer enrolment;
 - Greater clarity of RPL, including differentiating between recognition of experiential learning (RPEL) and recognition of certified learning (RPCL);
 - Clarification that all learning must be assessed by the RPL procedure and RPL can only be applied to full modules or levels of individual programmes.
- Amendment to the regulation on registration for the same qualification (regulation 2.20) to confirm that students may not re-register for the same award in the same qualification where an academic fail has been given.
- Amendments have been made to the award descriptor for the Masters in Engineering (regulation 3.14).

¹ ASSC has approved the archiving of this policy for the 2023/24 academic year (ASSC was the previous approving authority).

- Revision to the regulations on late submission of coursework (regulations 4.27 – 4.31) to clarify when the penalty of deducting 10 raw marks will not be applied. The rule on work submitted after 24 hours has been inserted as its own clause.
- Revision to the regulations on study abroad (5.3-5.6) to clarify that the rules apply to programmes where students opt-in to a year or semester abroad. These regulations do not cover programmes where study abroad is part of programme requirements.
- Removal of King's First Year (KFY) from the regulation on additional credit (regulation 5.17d), pending confirmation that KFY is no longer considered as additional credit from 2023/24 onwards.
- The progression rules have been clarified so that all outstanding deferred modules from year 1 must be completed by the end of year 2 for a student to progress to further years of study (regulation 5.24).
- The regulation on deferred assessment (formerly regulation 4.25) has been renumbered 5.25 and has been amended to specifically refer to years two and above. It has also been clarified to allow for instances where it is not standard practice in some faculties to offer students in years 2 and above a reassessment opportunity in assessment period 1.
- The regulations on Level 3 pre-undergraduate awards previously approved via committee during 2022/23 have also been assimilated into the regulations for 2023/24.²

Regulation on Compensation

As a result of feedback from colleagues in faculties and SED as well as from discussions at ASSC throughout 2022/23, the Regulations Review Group, and the Progression and Award Implementation Group, revision is needed to the regulation on compensation for the 2023/24 academic year.

The current regulation on compensation is as follows:

5.7. Non-core modules at level 4 worth up to 30 credits may be compensated on condition that students have:

- achieved a pass mark in all core modules and in a minimum of 90 credits overall; and
- attempted the assessments for all modules, taking into consideration the outcome of any mitigating circumstances request.

Students who meet these conditions will be awarded 120 credits overall for year one, where required.

Cohort exemption to regulation 5.7: The requirement to attempt all assessments in order to be eligible for compensation does not apply to students in relevant departments in the Faculty of Natural, Mathematical and Engineering Sciences undertaking their first year of study in the 2022/23 academic year.

In addition,

² Please note: all references to regulation clause numbers will be updated once changes have been approved and before final publication on the King's website.

- Clarification was sent to faculties in April 2023 confirming that attempting all assessments only applied to the module being compensated, not all assessments in that academic year.
- As previously agreed in the Degree Algorithm Working Group (DAWG), the minimum mark for compensation is 0, provided the student has attempted the assessment.
- There are 2 exemptions currently in place for NMES relating to compensation (one noted above). The second relates to students achieving a minimum of 30% on each module (majority are for PSRB requirements). NMES is currently undergoing an assessment review, which may resolve and remove the need for the first exemption noted.

Proposed Revision for 2023/24 academic year

After discussion and agreement at the Academic Standards Sub-Committee on the 10th May 2023, the following revision is proposed.

Revision	Rationale
<p>The compensation regulation is aligned with the requirements for condonement, and the compensation range is revised to a module mark of 1-39, rather than a minimum mark of 0.</p> <p>Key difference to condonement: Compensated credit can be used for later progression stages i.e. moving from Y2 to Y3.</p>	<ul style="list-style-type: none"> • Achieving a minimum module mark of 1 would be the demonstration of engagement as a student would need to attempt some form of assessment in order to get a mark. • Alignment with condonement range (1-39) would be less confusing for students and staff as the expectations of students are the same, so this would require simpler communications about the differences between compensation and condonement. • This option would require less extensive configuration in SITS. • Whilst this would be a change to the original proposal of compensation down to 0 put forward by the Degree Algorithm Working Group and approved by committee, it was felt at ASSC that the difference between 0 and 1 is nominal. • In addition, the implications of retaining the current approach or implementing a different measure for demonstrating engagement (i.e. attempting a portion of assessment) would present significant challenges, including agreement of what is meant by “attempt” and consistent application of this across all faculties.

Postgraduate Research Award Regulations

Chapter 6 of the Academic Manual includes all the regulations specifically relating to postgraduate research awards. During 2022/23, Academic Regulations, Quality & Standards worked in collaboration with the Centre for Doctoral Studies to review these regulations with the same guiding principles used during review work in 2021/22. These regulations have already been reviewed and endorsed by the Postgraduate Research Student Sub-Committee in March 2023.

The following changes are proposed:

- The PGR regulation sections have been reorganised according to the student journey. This matches the format of the entire Manual. The sections on collaborative provision and supervision have also been reorganised to provide a more logical flow to the information.
- The section on written agreements and contracts (previously regulations 6.3.26-32) has been removed as this content relates to faculty responsibilities when drafting contractual documents with external organisations.
- A clause on late submission of a thesis has been proposed to clarify that an exemption to exceed is only required after a late submission past 24 hours.

- Duplication has been removed. For example, content relating to practice-based research components has been standardised for all programmes this applies to.
- Language and formatting have been tidied up to match the rest of the regulations.
- Timescales have been updated with working days rather than calendar days.

KING'S COLLEGE LONDON
ACADEMIC REGULATIONS
2023/24

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APPENDIX A

GLOSSARY

INTRODUCTION

The King's Academic Manual includes academic regulations, policies and procedures applicable to all King's College London taught and research students enrolled on a programme of study in 2023/24, including programmes and modules delivered by King's Online and King's Foundations, free-standing credit bearing modules and credit-bearing MOOCs. The regulations ensure the academic integrity of the university and form the framework for students' academic experience, including learning, teaching and assessment.

Academic regulations and policies are part of the formal contract between the university and its students. They apply to all members of the university, including all students, staff, and external examiners. The Manual should be read in conjunction with individual programme specifications and the [Student Terms and Conditions](#).

Students are encouraged to familiarise themselves with relevant sections when they enrol and consult the Regulations and Policies at appropriate intervals during their studies. Further guidance and support for students can be found on [Student Services Online](#).

Governance, Approval and Amendment

The academic regulations in force when students register will normally apply to them until completion of their programme. In-year changes are avoided. If changes are necessary, these will be communicated promptly on the [Academic Manual webpages](#). Academic regulations for previous years are available [here](#).

A university officer may delegate powers under these regulations to another university officer, providing that any person with delegated powers is in a position to act and be seen to act impartially.

Academic policies and the regulations in the following chapters are subject to regular review. Updated versions apply *irrespective* of the year of a student's registration:

- **Chapter 7: Academic Support and Appeals**
- **Chapter 8: Concerns, Conduct, and Complaints**

Language used in King's academic regulations and policies.

To ensure that King's Academic Regulations are as clear and unambiguous as possible, the following conventions are used:

Must	Indicates a regulation that will be adhered to in all circumstances. Deviations from such regulations would only be granted by the Vice Principal (Education and Student Success) in exceptional circumstances via the exemptions procedure. For example, "All programmes must have an annually updated programme specification".
Should	Indicates a regulation that will be adhered to unless sound pedagogical, professional or practical reasons prevent this. For example, "A variety of assessment methods should be used across a programme of study to test different knowledge and skills".
May	Indicates where an action or regulation is allowed but not mandatory, and where there might therefore be variations across programmes and modules. For example, "Information may be provided in a number of formats including Student Handbooks, KEATS and KCL webpages".

CHAPTER 1: ADMISSIONS

This section outlines the requirements placed on students before their arrival at the College. To be admitted onto a programme, applicants must meet both the general entrance requirements and the specific requirements of an approved programme. They continue to apply to students once they are registered at the university. This section includes the conditions that apply for enrolment on a programme with recognition of previous learning, which includes enrolment with advanced standing, transfer enrolment, and enrolment with recognition of prior learning.

General Entry Requirements

1.1 To be admitted to the university students must:

- a. satisfy the general admission requirements for the level of study and the entry criteria for the relevant programme as outlined in the [online prospectus](#);
- b. be proficient in English and able to apply this in an academic environment. Competency in English must be confirmed before registration with the exception of some modules. Specific requirements for the relevant programme are outlined on the [online prospectus](#);
- c. be aware of the standard of behaviour expected of applicants and the consequences of not meeting this as outlined in the [Applicant Misconduct Policy](#);
- d. disclose a criminal record as outlined in the [Criminal Record Disclosure Policy \(Student Admissions\)](#) and demonstrate a satisfactory Disclosure and Barring Service (DBS) check, where applicable;
- e. have passed an occupational health assessment, where required;
- f. have an appropriate visa and have satisfied the requirements of UK Visa and Immigration (UKVI), where applicable;
- g. have satisfied any specific arrangements considered necessary, as detailed in the offer letter, if the applicant is under 18 years of age on the official start date of the programme;
- h. comply with the enrolment procedure.

Admission requirements for pre-undergraduate and undergraduate programmes

1.2 Applicant's qualifications must satisfy the specific programme requirements outlined in the [online prospectus](#).

1.3 Where applicable, applicants will also be required to complete an admissions test and take part in an interview to meet the admissions requirements. These requirements are outlined on the [online prospectus](#).

Admission requirements for taught postgraduate programmes

1.4 The minimum entrance requirements for registration on a taught postgraduate programme are:

- a. a Second-Class Honours degree of a UK university or equivalent overseas qualification obtained after at least two years study; or
- b. a registrable qualification appropriate to the programme awarded by a UK university in Medicine or Dentistry, or equivalent overseas qualification appropriate to the programme; or
- c. a professional or other qualification obtained by a formal examination and approved by the faculty in consultation with the Director of Students and Education (or nominee).

1.5 Applicants who do not meet the minimum entry requirements for the programme may be admitted if:

- a. they hold an alternative qualification of an equivalent or higher level or;
- b. they have experience which satisfies the faculty that the applicant can follow and complete the programme of study; or
- c. they satisfy the faculty in any qualifying examination or other condition, including a qualifying period of study, that the programme can be followed and completed.

In the event of disagreement, the Vice-Principal (Education and Student Success), or nominee, will make the final decision.

Admission requirements for postgraduate research degree programmes

- 1.6 The minimum entrance qualification for registration on a postgraduate research programme is an Upper Second-Class Honours degree in a relevant subject, or an equivalent overseas qualification obtained after at least three years of study. Any additional requirements will be detailed in the online prospectus.
- 1.7 To be eligible for registration for the MD(Res) degree, an applicant must have obtained the MB BS degree or another registrable primary qualification in medicine from a higher education institution and be eligible for full registration or hold limited registration with the General Medical Council.
- 1.8 Students who do not meet the minimum entrance requirements may be admitted if they hold an alternative qualification of an equivalent or higher level in a relevant subject or can prove relevant professional experience which satisfies the Associate-Dean for Doctoral Studies in the faculty that the applicant can follow and complete the programme.
- 1.9 It is the responsibility of the faculty to have transparent selection procedures in place in order to accept students onto postgraduate research programmes. Following an initial screening, selection will be by interview either face to face or for some international students by another communication method as deemed appropriate by the faculty. Offers for a place can then be made by the appropriate authority within the faculty and via the offer letter from the Postgraduate Admissions Office.

Admission with Credit Transfer or Advanced Standing

General rules

- 1.10 There is no general right of entry; the final decision rests with the admitting faculty. The faculty may make admission conditional upon students undertaking preparatory or supplementary studies, or particular modules in the programme. Any such conditions shall be agreed by the faculty and the students before admission. For students on joint programmes the relevant faculty or department should be consulted.
- 1.11 For undergraduate and postgraduate taught programmes, credit granted cannot exceed two thirds of the overall credit value of the programme.
- 1.12 Credit earned cannot be used towards an award more than once except in cases where students:.
- are students registered on joint/dual degrees;
 - are registered on programmes covered by articulation agreements; or
 - have made a successful application to join the programme with recognition of prior certified learning where the prior certified learning formed part of an award.
- 1.13 Except as given in (b) below, students will only be admitted to the start of a specific year of study and will not be admitted at a point beyond the start of the final year of full-time study or its part-time equivalent. Students entering the final year of a programme must complete and pass the approved programme of study for that year.
- a. In the case of undergraduate degree programmes, students entering the final year of a programme must take modules worth 120 credits. For a level 6 award, 90 of these credits must be at level 6; for a level 7 award, 120 credits must be at level 7;
 - b. Where students have successfully completed a Postgraduate Certificate or Diploma and register for another postgraduate programme in the same subject, the reduced programme of study must extend over a minimum of one third of the normal period of full-time or part-time study prescribed for the programme and the student must fulfil the minimum and maximum period of study requirements. For a masters degree, the period of study and assessment conducted under the direction of the university must include a dissertation or report.
- 1.14 Normally, credit for a completed award can only be used to seek advanced standing to an award at a higher level. Credit from a complete award can be used towards another award at the same level only if the following criteria are met:
- The award towards which the student is seeking credit is in a different subject, vocational or professional area to their prior award; or
 - The award is at master's level and enables the student to advance their existing subject, professional or vocational area in a new or specialist direction.
- 1.15 To be eligible for an award, students admitted with credit and granted relevant waivers must:
- a. meet the prescribed criteria for the award;
 - b. be assessed at the final level of the award as outlined in the programme specification; and

- c. complete the remainder of the prescribed period of study at the College.
- 1.16 The final classification of an award shall be based solely on the studies undertaken at the College.
- 1.17 The period between first registration on the previous programme and the date of the award of the new King's award should be no more than 10 years for the previous programme's credit to count towards the new award.
- 1.18 Once admitted, students will be subject to the regulations and programme requirements that are applicable to the cohort that they join.

Progression to higher awards

- 1.19 Where students have completed a King's College London programme of study and wish to progress to the next level within two years, the previous award will be revoked and the student may progress to the next level. Where the period between the previous award and re-enrolment is greater than two years, the recognition of previous experience regulations apply (regulation 1.11c).
Exception to regulation 1.10: for programmes where students were originally awarded with registration to practice, the original award will stand and enrolment with recognition of prior learning (1.11c) will apply.

Admission with advanced standing

- 1.20 Where students have successfully completed an approved programme of study, they may be enrolled at an appropriate point on an approved programme in a similar field. This generally applies in cases where students have completed a lower-level award (e.g. UGDip or PGDip) and subsequently wish to register for a related higher-level award (e.g. BSc or MSc).

a.

Admission with transfer enrolment

- 1.21 **Transfer enrolment:** if students have successfully completed part of an approved programme of study, they may be enrolled at an appropriate point on an approved programme in a similar field. For example, a student may have completed year one of an undergraduate programme and may wish to transfer to year 2 of a similar programme. For students who wish to transfer within the university or to another institution, see regulation 2.19

Admission with recognition of prior learning (RPL)

A faculty may permit students to enrol on a programme of study with recognition of prior learning gained elsewhere or at the university. The university recognises 2 types of prior learning:

- Prior certified learning (RPCL)
- Prior experiential learning (RPEL)

- 1.22 All prior certified or experiential learning must be assessed according to the recognition of prior learning procedure so that the student can demonstrate that they have met the learning outcomes of the modules being claimed.

- 1.23 The consideration of an application for prior certified or experiential learning towards an award is a matter of academic judgement.
- 1.24 If a student can demonstrate that the learning outcomes of prior certified or experiential learning meet the learning objectives of specific modules on their programme, those modules may be waived.
- 1.25 Recognition of prior learning can only be applied for specific full modules or levels of individual programmes. It cannot be awarded for credit or partial modules.
- 1.26 Marks are not awarded for prior certified or experiential learning except where the module being waived is using credit gained from one of the College's freestanding modules that has not been used as credit elsewhere within the College. In such cases, the marks can be used as part of the final degree calculation of the new degree programme.
- 1.27 Prior certified learning may only be recognised for college awards when the prior certified learning is at the higher education level (e.g., levels 4 - 7 of the FHEQ).
- 1.28 All prior certified learning must have been assessed and passed in order for the student to use it to demonstrate that they have met the learning outcomes of the module being claimed.
- 1.29 Marks for study at institutions other than King's will not normally be included in decisions on classification of awards, and Assessment Sub-Boards may need to approve an alternative method to derive the classification of awards for students with RPL.

Policies and Procedures

[Fair Admissions Policy](#)

[Admissions Interview Policy](#)

[Criminal Record Disclosure \(Applicants\) Policy](#)

[Applicant Complaints Policy \(Student Admissions\)](#)

Useful Links

[Undergraduate Admissions](#)

[Postgraduate Taught Admissions](#)

[Admissions Portal](#)

[Immigration and Visas](#)

[Undergraduate English language entry requirements](#)

[Postgraduate English language entry requirements](#)

[The framework for higher education qualifications of UK Degree Awarding Bodies](#)

[Glossary](#)

CHAPTER 2: REGISTRATION AND ATTENDANCE

This section outlines the enrolment, registration and attendance requirements of students enrolled on a programme. It includes information on minimum and maximum periods of study; the parameters for interrupting study; and the conditions under which concurrent registration, transfer of registration or registration for the same award are allowed. This section also includes information

on attendance and engagement and participating in recreational activities on a Wednesday afternoon. It also includes information on the Associateship of King's College (AKC) award

Enrolment

- 2.1 Students must complete online enrolment and ID verification within two weeks of the official start date of the programme or module. Enrolment or registration beyond this deadline is at the discretion of the College. Failure to enrol may result in loss of a deposit.
- 2.2 For King's Online Managed programmes, other distance learning programmes and short courses and credit bearing Massive Open Online Courses (MOOCs), initial registration must take place within two days of the official start date and in subsequent years, registration takes place at modular level.
- 2.3 All students are required to re-enrol annually. Failure to re-enrol will affect access to Library Services, teaching materials via KEATS, online facilities, and receipt of funding.
- 2.4 Enrolment includes fulfilling academic requirements relating to the programme of study and clearance of financial debts to the College.
- 2.5 The primary email address for all registered students is the King's College London email address issued at enrolment. Students are responsible for:
 - a. regularly checking their King's College London email account; and
 - b. keeping the university informed of their current home and term-time address while they remain members of the university (this includes MB BS graduates undertaking Foundation Year One training).
- 2.6 All correspondence sent to students by the university using the contact details on their record will be considered to have been received by the student concerned, unless proof of non-delivery is subsequently provided.

Postgraduate Research Student Enrolment

- 2.7 Additional enrolment conditions may apply for students on postgraduate research programmes. Further information on mode of study, research hours and annual leave can be found in **Chapter 6: Framework for Postgraduate Research Awards**.

Minimum and Maximum Periods and Interruption of Study

- 2.8 All periods of study must be continuous unless an interruption has been approved and students must adhere to the requirements of minimum and maximum periods of study.
- 2.9 The minimum and maximum periods of study are set out below. The maximum periods of study include periods of interruption. For awards not covered in the table, the maximum period of study is detailed in the programme specification.

Programme type	Minimum period of study	Maximum period of study
Foundation Certificate	1 year full-time	2 years full-time

Undergraduate Diploma	2 years full-time 4 years part-time 18 months part-time (for students entering with advanced standing of 120 credits)	6 years full- and part-time
Foundation Degree	2 years full-time 3 or 4 years part-time	6 years full- and part-time
First Degrees (undergraduate degrees at level 6 and integrated masters degrees at level 7) For MB BS & BDS see relevant programme specifications for details	3 years full-time 4 years full-time (MSci) 6-8 years part-time (precise length to be stipulated in the programme specification)	As stipulated in the individual programme specification but in no case to exceed 10 years
Graduate Certificate	4 months full-time 8 months part-time	3 years full- and part-time
Graduate Diploma	8 months full-time 16 months part-time	4 years full- and part-time
Postgraduate Certificate	4 months full-time 6 months part-time	3 years full- and part-time
Postgraduate Diploma	8 months full-time 16 months part-time	4 years full- and part-time
Masters Degree	12-24 months full- time 24-48 months part-time (precise length to be stipulated in the programme specification)	6 years full- and part-time
MClinDent	24 months full-time 48 months part-time	8 years full- and part-time
MNurs	24 months full-time	6 years full-time
DClinDent	36 months full-time	7 years full-time
PhD/MPhil/MPhil(Stud)/MD(Res)	24 months full-time 48 months part-time	7 years full-time 10 years part-time
Professional Doctorates	36 months full-time 72 months part-time	7 years full-time 10 years part-time

2.10 A faculty may grant a student an interruption to a programme of study on grounds of illness or other adequate cause, provided that any single period of interruption does not exceed two years and that the total duration of the student's programme of study, including any interruption, does not exceed the maximum period specified for the award.

2.11 In no instance can the maximum period of study exceed ten years.

2.12 For King's Online Managed programmes there are six periods of teaching per year. Students can take a break for up to three consecutive periods without this being considered an interruption, though they remain subject to the maximum period of study. A break of study does not exempt students from sitting a reassessment whereas an interruption of study does.

- 2.13 Credit bearing Massive Open Online Courses will have two advertised periods of teaching every year.

Registration

Concurrent Registration

- 2.14 Students may not be registered concurrently for more than one award within the higher education setting unless dual registration has been permitted as outlined in regulations 2.15 – 2.18.
- 2.15 For students who have completed active study and are awaiting results only, an overlap period of registration, normally no longer than three months, is permissible.
- 2.16 Concurrent registration may be permitted for programmes offered with a collaborative partner
- 2.17 Concurrent registration may be permitted for students intercalating from an MB BS or BDS programme to take a masters or doctorate, if approved by the Dean of Medical Education (MB BS) or Dean of Education (BDS).
- 2.18 Concurrent registration may be permitted for students on a PhD or MD programme to take a PGCert.

Transfer of Registration and Registration for the same Qualification

- 2.19 Students may transfer registration within the university or to another institution with the agreement of the faculties or institutions involved and under the following conditions:
- a. there are good academic grounds in support of the transfer or other good cause; and
 - b. they have not already been awarded on the programme for which they were originally registered.
- 2.20 Where a student has enrolled on a programme and been awarded (including an exit award), or has been deemed an academic fail, the student may not register for the same qualification in the same subject, but they may register for the same qualification in a different subject provided that:
- a. the procedures for enrolment are met;
 - b. modules previously taken are not reattempted; and
 - c. modules with substantially overlapping content are not taken.
- 2.21 Students who transfer registration within the university or who register for the same qualification in a different subject may not take modules with substantially overlapping content in which they have:
- a. achieved a pass mark;

- b. achieved a fail mark; or
- c. been awarded credit due to meeting condonement or compensation rules .

The normal reassessment regulations relating to number of attempts apply.

Students' Union Elected Officers

- 2.22 Members of the Students' Union holding elected office may be granted student status by the Principal.

Attendance

- 2.23 Students must comply with the [Student Attendance and Engagement Policy](#).
- 2.24 Students must attend lectures, classes and tutorials, and departmental examinations to the satisfaction of the faculty. If students are absent from university through illness, a medical certificate may be required. Students who are absent from an examination or unable to meet an assessment deadline due to illness or other good cause must comply with the Mitigating Circumstances Procedure. Absence through illness, for students following a programme of study leading to a professional qualification, must also be reported immediately to the appropriate supervisor. If the illness is prolonged or infectious, a certificate of fitness to return should be submitted before the student's return to university.
- 2.25 On Wednesday afternoons after 1pm during term time, students should be free to participate in recreational activities and attendance should not normally be required at lectures, classes or practicals.
- 2.26 Between noon and 1pm on Mondays during Semesters one and two no lectures or other classes at which attendance is obligatory will normally be held to allow students to attend the [Associateship of King's College \(AKC\)](#) lectures.

Policies and Procedures

[General Student Terms and Conditions](#)

[Fee Payment Procedures](#)

[Student Attendance and Engagement Policy](#)

Useful Links

[Visa and International Student Advice](#)

[Programme Specifications](#)

[Collaborative Provision](#)

[Module Registration](#)

[Associate of King's College London](#)

[Glossary](#)

CHAPTER 3: QUALIFICATION AND COURSE FRAMEWORK

This section outlines the awards currently offered by the College, including the level of each award and the corresponding descriptor for that level. Please note, exit awards that are not offered as standalone awards are detailed in **Chapter 5: Progression and Award for Taught Programmes**.

This section also outlines the relationship between the academic regulations and programme specifications; the difference between core and non-core modules; provides details about module level, status and value; and explains the marks required to pass a module component and an overall module.

Each taught programme of study will have a programme specification approved by the relevant Faculty Education Committee as part of the programme approval procedure and updated on an annual basis. Programme specifications specify the duration of the programme in full-time and, where applicable, part-time mode, and the minimum period of study for the award and the maximum period for which credit for the award may be counted. The period of study will normally be continuous unless the Academic Board has permitted an interruption, either generally by regulation or in an individual case. Amendments to programme specifications will not normally be introduced during an academic year. For some programmes, particularly those with Professional, Statutory or Regulatory Bodies (PSRB) accreditation, any additional programme regulations are contained within programme specifications.

Awards of King's College London

- 3.1. The university offers teaching and research at undergraduate, postgraduate taught and postgraduate research levels. The university also offers teaching at pre-undergraduate level. All programmes will be assigned to a level from the Quality Assurance Agency (QAA) [Frameworks for Higher Education Qualifications of UK Degree Awarding Bodies \(FHEQ\)](#), except pre-undergraduate programmes which are assigned to a level from the [Regulated Qualifications Framework \(RQF\)](#), by the relevant Faculty Education Committee, as detailed below.

Level	Awards
Level 3	Foundation Certificate
Level 4	Undergraduate Certificate (UGCert) (available as exit award only)
Level 5	Undergraduate Diploma (UGDip) (available as exit award only)
Level 6	Honours degree (Hons) <ul style="list-style-type: none"> • Bachelor of Arts (BA) • Bachelor of Engineering (BEng) • Bachelor of Laws (LLB) • Bachelor of Music (BMus) • Bachelor of Science (BSc) • Bachelor of Science (Engineering) (BSc (BEng)) • Intercalated Bachelor of Science (iBSc) Professional Graduate Certificate in Education (PGCE Professional) Graduate Certificate (GradCert) Graduate Diploma (GradDip) Ordinary degree (Ord) (available as exit awards only)
Level 7	First degrees <ul style="list-style-type: none"> • Bachelor of Dental Surgery (BDS)

	<ul style="list-style-type: none"> • Bachelor of Medicine and Bachelor of Surgery (MB BS) First degrees - Integrated Masters degrees <ul style="list-style-type: none"> • Master of Engineering (MEng) • Master of Pharmacy (MPharm) • Master in Science (MSci) Postgraduate Certificate (PGCert) Postgraduate Certificate in Education (PGCE) Postgraduate Diploma (PGDip) Masters degrees <ul style="list-style-type: none"> • Master of Arts (MA) • Master of Business Administration (MBA) • Master of Clinical Dentistry (MClintDent) • Master of Laws (LLM) • Master of Music (MMus) • Master of Nursing (MNurs) • Master of Public Health (MPH) • Master of Research (MRes) • Master of Science (MSc) • Master of Teaching and Learning (MTL) (not currently offered) • Executive Master of Business Administration (EMBA) • Executive Master of Public Administration (EMPA)
Level 7 – Research degrees	Master of Philosophy (MPhil) Master in Philosophical Studies (MPhilStud)
Level 8 – Research degrees	Doctor in Clinical Psychology (DClinPsy) Doctor in Education (EdD) (not currently offered) Doctor in Health Care (DHC) Doctor of Medicine (Research) (MD(Res)) Doctor of Medicine (MD) Doctor in Theology and Ministry (DThM) Doctor of Ministry (DMin) (not currently offered) Doctor of Philosophy (PhD) Doctor in Professional Studies (DrPS)
Level 8 – Higher Doctorates	Doctor of Science (DSc) (not currently offered) Doctor of Letters (DLitt) (not currently offered) Doctor of Clinical Dentistry (DClintDent)
Other awards – no corresponding level	Associateship of King’s College London (AKC) King’s Experience Awards

In addition, the university offers programmes that have no corresponding award, including Pre-Sessional English Programmes, Summer Programmes, and credit-bearing Massive Open Online Courses (MOOCs).

3.2. All awards must have regard to the [SEEC Level Descriptors](#).

3.3. **Foundation Certificate (level 3):** An academically coherent programme of study that is aligned to the Regulated Qualifications Framework and designed to ensure students can demonstrate:

- the ability to identify and use relevant understanding, methods and skills to complete tasks;

- address problems that, while well defined, have a measure of complexity;
 - take responsibility for initiating and completing tasks and procedures;
 - exercise autonomy and judgment within limited parameters;
 - an awareness of different perspectives or approaches within an area of study or work.
- 3.4. All awards, except pre-undergraduate awards, must have regard to the provisions of the [QAA UK Quality Code for Higher Education](#) and the more discipline-specific [subject benchmark statements](#) and [QAA Characteristics Statements](#).
- 3.5. All awards leading to professional registration and practice must be designed and taught in accordance with the requirements of the respective Professional, Statutory or Regulatory Body. This includes but is not limited to the General Dental Council, General Medical Council, Nursing and Midwifery Council and Health and Care Professions Council.
- 3.6. The following level descriptors are aligned to the QAA FHEQ descriptors and outline the depth and complexity of each award level. These must be used as a reference point in the development of programmes and modules, including any local marking criteria.
- 3.7. **Undergraduate Certificates (level 4):** An academically coherent programme of study that is designed to ensure students can demonstrate:
- knowledge of the underlying concepts and principles associated with their area(s) of study;
 - an ability to present, evaluate and interpret these concepts as well as qualitative and quantitative data to develop theories and sound judgements;
 - an ability to evaluate different approaches to problem solving;
 - an ability to communicate work reliably and accurately, and with structured and coherent arguments; and
 - an ability to undertake further training and develop new skills.
- 3.8. **Undergraduate Diplomas and Foundation Degrees (level 5):** An academically coherent programme of study that is designed to ensure students can demonstrate:
- critical understanding of the concepts and principles of the area of study and the way in which these have developed;
 - knowledge of the main methods of enquiry in the area of study and an ability to evaluate their application;
 - an ability to apply underlying concepts and principles within a wider context;
 - an ability to use a range of techniques to analyse information and propose solutions to problems, especially within a work context;
 - an ability to communicate effectively information, arguments and analysis; and
 - an ability to undertake further training to develop existing knowledge and skills.

In addition, for Foundation Degrees:

- the acquisition of skills relevant to employment; and
- an ability to progress to the final stage of an appropriate first-degree programme awarded with honours either directly or, where the nature of the programme for the Foundation degree and/or the first degree makes it appropriate, after further bridging study.

3.9. **First degrees (level 6 and 7):** An academically coherent programme of study that is designed to ensure students can demonstrate:

- conceptual understanding of key aspects of their field of study that enables students:
 - to devise and sustain arguments, and/or to solve problems, using a range of ideas and techniques;
 - to describe and comment upon particular aspects of current research, or equivalent advanced scholarship, in the discipline; and
 - to apply the methods and techniques that they have learned to review, consolidate, extend and apply their knowledge and understanding;
- an ability to deploy accurately established techniques of analysis and enquiry within a discipline;
- capacity for independent and critical thought to evaluate and identify a range of solutions to a problem; and
- an ability to communicate information, ideas, problems and solutions to both specialist and non-specialist audiences.

3.10. **Postgraduate Taught degrees (level 7):** A programme of study beyond the standard first degree level which assumes the general level of educational competence required for the award of a first degree. This may include programmes of study which are 'conversion courses' where graduates in one discipline acquire knowledge and develop a set of skills in another discipline. The programme of study should normally include:

- a research project in a form appropriate to the discipline concerned as a core component of the programme; and
- some part of the curriculum should be concerned with research methods including awareness of ethical issues and, where relevant, health and safety matters.

The programme and scheme of assessment should be designed to ensure students can demonstrate:

- a systematic understanding of knowledge, and a critical awareness of current problems and/or new insights in their academic discipline, field of study or area of professional practice;

- a comprehensive understanding of techniques applicable to their own research or advanced scholarship;
 - a conceptual understanding that enables students:
 - to evaluate critically current research and advanced scholarship in the discipline;
 - to evaluate methodologies and develop critiques of them and, where appropriate, to propose new hypotheses;
 - to demonstrate self-direction and originality in tackling and solving problems, and act autonomously in planning and implementing tasks at a professional or equivalent level; and
 - a practical understanding of how established techniques of research and enquiry are used to create and interpret knowledge in the discipline.
- 3.11. Additional criteria are specified for some awards as listed below. Further information on research degrees at level 8 can be found in regulation section 6.3 in the Framework for Postgraduate Research Awards.
- 3.12. **Bachelor of Engineering (BEng):** The programme of study shall give emphasis to preparation for professional practice. It shall provide the necessary understanding of the scientific basis of engineering and include a substantial engineering applications component as an integrated part of the programme, together with some appreciation of the industrial, social, environmental, and business environment.
- 3.13. **Master in Science (MSci):** The programme of study shall include a major project and provide a sound basis for a subsequent scientific or technically-based career or research.
- 3.14. **Master of Engineering (MEng):** The programme of study shall be followed over a period of time equivalent to four years full-time, of which not less than three academic years and two semester shall be full-time university based study (which may include a year at another institution of university status), and shall satisfy one or more of the following criteria:
- provide for study of a particular engineering discipline in greater depth than the Bachelor of Engineering;
 - provide for multi-disciplinary study of a range of engineering disciplines;

together with all of the following criteria:

- include the teaching of design through the use of project work and case studies, preferably in an industrial context;
- include a major project;
- demand a level of study and attainment which is equivalent to that required for a postgraduate taught degree.

- 3.15. **Master of Pharmacy (MPharm):** The programme of study, taught in accordance with curricula that meet the requirements of the Royal Pharmaceutical Society of Great Britain, shall provide for the study of two or more elective disciplines and shall include a major research project.
- 3.16. **Master of Clinical Dentistry (MClinDent):** The programme of study shall include academic and clinical elements, the latter element providing a major component towards specialist training in a designated clinical dental discipline.
- 3.17. **Master of Public Health (MPH):** The programme of study should include a dissertation project which provides a sound basis for a subsequent career as a public health professional in an international, national or local government agency, in a non-governmental or charitable organisation concerned with public health, or in a community or public health environment, or in a university Department concerned with community or public health.
- 3.18. **Master of Nursing (MNurs):** The Master of Nursing will meet the characteristics associated with a Professional or Practice Master's degree:
- Learning and programme curricula will be in accordance with the requirements of the Nursing & Midwifery Council (NMC);
 - Programmes with the MNurs award will include practice placements to allow students to complete the nursing proficiencies and practice hours required of registered nurses as part of their training, per the requirements of the NMC;
 - Programmes with the MNurs award will include research methods training, and a 30-credit module assessed by project completed through independent study;
 - Award of the Master of Nursing will meet the requirements for registration or entry to the nursing profession in accordance with the requirements of the NMC.
- 3.19. **Master of Research (MRes):** The programme of study shall:
- be a free-standing and formally examined prescribed programme of fulltime study beyond the undergraduate degree level of at least one calendar year or its equivalent in part-time study;
 - provide a structured and progressive research training programme which is an adequate foundation for doctoral study or a research career in industry or the public sector;
 - include a grounding in research techniques relevant to the broad disciplinary area. At least one core module should be concerned with research methods including awareness of ethical issues and, where relevant, health and safety matters;
 - include a significant research component, which enables students to demonstrate initiative and creativity and is assessed by means of a written report. The research component should form a significant proportion (at least 75 credits) of the whole programme and must be greater than the research dissertation for MA/MSc awards in the same discipline;

- include elements designed to broaden students' experiences by equipping them with a range of transferable skills.

3.20. **Doctorate in Clinical Dentistry (DClinDent):** The award will include a research project, plus three research-based modules. The portfolio element will consist of case studies, clinical portfolio, and work-based evaluations.

Programme Title (undergraduate only)

3.21. For single honours with a supporting discipline, the programme title will be the main discipline **with** the supporting discipline, on condition that students have obtained a minimum of 255 credits in the main discipline and a minimum of 90 credits in the supporting discipline.

3.22. For joint honours, the programme will be discipline A **and** discipline B, on condition that students have obtained a minimum of 120 credits in each discipline and an overall minimum of 255 credits across both disciplines.

3.23. For one-year intercalated BSc degree programmes:

- a. where at least 75 credits have been gained in an appropriate subject the title will be the appropriate subject with Basic Medical Sciences, Basic Dental Sciences or Basic Veterinary Sciences.
- b. where less than 75 credits have been gained, but at least 60 credits have been gained in an appropriate subject: Basic Medical Sciences, Basic Dental Sciences or Basic Veterinary Sciences with the appropriate subject or if 60 credits have been gained in each of two of these subjects: Basic Medical Sciences, Basic Dental Sciences or Basic Veterinary Sciences with one appropriate subject and the other of these subjects.

Programme Specifications

3.24. A programme of study and its associated modules must comply with the criteria established for programmes of study (see above) and be approved by the relevant Faculty Education Committee in accordance with the procedures agreed by the Academic Board and/or its sub-committees before the programme may be offered. Modifications to programmes of study or modifications to modules cannot normally be implemented in the same year they are approved. Some programmes, such as those with PSRB requirements, may have programme regulations in addition to the general academic regulations. These will be detailed in the relevant programme specification.

3.25. Programme specifications must provide the following details:

- a. the programme title;
- b. the duration of the programme in full-time and, where applicable, part-time mode, including the minimum period of study for the award and the maximum period for which credit for the award may be counted;
- c. credit and module options, including the credit value of all modules, the number of discipline specific credits that must be taken for both single and joint honours degrees, the status of modules, and if any conditions apply;
- d. the combination of modules that students will have to take and pass and at what level in order to satisfy the requirements for the award and which, if any, must be

attempted in order to complete the programme of study. In no case may the number of modules or level combinations be less than the minimum specified in the credit tables;

- e. the maximum number of credits for which students may be registered in an academic year;
- f. which faculty is responsible for offering reassessment for combined studies programmes and any associated conditions;
- g. any additional programme or non-credit requirements, including:
 - Professional, Statutory and Regulatory Body (PSRB) requirements;
 - details of conditions applying to students on study abroad or year in industry programmes; and
- h. any programme allowances:
 - if any level 7 modules can be taken outside of the usual range of credit levels specified in the award credit tables; and
 - if additional credits are permitted. Any additional credits will contribute to the degree algorithm.

Modules

3.26. All modules are required to have a module specification that includes:

- a. the module credit level and credit value;
- b. whether the module is assessed by one or more methods;
- c. the relative weighting of each assessment component and whether a pass or qualifying mark must be achieved in that component in order to pass the module overall;
- d. the scheduling of assessments and reassessment opportunities, which are normally held prior to the start of the next academic year;
- e. whether the module is available for study abroad students.

3.27. Modules can be core or non-core. Non-core modules will be one or more of the following:

- a. Compulsory
- b. Optional
- c. Introductory
- d. Professional Practice
- e. Study Abroad

In addition, modules may have pre-requisites or co-requisites. Further information on module definitions can be found in the [Regulations Glossary](#).

3.28. All pre-undergraduate and undergraduate modules at levels 3-6 have credit values in multiples of 15. Exceptionally, College Education Committee may approve modules of a lower credit value.

3.29. All level 7 modules have credit values in multiples of 15. Level 7 research/dissertation modules are worth 60 credits, or 120 for MRes programmes. Some postgraduate modules have credit values of 5 or 10 for CPD or Executive Education purposes.

Exception to regulation 3.27: Integrated Apprenticeship of MSc Clinical Pharmacology programme includes a 20 credit End Point Assessment module in order to comply with the mandated structure for an integrated apprenticeship.

- 3.30. 5 and 10 credit modules at undergraduate level are only applicable to King's Health Partners short courses and credit bearing MOOCs.
- 3.31. In order to complete a module, students must undertake the prescribed period of study, which may include reaching a pass mark or qualifying mark for components of the module and satisfy any other conditions which may be set out by the College.
- 3.32. To be awarded credit the whole module must be passed. Credit for a module cannot be divided.

Policies and Procedures

[Quality Assurance Handbook](#)

[Code of Practice for Research Governance and Dissertation Framework](#)

Useful Links

[Programme Specifications](#)

[KEATS](#)

[Frameworks for Higher Education Qualifications of UK Degree Awarding Bodies](#)

[Glossary](#)

CHAPTER 4: ASSESSMENT FOR TAUGHT PROGRAMMES

This section outlines the assessment rules for taught programmes or taught components of research awards at King's and should be read in conjunction with programme and module specifications. This section includes the rules on assessment scheduling; the responsibilities of markers and internal examiners; the rules governing marking and the corresponding pass marks for different level modules; alternative assessment; mitigating circumstances; and the rules governing late submission of coursework. These regulations apply to all forms of summative assessment.

This section also outlines the rules governing reassessment, including the responsibilities of Assessment Boards and Sub-Boards for ensuring that examination and assessment procedures are carried out in accordance with academic regulations and academic policies in a fair and impartial manner. Module specifications will stipulate how students are to be reassessed and any conditions that apply to determine whether the learning outcomes of the module have been achieved, taking into consideration that the final module mark will be capped at the relevant pass mark.

Assessment and Feedback for Postgraduate Research Awards can be found in **Chapter 6: Framework for Postgraduate Research Awards**.

General

- 4.1. All students must abide by the regulations and policies governing [assessments and examinations](#). Failure to do so is an offence and may be dealt with in accordance with the [Student Misconduct Policy and Procedures](#).

- 4.2. Assessment Sub-Boards are responsible for setting assessments and drawing up marking schemes.
- 4.3. Students registered for assessments are expected to be present or submit on the dates specified to them unless a mitigation has been granted.
- 4.4. Individual programme specifications may prescribe conditions for assessment where prior disclosure of questions is applicable. In such cases, the question papers must be made available to all students at the same time.

Scheduling

- 4.5. For on-campus programmes, the timetables of examinations scheduled during the three main examination periods are published by the Assessment and Examinations Office. These examination periods are normally:
 - Period 1 –the second week of January;
 - Period 2 – five weeks starting in May;
 - Period 3 – two weeks in August.
- 4.6. The Assessment and Examinations Office may make alternative arrangements for students who are timetabled for two in-person examinations which overlap or coincide. For remote examinations, academic departments will make arrangements in such cases.
- 4.7. All other assessments (excluding examinations scheduled during the main examination periods) will have deadlines determined by the Department.
- 4.8. In exceptional circumstances, provision may be made for an international student to undertake an alternative form of assessment or be considered for alternative venue arrangements, if they have been granted the opportunity to sit a resit or replacement examination in their home country and the Assessment Sub-Board considers it impracticable to sit the original assessment due to time differences. Any alternative venue arrangements will be determined by the Assessment and Examinations Office and the examinations will not be scheduled before the published UK date and time.

Conduct

- 4.9. Students must comply with the rules set out in the [Examination Information for Candidates](#) as well as the [Academic Honesty & Integrity Policy](#) and any instructions provided by the student's faculty or Department. Any breaches of these rules will be considered misconduct.
- 4.10. Students must write clearly in English, or the language specified for the assessment.
- 4.11. Examiners shall not be required to mark illegible answers to handwritten assessments. If any part of a script is deemed illegible, students may be required, at the discretion of the examiners, either to undertake an oral examination or to have the assessment transcribed under secure conditions, line for line, page for page and at the student's expense. Examiners may order any other appropriate measure at their discretion. No concessions may be granted for illegibility in respect of specified awards where a registering body imposes such conditions.

Examiners

- 4.12. Examiners should maintain the secrecy of unseen examination papers until taken by students.
- 4.13. Disclosure of questions in advance of an unseen examination is an offence and may lead to action being taken under the College's disciplinary procedures.
- 4.14. Examiners are required to maintain the secrecy of any individual questions that are intended to be used, or reused, for summative assessment.
- 4.15. Examiners should ensure that information relating to assessment is held securely in accordance with relevant university policies and procedures in relation to the processing of personal data.
- 4.16. Examiners should use the full range of marks.
- 4.17. Exam scripts and lists of marks are confidential. Examiners must make and retain a secure copy of mark lists or other assessment details before passing on scripts to another marker or to the Chair of the Assessment Sub-Board.
- 4.18. The identity of students will be withheld from all Examiners so far as is practicable until the marking process is complete.

Alternative Assessment

- 4.19. Under exceptional circumstances, provision may be made for alternative formats of assessment. Students given permission to undertake an alternative format of assessment will be assessed on equal terms with other students.
- 4.20. The Chair of the Assessment Sub-Board shall obtain the agreement of an External Examiner to the proposed alternative assessment and report the matter to the Chair of the Assessment Board.
- 4.21. Students may apply for mitigating circumstances if an unforeseen event prevents them from completing an assessment.

Personalised Assessment Arrangements (PAA)

- 4.22. Students may apply for [Personalised Assessment Arrangements](#). If the Personalised Assessment Arrangements Applications Panel, in consultation with the Assessment Sub-Board, considers the original format of the assessment to be impracticable for that student, or if the duration of the examination with any additional arrangements in place extends over 4.5 hours, provision may be made for a student to undertake an assessment in an alternative format.

Study Abroad

- 4.23. The Assessment Sub-Board must make provision for students to take an alternative assessment if their study abroad activity prevents them from sitting an examination at the same time as the rest of their cohort.

Mitigating Circumstances and Deferral

- 4.24. The university defines mitigating circumstances as recognisably disruptive or unexpected events beyond the student's control that might have a significant and adverse impact on

their academic performance. The [Mitigating Circumstances Policy](#) applies to students on taught programmes. Marks will never be raised due to mitigating circumstances.

Late Submission of Coursework

- 4.25. A student who either fails to submit coursework for assessment or submits after the deadline will have an automatic penalty applied unless:
- a. they have requested an extension; or
 - b. they have submitted a successful mitigating circumstances request giving valid reasons for submitting late work.
- 4.26. For coursework where the submission deadline is 10 working days or more after the coursework is set, work submitted within 24-hours of the deadline will be marked but 10 raw marks will be deducted where the assessment is marked out of 100. Where the assessment is not marked out of 100, the penalty should be adjusted accordingly and approved by the relevant Assessment Board. If the deduction takes a student below the pass mark, the coursework mark will be capped at the pass mark.
- 4.27. Where a student submits an assessment late but within 24 hours and subsequently fails the assessment, the late submission penalty of deducting 10 raw marks will not be applied.
- 4.28. For coursework where the submission deadline is 9 or fewer working days after the coursework is set, work submitted within 24-hours of the deadline will be marked but students who pass the coursework will have the coursework mark capped at the pass mark.
- 4.29. For assessments with a deadline within 24 hours of the assessment being set, the deadline will not be extended.
- 4.30. Work submitted after 24-hour of the deadline will receive a mark of zero and the reassessment rules will apply.
- 4.31. For remote examinations, students must take and submit the examination within the permitted timeframe. Examinations not submitted within the permitted timeframe will receive a mark of zero. In such instances a student may, at the discretion of the relevant Assessment Sub-Board, be permitted to attempt the examination again if the regulations for the programme permit such reassessment.
- 4.32. Students should refer to their programme specification for any PSRB requirements that might apply to their programme.

Marking and Pass Marks

- 4.33. All assessments are marked out of 100 in accordance with the university marking criteria; discipline specific criteria where issued; and the stepped marking scheme where applicable. [The College Marking Framework is here](#).
- 4.34. Discipline-specific marking schemes may be adapted from the College Marking Criteria and schemes must be approved by the respective faculty on an annual basis.

- 4.35. All summative assessment must be subject to a form of second marking, details of which can be found in the College Marking Framework.
- 4.36. Modules at Level 3-6:
- The overall module pass mark is 40;
 - The pass mark for each module component is 40, unless a qualifying mark has been set;
 - Programme specifications and/or module specifications will outline conditions relating to qualifying marks (see regulation 4.62).
- 4.37. Modules at Level 7:
- The overall module pass mark is 50;
 - The pass mark for each module component is 50, unless a qualifying mark has been set;
 - Programme specifications and/or module specifications will outline conditions relating to qualifying marks.
- 4.38. Programmes that lead to professional registration and the Executive LLM apply a pass/fail marking criteria.
- 4.39. Scaling of module marks or final overall scores to a predetermined distribution shall not be employed by the examiners.
- 4.40. All overall module marks shall be rounded up (≥ 0.5) or rounded down (< 0.5) to the nearest integer.
- 4.41. Where a module is assessed by more than one component of assessment and the module or programme specification do not specify a qualifying mark or core competency for any individual component of assessment, then a student will have achieved the learning outcomes of the module if they gain the relevant pass mark in the aggregate mark for the module.
- 4.42. Confirmed marks of 69, 59, 49, and 39 indicate agreement that the assessment is not deserving of the class above.
- 4.43. A minimum level of attainment (a qualifying mark) may be required for a specific component within a module. In such instances, achieving the qualifying mark is a pre-requisite of passing the module.

Provisional Marks

- 4.44. Provisional marks are marks post-marking but prior to the meeting of the Assessment Sub-Board. Provisional marks relating to individual elements of assessment may be released to students provided the work in question has been marked in accordance with the College Marking Framework and marks are clearly labelled as “provisional and may be subject to change”.

Ratified Marks

- 4.45. Results of assessments are confidential until the Assessment Sub-Board has met to ratify them.

- 4.46. The only occasion when a decision relating to ratified results can be modified, is under the provisions of the academic appeals process. Where a department identifies or acknowledges an administrative error, it can be corrected by the department without the need for students to submit an academic appeal.
- 4.47. The assessment marks of individual students, other than grades for final examinations for the unclassified degrees in the Faculty of Life Sciences & Medicine and the Faculty of Dentistry, Oral & Craniofacial Sciences, may be released on request to government agencies and research councils for the purpose of assessing applications for studentships for postgraduate degrees; and to institutions of higher education within the United Kingdom and overseas for the purposes of credit transfer.
- 4.48. Assessment results are communicated to all students within a cohort at the same time and in the same manner once ratified by the relevant Assessment Sub-Board.
Exception: MB BS students intercalating in their fourth year.

Reassessment

General

- 4.49. Reassessment is at the discretion of the Assessment Sub-Board. Students will normally be offered one reassessment opportunity if they:
- a. fail to obtain a qualifying mark in a module or module component; or
 - b. fail any module with a mark outside of the condonable range; or
 - c. fail to achieve a pass mark in a core module.
- 4.50. Where students do not achieve the aggregate pass mark in a module at the first attempt, the module specification will outline how they are to be reassessed, if reassessment may be in a different format to the original assessment, and any additional conditions attached to the reassessment.
- 4.51. Where students do not achieve the aggregate pass mark of a module due to failing one or more components of the module, they should only be reassessed in the failed components. Programmes with PSRB accreditation may require reassessment of all components and where this is required, this will be stipulated in the module specification. Any other exception to this must be approved via an exemption.
- 4.52. Following reassessment of any component of the module, the final overall module mark will be capped at the relevant pass mark, unless covered by the core competency clause below.
- 4.53. For reassessment of module components, individual assessment marks will be recorded uncapped on a student's record. If they do not achieve a pass mark at reassessment, the highest mark of any attempt will be recorded on the student's record and transcript.
- 4.54. Where students do not achieve a mark within the condonable range in a non-core module, an Assessment Sub-Board may, permit students to register for a substitute module, if allowed in the programme specification.

Pre-undergraduate

- 4.55. Students will be offered one reassessment opportunity in failed core modules.
- 4.56. Students will not normally be offered a reassessment opportunity in non-core modules they have failed if:
 - a. they have achieved a mark in the condonable range, and they have not reached the overall condonable credit volume permitted; or
 - b. they have achieved a mark in the condonable range and have met the requirements for their registered award.

Undergraduate

- 4.57. Students will be offered one reassessment opportunity in failed core modules.
- 4.58. Students in the first year of their studies will not normally be offered reassessment opportunities in failed non-core modules if the compensation rules can be applied.
- 4.59. Students in year two and above will not normally be offered a reassessment opportunity in failed non-core modules if:
 - a. they have achieved a mark in the condonable range, and they have not reached the overall condonable credit volume permitted; or
 - b. they have achieved a mark in the condonable range and have met the requirements for their registered award.
- 4.60. Students can opt into a reassessment opportunity in a failed non-core module and if successful will achieve a capped pass mark. Students will be granted a single resit opportunity for each module.

Postgraduate Taught

- 4.61. Students will be offered one reassessment opportunity in core modules that they have failed.
- 4.62. Students will not normally be offered a reassessment opportunity in non-core modules they have failed if:
 - a. they have achieved a mark in the condonable range, and they have not reached the overall condonable credit volume permitted; or
 - b. they have achieved a mark in the condonable range and have met the requirements for their registered award.
- 4.63. Students who do not meet the requirements of an award, but have been offered a reassessment opportunity, will normally be reassessed, and an Assessment Sub-Board convened to reconsider their award, within four calendar months and no longer than six calendar months, from the date that students were invited to resit or resubmit.

Qualifying Marks

- 4.64. Where a module is assessed by more than one component of assessment which have specified qualifying mark(s) then the module specifications will outline which one of the following will apply when students fail that specified component:

- a. Students who do not achieve the qualifying mark will be reassessed in that component of assessment. The final module mark will be capped at the relevant pass mark;
- b. Students who do not achieve the qualifying mark will be reassessed in all components of assessment of the module. The final module mark will be capped at the relevant pass mark.

Core Competency Components

- 4.65. If a module component is defined in the module specification as a core competency, students are required to achieve a minimum acceptable standard in that activity as part of their professional portfolio.
- 4.66. If the acceptable standard has been achieved at the first attempt, a numerical mark will be awarded in accordance with the published marking scheme.
- 4.67. Students who fail a core competency module component will be allowed a prescribed number of further attempts. The numerical mark awarded for the reassessed component will be capped at the pass mark; however, the overall module mark will not be capped.

Scheduling and requirements for reassessment

- 4.68. Programme specifications will clarify the responsibility for offering reassessment to students on joint honours programmes, including any conditions attached to the reassessment.
- 4.69. Where students have been offered a reassessment opportunity, the Assessment Sub-Board will determine whether they are required to sit the assessment with or without further attendance.
- 4.70. With the exception of cases where students are required to resit the assessment with attendance, all reassessment attempts will normally be held prior to the start of the next academic year.
- 4.71. Students who fail examinations held during Assessment Period 1 or 2 will be reassessed in Assessment Period 3. For specific rules for PGT reassessment please refer to regulation 4.64 which takes precedence.
- 4.72. Reassessment for King's Online Managed programmes will normally take place in the next teaching period unless a student submits a mitigating circumstances request or takes a formal interruption of study. An informal interruption of study will not exempt a student from reassessment.
- 4.73. Reassessment for credit-bearing Massive Open Online Courses (MOOCs) will take place during the next run of MOOCs. A formal calendar of dates will be published in advance.

Termination

- 4.74. Where an Assessment Sub-Board determines that students may not be permitted a further attempt at reassessment, and where this decision would prevent them from completing their programme of study, their registration will be terminated. The Assessment Sub-Board will consider if students are eligible for an exit award.

Intellectual Property and Access to Examination Scripts

- 4.75. Original scripts for written examinations are the property of the university and will not be returned to students. Provisions shall be made for students to view scripts. Other assessed material may be returned to students, unless prevented by the academic regulations.
- 4.76. If a faculty wishes to make a completed assessment available for consultation or borrowing this must be done in accordance with the [College Code of Practice on Intellectual Property, Commercial Exploitation and Financial Benefit](#).

Policies and Procedures

[Academic Honesty & Integrity Policy](#)

[Misconduct Policy and Procedure](#)

[Proofreading Policy](#)

[Mitigating Circumstances Policy](#)

[College Marking Framework](#)

Useful Links

[Examination Information for Candidates](#)

[Academic Misconduct, Student Conduct and Appeals Office](#)

[Personalised Assessment Arrangements](#)

[Student Services Online](#)

[Assessment Boards \(Appendix A\)](#)

[Assessment Sub-Boards \(Appendix A\)](#)

[External Examiners \(Appendix A\)](#)

[Glossary](#)

CHAPTER 5: PROGRESSION AND AWARD FOR TAUGHT PROGRAMMES

PROGRESSION

This section outlines the progression rules for taught programmes at the College, including the minimum and maximum number and level of credits that a student must take each year; the way in which results are calculated and combined to determine whether a student can progress from one year of study to the next; and the maximum number and level of credits that may be condoned each year and at programme level. This section outlines progression with reassessment and deferrals as well as the rules surrounding substitute modules. The circumstances under which marks and/or credit can be transferred are also included in this section.

These regulations apply to all taught students who started year one of their programme in 2023/24. Direct entrants to year two of a programme in 2023/24 should refer to the 2022/21 regulations for details of the regulations that apply to them. Students taking an intercalated degree and direct entrants to year three of a programme in 2023/24 should refer to the 2021/22 regulations for details of the regulations that apply to them.

All awards

- 5.1. Students must meet minimum progression requirements. Any additions to minimum progression requirements are detailed in programme specifications.
- 5.2. Students can only progress if it remains possible for them to obtain the minimum credit required for their registered award.

Programmes with a Semester/Year abroad or in industry ³

- 5.3. For students who opt to study abroad for a semester where this is not part of the programme requirements, a semester abroad equates to 60 credits. This credit is included in the minimum credit required for award. Students must pass their semester for credit to be transferred. Further detail is included in the programme specification.
- 5.4. Where students take a semester abroad, they must pass King's modules worth 60 credits in the corresponding level in the other half of the year.
- 5.5. For students who opt to study abroad for a year where this is not part of their programme requirements, a year abroad equates to 120 credits. Students must pass their year abroad for credit to be transferred. This increases the standard minimum credit

required for a 3-year undergraduate or a 4-year integrated masters degree, which is stated in the credit tables, by 120 credits.

- 5.6. Details of conditions applying to students on programmes where a semester or year in industry is part of the programme requirements, will be outlined in the programme specification.

Compensated Credit (undergraduate and integrated masters, year one)

- 5.7. Non-core modules at level 4 worth up to 30 credits may be compensated on condition that students have:
- a. achieved a pass mark in all core modules and in a minimum of 90 credits overall; and
 - b. achieved a module mark of 1 in the module to be compensated, taking into consideration the outcome of any mitigating circumstances request.

Students who meet these conditions will be awarded 120 credits overall for year one, where required. Where PSRB requirements apply, details should be contained in the programme specifications.

Cohort exemption to regulation 5.7: The requirement to attempt all assessments in order to be eligible for compensation does not apply to students in relevant departments in the Faculty of Natural, Mathematical and Engineering Sciences undertaking their first year of study in the 2023/24 academic year.

Condonement (all pre-undergraduate programmes, undergraduate programmes in year 2 onwards; all postgraduate taught programmes)

- 5.8. Core modules cannot be condoned.
- 5.9. Non-core modules may be condoned where permitted in the programme specification and as outlined in the credit tables below. Condonement may not be possible where there are special requirements for some programmes e.g. Professional, Statutory and Regulatory Bodies regulations.
- 5.10. For non-core modules at level 3, 5 and 6, condonement will normally be granted after the first attempt, where students have achieved a mark in the range of 1-39 inclusive.
- 5.11. For non-core modules at level 7, condonement will normally be granted after the first attempt where students have achieved a mark in the range of 40-49 inclusive. For some modules in the departments of mathematics, informatics and physics, alternative condonement arrangements may apply and will be detailed in the programme specification.
- 5.12. For three-year programmes and four-year programmes that include a year abroad/year in industry, the maximum credit allowed for modules with marks in the condonable range across levels 5 and above will not exceed 30.
- 5.13. For four-year programmes or five-year programmes that include a year abroad/year in industry (where the final year consists of level 7 modules), the maximum credit allowed for modules with marks in the condonable range will not exceed 45. This includes no more than 30 credits at level 5 and 6 combined, and no more than 30 credits at level 7.

- 5.14. For all other programmes, the maximum credit allowed for modules with marks in the condonable range is outlined in the credit tables below.
- 5.15. Once a module has been condoned, a student cannot be reassessed in it at a later stage.
- 5.16. Having exhausted all reassessment opportunities and having reached the maximum credit allowed for modules with marks in the condonable range, a student will be considered for an exit award. Students who have exceeded the maximum credits allowed for modules with marks in the condonable range will not be able to register on further modules to achieve a better exit award.

Additional Credit

- 5.17. For all undergraduate and postgraduate taught programmes,
- a. Students may take up to 30 additional credits at level 5 or above. Such credits will contribute to the degree algorithm;
 - b. Additional credits over and above the maximum permitted can be taken on a paid-for stand-alone basis and will not contribute to the degree algorithm;
 - c. Modules taken as part of the degree programme cannot be substituted with additional credit modules taken on a standalone basis.

In addition, for undergraduate programmes,

- d. Students will not be expected to take additional credits in year one. In exceptional circumstances, and with the agreement of the Programme Director, it may be possible for a student to take a maximum of 15 additional level 4 credits on a paid-for standalone basis on condition that in doing so their main discipline is not compromised Any 15 additional level 4 credits taken on a paid-for standalone basis will not contribute to the degree classification and will not contribute to progression requirements.
- e. Students should not take level 4 credits in year two and above, unless taken on a paid for standalone basis. Such credits will not contribute to the degree classification. In exceptional circumstances, where the Programme Director deems the level 4 additional credit is pertinent to the main discipline of study, the level 4 credits may be taken in year two and there will be no cost attached.

Substitute Modules (all programmes excluding pre-undergraduate)

- 5.18. Where a student fails a non-core module at the first attempt with a mark that is not in the condonable range, an Assessment Sub-Board may permit a student to register for a substitute module, providing it is allowed in the programme specification. The following conditions apply:
- a. the Assessment Sub-Board must be satisfied that on academic grounds students are unlikely to achieve a mark in the condonable range at the next attempt in the original module;

- b. the substitute module must be of the same credit value and level as the original module;
 - c. if more than one substitute module is offered, these must cumulatively hold the same credit value of the module to be replaced;
 - d. the original module being substituted may not be compulsory or core to the programme of study;
 - e. substitute modules are included as part of the condonement allowance.
- 5.19. Under these circumstances, neither the credit nor the marks gained by students in the original module will be used by the Assessment Sub-Board in determining any final award classification.
- 5.20. Marks gained by students in substitute modules will be capped at the pass mark.
- 5.21. Students will only be allowed one assessment attempt at a substitute module.

Credit Tables for Undergraduate and Integrated Masters

- 5.22. The minimum progression requirements for a full-time undergraduate degree programme are:
- a. year one to year two: 90 credits passed at the pass mark, excluding modules that have been compensated;
 - b. year two to year three: 210 credits, which must include 90 credits passed with a pass mark in year two;
 - c. year three to year four: 330 credits, which must include 90 credits passed with a pass mark in year three.
- 5.23. Students who defer modules worth up to 30 credits will be able to progress on the condition they achieve a pass mark in the remaining 90-105 credits.
- 5.24. Any module that has not received a pass or compensated pass in year one should normally be attempted and passed or compensated before the end of Assessment Period 1 of year two. All outstanding deferred modules from year one must be completed by the end of year two for the student to progress to further years of study.
- 5.25. For years two and above, students will be offered replacement assessment at the earliest opportunity and, where possible, students are encouraged not to carry deferrals beyond the end of Assessment Period 1 of the following academic year. All outstanding deferred assessments must be completed by the end of the following academic year for the student to progress to further years of study.
- 5.26. Students will not be able to progress beyond year two, or enrol on further modules, if they have marks within the condonable range in modules worth 30 credits at level 5 or above and fail a further module.

5.27. THREE-YEAR HONOURS							
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Minimum discipline specific credit over programme	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and condonement for non-core modules Unless specified, credit for modules that have been condoned will not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark
Bachelor of Arts (BA) Bachelor of Engineering (BEng) Bachelor of Laws (LLB) Bachelor of Music (BMus) Bachelor of Science (BSc), excluding the Faculty of Nursing, Midwifery and Palliative Care Bachelor of Science (Engineering) (BSc (Eng))	6	360	255	4-6	120	90	Compensation: Non-core modules worth up to 30 credits at level 4 may be compensated in year one Condonement: Non-core modules worth up to 30 credits at level 5 and above may be condoned in years two and above (level 7 credits may be included but a level 7 condoned fail mark will be required)
Bachelor of Science pre-registration programmes in FNMPC (BSc)	6	360	360	4-6	120	120	Compensation: Non-core modules worth up to 15 credits at level 4 may be compensated in year one Condonement: No condonement permitted
<p>a. Students must normally take a minimum of 120 credits per year, including 120 credits at level 4 in year one.</p> <p>b. For all study undertaken at King's, students must take a minimum of 75 discipline specific credits per year and a minimum of 255 discipline specific credits over three years. This excludes Bachelor of Science pre-registration programmes in FNMPC where all module options are discipline specific.</p> <p>c. In year two, students must take a minimum of 90 credits at level 5 or above. A further 30 credits at level 5 or 6 must be taken, as a minimum, as specified in the programme specification.</p> <p>d. In year three, students must take a minimum of 90 level 6 credits. A further 30 credits at level 5 or 6 must be taken as a minimum, as specified in the programme specification.</p> <p>e. For students on an LLB programme, all credits taken in years two and above will be level 6.</p>							

5.28. INTEGRATED MASTERS							
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Minimum discipline specific credit over 4 years	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and condonement for non-core modules Unless specified, credit for modules that have been condoned will not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark
Master of Engineering (MEng) Master of Pharmacy (MPharm) Master in Science (MSci)	7	480	320	4-7	120	120	<p>Compensation: Up to 30 credits for level 4 modules may be compensated in year one</p> <p>Condonement: The overall condonable credit will not exceed 45. This includes no more than 30 credits level 5 and 6 combined, and no more than 30 credits at level 7</p> <p>Exceptionally, MSci and MEng programmes may have modules worth up to 30 credits with marks within the condonable range count towards the minimum 120 credits at level 7</p>
<p>a. The minimum number of credits that must be obtained over the programme is 480;</p> <p>b. Students must take a minimum of 120 credits per year, including a minimum of 75 discipline specific credits;</p> <p>c. Students must take a minimum of 120 credits at level 4 in year one;</p> <p>d. Students must take a minimum of 90 credits at level 5 in year two. A further 30 credits at level 5 or above must be taken, as specified in the programme specification;</p> <p>e. Students must take a minimum of 90 credits at level 6 in year three. A further 30 credits at level 5 or above must be taken as specified in the programme specification;</p> <p>f. Students must take a minimum of 120 credits at level 7 in year four.</p>							

5.29. ONE YEAR HONOURS						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and Condonement for non-core modules Unless specified, credit for modules that have been condoned will not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark
Bachelor of Science Intercalated (iBSc)	6	120	5-6	30	90	30 credits at levels 5-6 with a condoned fail mark (level 7 credits may be included but a level 7 condoned fail mark will be required)
<p>a. Students must take a minimum of 90 discipline specific level 6 credits. A further 30 credits at level 5 or 6 must be taken, as a minimum, as specified in the programme specification;</p> <p>b. Programme specifications will outline if level 7 modules are permitted or required.</p>						

5.30. PROGRAMMES WITH ADVANCED STANDING ENTRY REQUIREMENTS						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and Condonement
Specialist Community Public Health Nursing (BSc), Bachelor of Science post-registration programmes in the Faculty of Nursing, Midwifery and Palliative Care (BSc – except Specialist Community Public Health Nursing)	6	120	6	N/A	120	No compensation No condonement

5.31. BACHELOR OF DENTAL SURGERY (BDS)					
	FHEQ Level	Minimum credit required for award	Range of credit levels	Maximum credit at lowest level	Compensation and Condonement
Three-year programme	7	540	6	540	No compensation No condonement
Four-year programme	7	660	5-6	120	
Five-year programme	7	780	4-6	120	
a. All credit to be passed with a mark of 50.					

5.32. BACHELOR OF MEDICINE AND BACHELOR OF SURGERY (MB BS)						
	FHEQ Level	Minimum credit required for award	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and Condonement
Four-year programme	7	675	4-6	135	510	No compensation No condonement
Five-year programme	7	780	4-6	120	510	
a. All core credit to be passed with a mark of 50, unless it is a Student Selected Component, Scholarly Project or Quality Improvement and Evidence Based Practice Project, all of which must be passed with a mark of 40.						

5.33. PRE-UNDERGRADUATE PROGRAMMES				
	RQF Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Condonement for non-core modules
Foundation Certificate	3	120	3	Non-core modules worth up to 30 credits
a. Students must take 120 credits per year; b. Students must achieve a pass mark in all core modules; c. Students must achieve a pass mark of 40 in two of the three non-core modules.				

5.34. FOUNDATION DEGREES						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and Condonement for non-core modules Unless specified, credit for modules that have been condoned will not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark.
Foundation Degree (FdA, FdSc)	5	240	4-5	120	120	15 compensated credits at level 4 or 15 credits at level 5 with marks within the condonable range
Foundation Degree top-up year	6	120	4-6	15	90	30 credits at levels 4-6 with marks within the condonable range if the marks fall within levels 5 and 6

5.35. GRADUATE AWARDS						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Compensation and Condonement for non-core modules Unless specified, credit for modules that have been condoned will not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark.
Graduate Certificate (GradCert)	6	60	4-6	15	30	No condonement
Graduate Diploma (GradDip)	6	120	4-6	30	90	30 credits at level 5-6 may be condoned (level 7 credits may be included but a level 7 condoned fail mark will be required)
Professional Graduate Certificate in Education (PGCE Professional)	6	120	6	N/A	120	No condonement

Credit tables for Postgraduate Taught Awards

5.36. Any progression requirements for postgraduate taught programmes will be listed in the programme specification.

5.37. MASTERS AND EXECUTIVE MASTERS

	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Condonement for non-core modules Unless specified, modules that have been condoned may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark
Master of Arts (MA) Master of Business Administration (MBA) Master of Laws (LLM) Master of Music (MMus) Master of Public Health (MPH) Master of Research (MRes) Master of Science (MSc) Master of Teaching and Learning (MTL)	7	180 – 360	6-7	30	150 (to include dissertation)	The condonement allowance is 30 credits at level 7 with a mark in the condonable range. The dissertation cannot be condoned. Any level 6 modules (even those passed at a mark greater than 50) will be included in this condonement allowance
Master of Clinical Dentistry (MCLinDent)	7	360	6-7	30	330	
Master of Nursing (MNurs)	7	180	6-7	30	330	All credit to be passed with the minimum pass mark
Executive Master of Business Administration (EMBA) Executive Master of Public Administration (EMPA)	7	180	7	N/A	180	The condonement allowance is 30 credits at level 7 with a mark in the condonable range
:						
a. Students must achieve an overall average of at least 50 with no module mark below 40.						
b. Students must achieve a mark of at least 50 in 150 credits (300 credits for MCLinDent) including the dissertation, and a mark of at least 40 in the remainder.						
Regulations on marking (4.34-4.68) and condonement (5.8-5.16) apply and should be read in conjunction with these regulations.						

5.38. POSTGRADUATE CERTIFICATES AND DIPLOMAS						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Condonement for non-core modules Unless specified, modules that have been condoned may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark
Postgraduate Diploma (PGDip)	7	120	6-7	30	90	30 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
Postgraduate Certificate (PGCert)	7	60	6-7	15	45	15 credits at level 7 with a condoned Masters fail mark permitted, dissertation excluded. Any level 6 modules (even those passed at a mark greater than 50) will be included in this maximum
Postgraduate Certificate in Education (PGCE)	7	120	6-7	60	60	No condoned fails
<p>a. Students must achieve an overall average of at least 50 with no module mark below 40;</p> <p>b. Students must achieve a mark of at least 50 in 90 credits (PGDip) or 45 credits (PGCert), and a mark of at least 40 in the remainder.</p>						

5.39. DOCTOR OF CLINICAL DENTISTRY						
	FHEQ Level	Minimum credit required for award including credit allowance that can be condoned	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Condonement for non-core modules Unless specified, modules that have been condoned may not count towards the minimum credits required at the highest level. Substitute modules are included as part of the condonement allowance, even if they are passed at the normal pass mark.
Doctor of Clinical Dentistry (DClinDent)	8	540	7-8	30	510	Maximum of 30 credits at level 7 No condoned fails

AWARD

This section explains how a degree, diploma or certificate (pre-undergraduate, undergraduate or postgraduate) is awarded following successful completion of a recognised programme of study; how a programme classification score is calculated using the level and weighting of modules; and the rules and methods used to determine the final classification of pre-undergraduate, undergraduate and taught postgraduate awards. This section also outlines the exit awards that are available to students who fail to meet the requirements for award on the programme for which they registered but who have completed a meaningful period of study and have satisfied the examiners that they have met learning outcomes. Exit awards must adhere to the College's agreed standard level of learning outcomes as detailed in the [Quality Assurance Handbook](#). The grounds for revocation of an award are included in this section.

Conferment

- 5.40. Academic Board has the authority to award and revoke any degree, diploma, certificate or other award granted by the university in accordance with the Charter and Statutes of King's College London. Assessment Sub-Boards, the Research Degrees Examination Board and the Academic Standards Sub-Committee are the sole bodies with delegated authority to recommend the conferment of the awards for which they are responsible.
- 5.41. For awards made by the College, the date of award is the first of the month following ratification at an Assessment Sub-Board. The date of award may be different for joint, double or dual awards.
- 5.42. Except under the provisions of an academic appeal, no decision of a properly convened and constituted Assessment Sub-Board acting within its terms of reference and within the regulations governing the degree may be modified.
- 5.43. There are no exceptions to the award rules. Boundaries cannot be lowered, and exceptions cannot be made.

Classification of Awards

- 5.44. For the following programmes,
- Three-year and four-year honours programmes (including those with a semester or year abroad)
 - Integrated Masters
 - One-year honours programmes

awards are classified as follows:

70-100 inclusive	First-Class Honours
60-69 inclusive	Upper Second-Class Honours
50-59 inclusive	Lower Second-Class Honours
40-49 inclusive	Third-Class Honours
0-39 inclusive	Academic Fail

- 5.45. The BDS and MB BS are awarded without classification.
- a. Students who satisfy the examiners with distinction in specific parts of the BDS programme may be awarded a BDS with honours.

- b. Within MB BS, a Merit is available at each stage and Distinctions are available for the programme as described in the MB BS marking scheme.

5.46. For the following programmes,

- Masters degrees (excluding integrated masters),
- Postgraduate Diplomas and Postgraduate Certificates (except PGCE, which is unclassified)

awards are classified as follows:

70-100 inclusive	Pass with Distinction
60-69 inclusive	Pass with Merit
50-59 inclusive	Pass
0-49 inclusive	Academic Fail

5.47. For the following programmes,

- Undergraduate Certificates, Undergraduate Diplomas, Graduate Certificates, Graduate Diplomas and Foundation degrees

awards are classified as follows:

70-100 inclusive	Pass with Distinction
60-69 inclusive	Pass with Merit
40-59 inclusive	Pass
0-39 inclusive	Academic Fail

General Award Rules

- 5.48. Module marks shall be rounded up (≥ 0.5) or rounded down (<0.5) to the nearest integer. The final overall degree classification score shall be rounded up (≥ 0.5) or rounded down (<0.5) to the nearest integer before the final classification of the award is made.

Pre-undergraduate

5.49. To qualify for a pre-undergraduate award, students must achieve:

- an overall classification score of 40 or greater for the entire programme; and
- a pass mark in all core modules; and
- a pass mark of 40 in two of the three non-core modules.

Undergraduate Degrees, including Integrated Masters but excluding MB BS and BDS

5.50. To qualify for a pre-undergraduate or undergraduate degree award, students must achieve an overall classification score of 40 or greater for the entire programme.

5.51. Module levels will normally be aligned to the year of study. Exceptions may apply to optional modules and details will be included in the programme specification.

5.52. Modules will be weighted in the degree algorithm according to the year a student registers on the module, rather than to the module level. For example, if level 6 modules are taken in year two, they will be weighted 2 and if taken in year three they will be weighted 3 in the final classification.

- 5.53. The module weighting of substitute modules will be the year of the initial registration on the module that has been replaced, rather than the year the substitute module was taken, if different.
- 5.54. The marks from modules taken in the first year will not be used to calculate the final degree classification score. Unless credit only has been awarded, the marks achieved from modules taken in year two and above will be included in the calculation. This will include marks for any modules taken over and above the minimum required for award, up to the maximum permitted, except those taken on a standalone basis. Where credit has been awarded for a module with a mark in the condonable range, the final module mark will be the highest overall mark achieved.
- 5.55. For students who achieve a Third-Class Honours or above and who fall within 2 per cent of a higher classification band (68/58/48), an upgrade will be applied automatically on condition that students have achieved a higher classification in at least 60 credits at level 6 or above in their final year.
- 5.56. For students on integrated masters programmes who achieve a Third-Class Honours or above and who fall within 2 per cent of a higher classification band (68/58/48), an upgrade will be applied automatically on condition that students have achieved a higher classification in at least 60 credits at level 7 in their final year.

Masters degrees (excluding Integrated Masters)

- 5.57. To qualify for award, students require:
- an overall average of at least 50 with no module mark below 40; and
 - a mark of at least 50 in 150 credits (300 credits for MClinDent) including the dissertation, and a mark of at least 40 in the remainder.
- Regulations on marking (4.34-4.68) and condonement (5.8-5.16) apply and should be read in conjunction with these regulations.

Credit Transfer and Mark Translation

- 5.58. A faculty may grant credit where it is permitted or required for students to spend part of their programme of study taking modules taught and assessed by another higher education institution, or an organisation relevant and suitable to the field of study, under the following conditions:
- a. that the institution and programme of study have been approved for the purpose under the procedures established by the relevant committee of the Academic Board;
 - b. that the study carried out is necessary for the fulfilment of the objectives of the programme of study to which it will contribute;
 - c. that satisfactory arrangements for the assessment of the student's performance while attending the institution have been reviewed by the appropriate Assessment Board on an annual basis;
 - d. that all mark translation and grade point matrix schemes are approved by the Academic Standards Sub-Committee every three years.
- 5.59. The aggregate period of study spent elsewhere shall be determined by the faculty in which the students are registered and detailed in the programme specification, provided

that, for students following a full-time programme of study for an undergraduate degree, the minimum duration of the period of study on modules taught and assessed by the university shall be at least two years. This excludes intercollegiate study completed at University of London Colleges.

- 5.60. The relevant Assessment Sub-Board shall ratify the results in respect of the period of study spent elsewhere providing that:
- a. the conditions given above are satisfied;
 - b. the credit granted and results recommended are in accordance with the relevant programme regulations and Assessment Board marking schemes; and
 - c. for an undergraduate degree, the maximum credit granted will not exceed 120 credits in value.

Intercollegiate modules taken at other University of London Colleges

- 5.61. Students taking intercollegiate modules at other University of London Colleges can transfer marks and credits. The marks for level 5-7 modules will be assigned a credit value and level by the relevant Faculty Education Committee and will contribute to the degree classification score. Where an intercollegiate module has been assessed using a grade point matrix scheme, a mapping document will be required and is subject to approval by the Academic Standards Sub-Committee.

Study Abroad modules or modules that are taken at institutions that are not University of London Colleges

- 5.62. Students taking level 4-5 modules can transfer credits only.
Exception: BA European Studies (approved by College Academic Standards Committee May 2014)
- 5.63. Students taking level 6-7 modules can transfer marks and credits on condition that a mark translation scheme has been approved by the Academic Standards Sub-Committee. The marks will contribute to the degree algorithm.

Modules taken at another Institution as part of a collaborative programme leading to a Joint, Double or Dual Award

- 5.64. Students taking modules as part of a programme that leads to a Joint, Double or Dual Award can transfer marks and credits that contribute to the degree classification score, on condition that a mark translation scheme has been approved by the Academic Standards Sub-Committee at the outset and included in the Memorandum of Agreement.

Transfer of registration to King's College London

- 5.65. Students who have transferred onto a programme from another institution transfer credits only and the student's classification is based entirely upon performance in modules assessed by the College. For an award to be made, a minimum of one third of the programme must be taken at King's.

Award Algorithm

- 5.66. For bachelor and integrated masters degrees, the following algorithm is used to calculate the final classification score for the award:

$$\text{Classification Score} = \frac{\text{the sum of the weighted marks [mark } \times \text{ relevant credit volume } \times \text{ weight]}}{\text{the sum of credit volume } \times \text{ weighting}}$$

Programme	Weighting	The award classification score is calculated as follows:
<p>Three-year honours degrees, including programmes with a semester abroad</p> <ul style="list-style-type: none"> • Bachelor of Arts (BA) • Bachelor of Science (BSc) • Bachelor of Engineering (BEng) • Bachelor of Laws (LLB) • Bachelor of Music (BMus) • Bachelor of Science (Engineering) (BSc (Eng)) 	0:2:3	<p>• The marks for all credits taken in year one will be given a weighting of 0.</p> <p>• The marks for all credits taken in year two will be given a weighting of 2.</p> <p>• The marks for all credits taken in year three will be given a weighting of 3.</p> <p>• Where students take a semester abroad as part of their degree, any marks obtained will be given a weighting of 0. Only the marks gained from modules taken at King's will be included.</p> <p>Distinctions in oral languages are offered on some programmes where the criteria have been met. Details will be included in the programme specification.</p>
<p>Four-year honours with a semester/full year abroad or year industry</p> <ul style="list-style-type: none"> • Bachelor of Arts (BA) • Bachelor of Science (BSc) <p>Details of the scheme that applies to four-year LLB degrees can be found in the programme specification.</p>	0:2:0:3	<ul style="list-style-type: none"> • The marks for all credits taken in year one will be given a weighting of 0. • Students may take their year abroad or year in industry in year two or year three. Any marks obtained from the year abroad or year industry will be given a weighting of 0. Only the marks gained from modules taken at King's will be included. • The marks for all credits taken at King's in either year two or three will be given a weighting of 2. • The marks for all credits taken in year four will be given a weighting of 3.
<p>Integrated Masters</p> <ul style="list-style-type: none"> • Master of Engineering (MEng) • Master of Pharmacy (MPharm) • Master in Science (MSci) 	0:2:3:4	<ul style="list-style-type: none"> • The marks for all credits taken in year one will be given a weighting of 0. • The marks for all credits taken in year two will be given a weighting of 2. • The marks for all credits taken in year three will be given a weighting of 3. • The marks for all credits taken in year four will be given a weighting of 4. <p>For Integrated Masters degrees, individual programme specifications will detail any alternative level 7 weightings agreed by the Academic Standards Sub-Committee.</p>

<p>Four-year Integrated Masters with a semester abroad (MSci)</p> <ul style="list-style-type: none"> 4-year Master in Science (MSci) 	<p>0:2:3:4</p>	<ul style="list-style-type: none"> The marks for all credits taken in year one will be given a weighting of 0. The marks for all credits taken in year two will be given a weighting of 2. The marks for all credits taken in year three will be given a weighting of 3. The marks for all credits taken in year four will be given a weighting of 4. Where students take a semester abroad as part of their degree, any marks obtained will be given a weighting of 0. Only the marks gained from modules taken at King's will be included.
<p>Five-year Integrated Masters with a year abroad or year in industry</p> <ul style="list-style-type: none"> Five-year Master in Science (MSci) 	<p>0:2:0:3:4 or 0:2:3:0:4</p>	<ul style="list-style-type: none"> The marks for all credits taken in year one will be given a weighting of 0. The marks for all credits taken in year two will be given a weighting of 2. Students may take their year abroad or year in industry in year three or year four. Any marks obtained from the year abroad or year industry will be given a weighting of 0. Only the marks gained from modules taken at King's will be included. The marks for all credits taken at King's in either year three or four will be given a weighting of 3. The marks for all credits taken in year five will be given a weighting of 4.

5.67. For the following awards, an overall score between 0 – 100 is calculated as follows: the weighted average of all individual module marks where each module is weighted by its credit volume.

Bachelor of Medicine and Bachelor of Surgery (MB BS) and Bachelor of Dental Surgery (BDS).

Students who satisfy the examiners with distinction in specific parts of the BDS programme may be awarded a BDS with honours. Within MB BS a Merit is available at each stage and Distinctions are available for the programme as described in the MB BS marking scheme.

One-year Honours (intercalated or direct entrants to year three of a programme)

- Bachelor of Science Intercalated (iBSc)

Foundation Certificate

Undergraduate Certificates, Undergraduate Diplomas, Graduate Certificates (including Professional Graduate Certificate in Education), Graduate Diplomas and Foundation Degrees

Masters Degrees (excluding Integrated Masters)

- Master of Arts (MA)
- Master of Business Administration (MBA)
- Master of Clinical Dentistry (MClintDent)
- Master of Laws (LLM)
- Master of Music (MMus)
- Master of Nursing (MNurs)
- Master of Public Health (MPH)
- Master of Research (MRes)
- Master of Science (MSc)
- Master of Teaching and Learning (MTL)
- Executive Master of Business Administration (EMBA)
- Executive Master of Public Administration (EMPA)

Postgraduate Diplomas and Postgraduate Certificates (including PGCE)

Aegrotat Awards

- 5.68. Where a final year undergraduate student has completed the full period of study and is absent from final year assessments through illness or death, the student may be eligible for consideration under the aegrotat regulations.
- 5.69. An aegrotat award is not required if students have satisfied the requirements for an award as outlined in the programme specification. The Assessment Sub-Board will approve the award of the degree with an honours classification. However, the relevant Assessment Sub-Board will not approve a recommendation for the award of a class of degree higher than the overall level which the student has achieved in the work presented.
- 5.70. Aegrotat regulations do not apply to the following degrees which have a mandatory professional practice component:
- a. MBBS;
 - b. BDS;
 - c. MPharm;
 - d. BSc Physiotherapy;
 - e. BSc Nutrition and Dietetics;
 - f. BSc Dental Therapy and Hygiene; and
 - g. all Nursing, Midwifery and Specialist Community and Public Health programmes with/leading to registration.

Qualifying for an aegrotat award

- 5.71. If a student fails to satisfy the requirements for the award as outlined in the programme specification, an application for the award of an aegrotat degree must be submitted by the student or the student's representative to the relevant Assessment Sub-Board. This must be accompanied by a medical certificate or other statement of the grounds on which it is made, as soon as possible and in any case within six weeks from the last date of the module assessment to which the application refers.
- 5.72. Where an application has been submitted and the Assessment Sub-Board is unable to recommend the award of a degree with Honours, the Board shall consider whether there is sufficient evidence to suggest that had the student completed the final assessment in the normal way, the student would have reached a standard (and completed the necessary modules) to have qualified for the award. If the Assessment Sub-Board decides that the student meets the criteria, it will ratify the award. This is known as an aegrotat degree.
- 5.73. If an Assessment Sub-Board decides that the student does not meet the criteria for an Aegrotat Degree, it will consider the student for any relevant exit awards.
- 5.74. An Assessment Sub-Board will ratify an award of an Aegrotat degree where eligibility has been demonstrated. Where eligibility is not demonstrated, a relevant exit qualification will be awarded.
- 5.75. Students who have been awarded an Aegrotat degree will not be allowed to re-enter for the examination for a classified degree.
- 5.76. Aegrotat degrees will be awarded without classification.

Exit Awards

- 5.77. Where a student has failed one or more modules at level 5 or above and has exhausted all reassessment and condonement opportunities, or where a student has terminated

their studies early, an exit award will be available under the conditions specified below, unless an exemption to the exit award provision has been granted.

Exception to Regulation 5.74: For undergraduate programmes and the following PGT programmes: MSc Construction Law and Dispute Resolution, MA Comparative Health Law, the School of Law has an exemption from the requirement to award exit awards.

- 5.78. An Assessment Board may request an exemption to the requirement to award exit awards. All such requests must be approved by the Academic Standards Sub-Committee and must be applied consistently across the whole faculty. Programme specifications will provide full details of the exit awards available. The following exit awards are not classified:
- awards at level 4
 - awards at level 5
 - Ordinary Degrees
 - Dental Studies BSc
 - Medical Science BSc
- 5.79. Exit awards at level 6 and 7 will be awarded with classification where students have satisfied the requirements for such an award. Where the credit accumulated exceeds the requisite amount for the exit award being conferred only the credits with the best marks that make up the required amount will be selected to calculate the overall average.
- 5.80. Exit awards at levels 4 and 5, level 6 for an Ordinary Degree and level 7 for a Postgraduate Certificate or Postgraduate Diploma must adhere to the College's agreed standard level of learning outcomes as detailed in the Quality Assurance Handbook. Those exit awards that are outside of this remit must have programme defined learning outcomes.
- 5.81. The following credit table should be used for exit awards of King's College London:

Award	FHEQ Level	Minimum credit required for award	Range of credit levels	Maximum credit at lowest level	Minimum credits at highest level	Additional rules
Undergraduate Certificate UGCert	4	120	4 and above	120	NA	No compensated credit
Undergraduate Diploma UGDip	5	240	4 and above	120	90 at level 5 and above	Compensation: Modules worth 30 credits at level 4
Ordinary Degree BA, BSc, BEng. BSc (Eng), BMus	6	300	4 and above	120	60 at level 6 and above	Condonement: Modules worth 15 credits at level 5 or above
Dental Studies BSc	6	450	5-6	120	330	All credit to be passed with a mark of 50
Medical Science BSc	6	405	4-6	180	165	All core credit to be passed with a mark of 50. All non-core to be passed with a mark of 40

- 5.82. The title of an exit award must reflect the pattern of study completed successfully and must follow the naming conventions as set out in the [King's College London Quality Assurance Handbook](#).

Posthumous Awards

- 5.83. Based on the credits attained, the highest-level exit award or an Aegrotat may be awarded posthumously.

Certificates and Transcripts

- 5.84. Certificates state the name of the College, the qualification, the classification (where appropriate), the field of study (where appropriate), the name of the student, and the signatures of the Principal & President and the Chair of Council.
- 5.85. All modules, credits and marks (where appropriate) will appear on the student's record and transcript, including those taken on a standalone basis.

Revocation

- 5.86. Award type, award title or classification can be revoked and reissued, or an award can be revoked in its entirety under the following conditions:
- a. when there is satisfactory proof that there was an administrative error in the award made;
 - b. when, subsequent to award, an Assessment Sub-Board takes into account information which was unavailable at the time its original decision was made;
 - c. following a recommendation or ruling by the Misconduct Committee;
 - d. following a recommendation or ruling by an Inquiry Panel established to investigate allegations of research misconduct;
 - e. where students have completed a programme at the university and wish to join the next level of the programme within two years (see Recognition of Previous Experience in Chapter 1).

Policies and Procedures

[Quality Assurance Handbook](#)

Useful Links

[Programme Specifications](#)

[Faculties and Departments](#)

[Student Services Online](#)

[Assessment Boards \(Appendix A\)](#)

[Assessment Sub-Boards \(Appendix A\)](#)

[External Examiners \(Appendix A\)](#)

[Glossary](#)

CHAPTER 6: FRAMEWORK FOR POSTGRADUATE RESEARCH AWARDS

The Regulations for Research Degrees apply to all students registered on research degree programmes at the university. For research degree programmes with taught elements, the Regulations for Taught Programmes will also apply. This section contains regulations on the following:

- 6.1 Research Degree Awards (programmes offered and criteria)
- 6.2 Registration
- 6.3 Minimum and maximum periods of registration
- 6.4 Collaborative Programmes and Off-Campus Study
- 6.5 Arrangements for off-campus study
- 6.6 Working and teaching during a research degree
- 6.7 Supervision
- 6.8 Progression
- 6.9 Extending and exceeding
- 6.10 Interruption of study
- 6.11 Examination entry requirements
- 6.12 Examinations
- 6.13 Examination Outcomes

These regulations are reviewed annually by the Centre for Doctoral Studies.

6.1 Research Degree Awards (programmes offered and criteria)

6.1.1 A research degree programme incorporates a substantial research component which is carried out during the period of registration, and which results in the submission of a thesis for examination. The university offers the following research degree programmes:

Level 7 – Research Degrees

- Master of Philosophy (MPhil)
- Master in Philosophical Studies (MPhilStud)

Level 8 – Research Degrees

- Doctor of Philosophy (PhD)
- Doctor in Health Care (DHC)
- Doctor in Theology and Ministry (DThM)
- Doctor in Professional Studies (DrPS)
- Doctor of Medicine (Research) (MD(Res))
- Doctor in Clinical Psychology (DClinPsy)
- Doctor of Medicine (MD)
- Doctor in Education (EdD) (not currently offered)
- Doctor of Ministry (DMin) (not currently offered)

Criteria for the award of MPhil

6.1.2 The MPhil degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The thesis shall:

- a. consist of the student's own account of their investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
- b. be either a record of original work or of an ordered and critical explanation of existing knowledge and shall provide evidence that the field has been surveyed thoroughly;
- c. be an integrated whole and present a coherent argument;
- d. give a critical assessment of the relevant literature, describe the method of research and its findings and include a discussion on those findings;

- e. include a full bibliography and references;
- f. be written in English and be of satisfactory literary presentation; and
- g. not exceed 60,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts), unless the thesis has previously been submitted and examined for a PhD and judged to be of MPhil standard regardless of when the student first registered; and
- h. where ethical approval is required, indicate that such approval has been granted by the appropriate body.

Additional requirements for programmes with a practice-based component

- 6.1.3 For research with a practice-based, a student may submit, as part of a thesis, a practice component which meets the requirements of the examiners, and which has been produced specifically for the degree. This may take the format, for example, of a portfolio of compositions, performance materials, artworks, digital materials, literary texts or translations, which will exemplify and illustrate the ideas contained in the written part of the thesis. The practical component must demonstrate a publishable or exhibitable standard of originality and accomplishment as determined by the examiners, who will include those qualified in academic research as well as in the evaluation of the relevant field of creative practice. It must be presented in a form easily available to the examiners, whether as audio-visual recordings, printed texts, digital media or another suitable format. A photographic exhibition or projection of film may also be acceptable. In this case the practical component shall be accompanied by a written textual component, as determined by the specific subject programme.
- 6.1.4 The written component will include as appropriate an exposition of the research question(s), aims and concerns that generated the practical work, a methodological discussion framing and justifying its approach, format and presentation, and a critical discussion to demonstrate that the student is well acquainted with the disciplinary field in which he or she is working, and is able independently to analyse, interpret and evaluate debates and theoretical positions associated with it. However presented, the practical component must be accompanied by an adequate and approved form of retainable documentation, and the entire thesis, comprising textual and practice components, shall not exceed 100,000 words. In all cases, the submitted material must together fulfil the criteria for the PhD or MPhil set out above.

Criteria for the award of MPhil Stud

- 6.1.5 The assessment for the MPhil Stud degree is in two parts: the assessment of the taught components and the assessment of the thesis. Students are required to pass both parts but may undertake the research and taught components concurrently. The thesis shall:
- a. consist of the student's own account of their investigations, the greater proportion of which shall have been undertaken by the student during the period of registration;
 - b. be either a record of original work or an ordered and critical explanation of existing knowledge and shall provide evidence that the field has been surveyed thoroughly;
 - c. be an integrated whole and present a coherent argument;
 - d. give a critical assessment of the relevant literature, present the findings of research and include a discussion on those findings;
 - e. be written in English and with a satisfactory literary presentation;
 - f. not exceed 30,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts); and
 - g. where ethical approval is required, indicate that such approval has been granted by the appropriate body.

Criteria for the award of PhD

- 6.1.6 The PhD degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The thesis shall:
- a. consist of the student's own account of their investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
 - b. form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
 - c. be an integrated whole and present a coherent argument;
 - d. give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the student to advance the study of the subject;
 - e. and, in so doing, demonstrate a deep and synoptic understanding of the field of study, (the student being able to place the thesis in a wider context), objectivity and the capacity for judgment in complex situations and autonomous work in that field;
 - f. be written in English and be of satisfactory literary presentation;
 - g. not exceed 100,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
 - h. include a full bibliography and references;

- i. demonstrate research skills relevant to the thesis being presented;
- j. be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
- k. where ethical approval is required, indicate that such approval has been granted by the appropriate body.

Criteria for the award of MD(Res)

6.1.7 The MD(Res) degree shall be assessed by a thesis submitted by the student against the relevant criteria listed below and by an oral examination. The thesis shall:

- a. deal with any branch of medicine, or surgery or medical science;
- b. consist of the student's own account of their investigations, the greater proportion of which shall have been undertaken by the student during the period of registration under supervision for the degree;
- c. form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
- d. be an integrated whole and present a coherent argument;
- e. give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the student to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study (the student being able to place the thesis in a wider context), objectivity and the capacity for judgment in complex situations and autonomous work in that field;
- f. be written in English and with a satisfactory literary presentation;
- g. not exceed 50,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
- h. include a full bibliography and references;
- i. demonstrate research skills relevant to the thesis being presented;
- j. be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
- k. where ethical approval is required, indicate that such approval has been granted by the appropriate body.

Criteria for the award of Professional Doctorates

6.1.8 The taught and practical elements shall be assessed by methods and at an intellectual level and at a time appropriate to the programme. Such assessment shall involve at least one examiner external to the university.

- 6.1.9 Unless stated otherwise in the programme specification, a student should meet the requirements of the examiners in all elements of the taught and practical assessment before being permitted to submit the thesis for examination.
- 6.1.10 The scope of the thesis shall be what might reasonably be expected after three or at most four years of full-time study, or after six or at most seven years of part-time study. It shall:
- a. be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;
 - b. consist of the student's own account of their investigations and must indicate in what respects they appear to the student to advance the study of the subject;
 - c. form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power;
 - d. be an integrated whole and present a coherent argument;
 - e. be at least 25,000 words in length and not exceed 55,000 words (inclusive of footnotes but exclusive of appendices and bibliography, the word limit not applying to editions of a text or texts);
 - f. be written in English and with a satisfactory literary presentation;
 - g. include a full bibliography and references;
 - h. demonstrate research skills relevant to the thesis being presented;
 - i. be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals); and
 - j. where ethical approval is required, indicate that such approval has been granted by the appropriate body.

Funded students

- 6.1.11 Students in receipt of externally funded studentships may have to adhere to funder's requirements which override university regulations.
- 6.1.12 The student's acceptance of the offer of funding and the terms and conditions of the funding will be taken as proof that the student accepts these requirements. The main funders' additional requirements will be clarified in the offer letter or supporting documentation.
- 6.1.13 Any student who received funding as part of their degree but who is in an unfunded period, such as pending submission, will still be considered a funded student and funder's regulations will continue to apply until completion of the degree.

6.2 Registration

6.2.1

6.2.2 Except as provided for under the regulations on Collaborative research degrees and Off-campus study for research degrees, students will centre their academic activities on the university and attend at such times as the university or faculty might require.

6.2.3 In addition to the general entrance requirements specified in Chapter 1: Admissions, the following research programme-specific registration requirements apply.

6.2.4 The minimum entrance qualification is an Upper Second-Class Honours degree in a relevant subject, or an equivalent overseas qualification obtained after at least three years study. Any additional requirements will be detailed in the online prospectus.

6.2.5 Students who do not meet the minimum entrance requirements may be admitted if they hold an alternative qualification of an equivalent or higher level in a relevant subject or can prove relevant professional experience which satisfies the Associate Dean for Doctoral Studies in the faculty of registration that the applicant can follow and complete the programme.

6.2.6 To be eligible for registration for the MD(Res) degree, an applicant must have obtained the MBBS degree or another registrable primary qualification in Medicine from a higher education institution and be eligible for full registration or hold limited registration with the General Medical Council.

6.2.7 It is the responsibility of the faculties to have transparent selection procedures in place to accept students onto postgraduate research programmes. Following an initial screening, selection will be by interview either face to face or by another communication method as deemed appropriate by the faculty. Offers for a place can then only be made by the appropriate authority within the faculty and via an offer letter from the Postgraduate Admissions office.

Advanced Standing

6.2.8 With the approval of the relevant faculty, a student who is exceptionally well qualified may be permitted to register for the PhD without first registering for the MPhil. In such cases, the programme of study followed may not be less than two years of full-time or four years of part-time study.

Transfer

- 6.2.9 Where a student has started an Mphil or PhD degree (or equivalent) at another university or from another department within the university, a faculty may have procedures in place to register the student for the Mphil or PhD degree with exemption from part of the programme of study already completed.
- 6.2.10 Registration for the degree to which transfer has been made should normally date from initial registration for the original degree, although this may be varied in exceptional circumstances on the approval of the faculty.
- 6.2.11 The period of time at the university following the transfer has to be at least one calendar year for full-time students or two years for part-time students. Students who have completed their research and have submitted their thesis for examination may not transfer.
- 6.2.12 A student may transfer from the MphilStud, the MD(Res) or a professional doctorate programme to the Mphil/PhD programme or vice versa with exemption from part of the programme of study already completed, subject to any requirements that may be set out by the faculty.
- 6.2.13 Students must adhere to the university's regulations on Research Ethics and Research Misconduct, as well as adhering to the compliance sections of the General Academic Regulations. (6.1.4)
- 6.2.14 Academic Regulations and programme specifications in force when a student registers will normally apply to that student until completion of the programme. Academic Policies are subject to regular review and updated versions apply irrespective of the year of a student's registration. (6.1.5)

Registration Status

- 6.2.15 For students registered for a research degree at university, there are five types of registration:
- a. full-time;
 - b. part-time;
 - c. part-time non-resident;
 - d. pending submission (with access to library and computer facilities and supervision);
 - e. submitted (with access to library and computer facilities, and supervision).
- 6.2.16 The university may advise a student to enrol on part-time study where it is considered that the student's personal circumstances may hinder their ability to meet the requirements of a full-time programme. Examples of when this might be appropriate include but are not limited to:
- students engaged in earning their own livelihood who provide evidence from their employer to that effect at registration;
 - students who are registered as unemployed;
 - students who are acting as a full-time carer for a spouse or family member;
 - students registered as internal postgraduate research students who are also employed as a member of staff of the university.

- 6.2.17 Full-time students are expected to spend 35 hours per week on their research degree on average throughout the year, apart from when on annual leave. Part-time students are expected to spend 17.5 hours per week on their research degree on average throughout the year apart from when on annual leave.
- 6.2.18 Students will be allowed to change mode of study from full-time to part-time or vice versa only once during their period of study unless this is a funder's requirement.
- 6.2.19 Students are not permitted to transfer mode of attendance in the final year leading up to their submission deadline.
- 6.2.20 Whether a student is full-time or part-time, they are entitled to annual leave of a minimum of 20 and up to a maximum of 40 working days per year, inclusive of public holidays and university closure dates. Students must agree their annual leave in advance with their supervisor. Excessive absences should be reported to the faculty via normal progress report procedures.
- 6.2.21 Some restrictions may apply to periods of leave for students holding international visas to study in the UK. These students may be under obligation to report annual leave periods to the Visa Compliance team for monitoring purposes, as defined by Home Office.
- 6.3 **Minimum and maximum periods of registration**
- 6.3.1 Students must adhere to the minimum and maximum periods of registration for the degree they undertake.

Duration of programme

6.3.2 Expected and required submission deadlines will be set out as part of the admissions offer letter and/or confirmed upon enrolment.

6.3.3 Students are expected to submit their thesis within the following timescales:

- a. for the PhD programme: within three years of full-time or six years of part-time registration;
- b. for the MD(Res) degree: within two years of full-time or four years of part-time registration;
- c. for the MPhilStud: within two years of full-time or four years of part-time registration;
- d. for professional doctorates: within three years of full-time or six years of part-time registration.

6.3.4 Excluding any period of interruption, students are required to submit their thesis within the following timescales:

Type of Degree	Mode of Study	Minimum submission period	Maximum submission period
PhD	Full-time	2 years (24 months)	4 years (48 months)
PhD	Part-time	4 years (48 months)	7 years (84 months)
MPhil	Full-time	2 years (24 months)	3 years (36 months)
MPhil	Part-time	4 years (48 months)	5 years (60 months)
MDRes	Full-time	2 years (24 months)	3 years (36 months)
MDRes	Part-time	4 years (48 months)	5 years (60 months)
MPhilStud	Full-time	2 years (24 months)	2 years (24 months)
MPhilStud	Part-time	4 years (48 months)	4 years (48 months)
Professional Doctorate	Full-time	2 years (24 months)	4 years (48 months)
Professional Doctorate	Part-time	4 years (48 months)	7 years (84 months)

6.3.5 For Professional Doctorates a period of study as defined in the programme specification must be spent on the taught elements of the programme.

6.3.6 Where a student fails to submit within the required timeframe as set out above and an exemption request has not been granted to extend or exceed their submission deadline, the student will be classed as having failed to meet the requirements of the programme. Students will have the opportunity to appeal against this outcome in accordance with section 6.15 on academic appeals for research degrees.

6.4 Collaborative research degrees and Off-campus study

6.4.1 Students on joint, split-site or non-resident MPhil/PhD programmes must comply with the normal King's College London Regulations, with the exceptions listed below.

Joint PhD programmes

- 6.4.2 For joint PhD programmes run in collaboration between King's College London and a partner institution, leading to a jointly awarded qualification, admission is run in collaboration between the institutions and approval must be received from both i before an offer can be made.
- 6.4.3 Students are required to:
- a. select a home institution at the application stage, where they will start and end their programme;
 - b. spend a specified minimum period of time at the partner institution during the course of their studies;
 - c. enrol at both institutions and re-enrol each year throughout their programme;
 - d. provide details of their travel plan at the application stage. Any changes to this must be discussed with supervisors and approved by both institutions;
 - e. follow the procedures for ethical approval set out by the Research Ethics Office of the Home institution. If a student intends to conduct research requiring ethical approval in the country of the partner institution, approval must also be gained from that institution according to its procedures;
 - f. refer requests for changes to registration status to both institutions, usually via supervisors in the first instance;
 - g. meet the examination and upgrade requirements of their home institution. Any King's-home students who do not upgrade to PhD may be awarded an MPhil, but this will be awarded solely by King's College London;
 - h. submit final copies of their thesis to both institutions. Students should check with the partner institution for confirmation of the number of copies required and method of submission.
- 6.4.4 Students must have supervisors based in both institutions who will work together to monitor progress, though the majority of the administration will be managed by the home institution.
- 6.4.5 The progress of students on joint PhD programmes will be monitored according to the procedures of the home institution. In some cases, students may also be required to completed progress reports whilst at the partner institution.
- 6.4.6 Examination is usually by a panel of at least three examiners. This will normally take place at the home institution and may involve the use of video conferencing.
- 6.4.7 Students on joint PhD programmes who wish to make a complaint will normally do so through the process of the institution where they are resident at the time, in so far as the complaint relates to their study at that particular university. Students who wish to make an appeal in respect of academic progress or concerning a decision of the examiners will do so by using the procedures of the designated home institution.

Split-site MPhil/PhD programmes

- 6.4.8 The minimum period of residence in the UK for students on a split-site MPhil/PhD programme will depend on the agreement between their Research Institution and their faculty at King's, but will normally involve periods at induction, upgrade, submission and oral examination.
- 6.4.9 Students on split-site programmes must have supervisors based in both institutions. The external supervisor will need to be approved by the faculty at King's where the student is based, using their normal procedures.
- 6.4.10 Supervisors should work together to monitor progress and comply with normal university processes and procedures for documenting this.

Public Research Institutions and Industrial Laboratories (MPhil/PhD programmes only)

- 6.4.11 A person engaged in research in a non-degree awarding, government or other public research institution or in an industrial research laboratory is eligible to apply for registration as a non-resident student of the university for the degrees of MPhil or PhD. The student must demonstrate to the faculty that they are following a prescribed programme of study appropriate to lead towards the award and, if accepted, will carry out the major part or the whole of their research for the degree at the research centre concerned, subject to the conditions below. The nature of the programme offered by the institute or laboratory will determine the appropriate mode of registration
- 6.4.12 The application for registration as a part-time or full-time non-resident student must have the support of the authorities of the institution or laboratory at which the research is conducted, who shall confirm that:
- a. the student will be able to attend the faculty for the prescribed programme of study;
 - b. no additional restriction will be placed upon presentation for examination of the thesis;
 - c. a successful thesis shall be made available in accordance with the academic regulations;
 - d. except where these regulations make specific provision, the student will be required to comply with all relevant academic regulations both generally and those relating to progression, the transfer of registration from MPhil to PhD degree, and transfer to writing-up status specifically. If the institution or laboratory at which the research is conducted has progression monitoring procedures that the faculty of registration considers are appropriate, these procedures may be used in place of the university procedures.
- 6.4.13 The prescribed programme of study should include elements requiring formal participation by the student, such as attendance at university lectures, tutorials, seminars, training sessions and appropriate consultation with the university supervisor.
- 6.4.14 The prescribed programme of study shall be carried out under the primary supervision of an external supervisor at the institution or laboratory at which the student is based. A second supervisor shall be appointed from an appropriate department at the university. The external supervisor must be eligible to act in accordance with the supervision regulations and must maintain close contact with the university supervisor in regard to the general strategy of the research and, in order that the student may acquire background knowledge and skills relevant to their research.
- 6.4.15 Students will normally have joint face-to-face meetings with both supervisors at least twice a year and monthly contact with the university supervisor. It is also expected that the external supervisor will ensure regular contact with the department at which the student is registered.
- 6.4.16 Where a student ceases to work at the centre for which their registration has been approved, their registration as a student for the MPhil/PhD degree shall cease at the same time. Where the new place of employment also meets the requirements for registration under these regulations the student may apply to the faculty at which they are registered for transfer of registration. The faculty shall inform the Student Administrative Services of any change in the place of research.

6.5 Arrangements for off-campus study

- 6.5.1 A student must centre their academic activities on the faculty of registration for a period of at least six months, of which defined periods of attendance must be;
- at the beginning of the period of registration, including at induction;
 - at the period of upgrade; and
 - immediately before the submission of the thesis and any other times specified by the faculty.
- Separate regulations and procedures govern students registered under collaborative research degree programmes.
- 6.5.2 The responsible authority within the faculty is the chair of the faculty PGR committee/Associate Dean for Doctoral Studies. They should establish that it is in the interests of the student's work that they should spend a period of study off-campus and that:
- the institution or place in which the student proposes to study is suitable in terms of the facilities and academic supervision available;
 - the institution is willing to provide the necessary facilities and supervision; and
 - the student will be adequately insured.
- 6.5.3 A student may be permitted to spend part of their programme in off-campus study under the following conditions. Additional requirements will be outlined by the respective faculty
- Prior permission to study off-campus is obtained by the student from the faculty;
 - A plan for monitoring the off-campus study is agreed with the student by the responsible authority before any period of off-campus study is undertaken;
 - The conditions set by the faculty ensure that the regulatory requirements of the university regarding attendance and programme of study are met;
 - Regular contact with the supervisors is maintained;
- 6.5.4 Students not based in the UK for the duration of their programme must ensure that:
- prior to registration, permission is obtained by the student from the responsible authority within the faculty;
 - a plan for monitoring the study progress is agreed with the student by the responsible authority by the first formal progress report sign-off.
- 6.5.5 The arrangements for monitoring the progress of the student will include the appointment of a local supervisor, who will supervise the student on a day-to-day basis, and maintain frequent contact with the student's first supervisor at King's. In addition to this it is expected that formal monitoring will continue to take place in line with normal procedures.
- 6.5.6 Any student wishing to spend less than the six months required at the faculty of registration must gain the permission of their faculty, in order that an exemption to the regulations can be sought from the college.
- 6.5.7 Timelines for submission are the same as for students whose studies are centred at the university and therefore off-campus study will not be permitted as a reason for late submission.

6.5.8 A student registered as off-campus will receive a research degree of King's College London and not of an external institution, unless they are registered under a formal collaborative research degree programme for a joint award.

6.5.9 Students must complete an off-campus study form in accordance with procedures in the faculty of registration and submit this to the relevant Registry office. Any changes to the plan must be communicated to the Registry office.

6.6 Working and teaching during a research degree

Working during a research degree

6.6.1 During the registration period, the priority of a student and supervisor(s) is the completion of the research degree. However, with the prior approval of the supervisor, a student may undertake work not directly related to their degree in their own time.

6.6.2 It is essential that the supervisor and student ensure that this work is not detrimental to the studies. If it becomes apparent that a student's progress is being affected by additional work then the supervisor should deal with this as a performance issue.

6.6.3 Where appropriate, full-time students may also undertake one clinical session (not related to their studies) per week, and/or contribute towards research-related projects not directly related to their studies. Where it is a condition of a fellowship, students may be permitted to do up to 0.2 full-time equivalent (FTE) clinical work to maintain their clinical skills. For craft specialists (e.g. surgeons), this can be increased to 0.4 FTE.

6.6.4 Students who are studying on a student visa must comply with the restrictions placed on their working hours and if in doubt consult with the Visa Compliance team.

Teaching During a Research Degree

- 6.6.5 Students may be given the opportunity, with the approval of the supervisor(s), to engage in education support by contributing to undergraduate teaching, such as;
- a. lecturing;
 - b. demonstrating practical classes;
 - c. project supervision;
 - d. taking tutorials; and/or
 - e. being involved in both formative and summative assessment activities for undergraduate degrees.
- 6.6.6 The student's teaching responsibilities must ;
- a. clearly defined in writing;
 - b. be compatible with their research responsibilities;
 - c. be supported by their supervisor(s); and/or
 - d. not exceed a maximum of six hours per week on average.
- 6.6.7 All students must be provided with appropriate training before commencing any teaching.
- 6.6.8 Students must be fairly paid for any teaching work.
- 6.6.9 Research students who engage in education support under the [Post-graduate research students involvement with teaching and learning](#) policy should be mentored by an academic member of staff and receive feedback on their activities from the students they have taught.
- 6.7 Supervision**
- 6.7.1 Faculties are responsible for arranging the supervision of a research degree student and will ensure that a supervisory team (a first supervisor and a second supervisor, or panel of supervisors, is appointed to supervise the research of each student and that the supervisors have appropriate research experience.
- 6.7.2 The roles and responsibilities of the faculty Postgraduate Research Students Committee, Head of Department/Division, faculty Associate Dean for Doctoral Studies, supervisors and students are detailed in guidance provided by the Centre for Doctoral Studies.
- 6.7.3 Each student will be allocated a provisional first supervisor at the time of offer of a place. The supervisory team will be confirmed within the first month of registration.
- 6.7.4 For professional doctorate programmes, the appointment of a supervisory team should take place within three months of the student successfully completing the taught elements of the programme.
- 6.7.5 Students and supervisors are required to read and sign a student-supervisor agreement within the first month of registration, the format of which may vary. Please refer to the admitting faculty for relevant details.
- 6.7.6 It is the responsibility of Heads of Departments, line managers, and Associate Deans of Doctoral Studies, or their delegates, to ensure that all supervisors are aware of the standards of conduct and performance expected of them in the [Roles and responsibilities for PGR supervisors](#). If the faculty Associate Dean believes these standards are not being met, the Associate Dean should raise their concerns with the Heads of Departments, who may escalate the matter further in line with university HR disciplinary procedures.

- 6.7.7 The faculty Associate Dean for Doctoral Studies, or their delegate, is responsible for ensuring that staff who supervise students on research degrees are trained and informed about the processes of supervision and progression.
- 6.7.8 It is the responsibility of the Head of Department with support from the faculty. Associate Dean for Doctoral Studies, or their delegate, to ensure appropriate cover is provided in case of planned or unplanned absence of the first supervisor of more than thirty calendar days, for example because of illness;
to make new supervisory arrangements within an appropriate timeframe where it is deemed necessary and it is feasible to do so.
- 6.7.9 The roles and responsibilities of the Faculty Postgraduate Research Students Committee, Head of Department/Division, Faculty Associate Dean for Doctoral Studies, supervisors and students are detailed in guidance provided by the Centre for Doctoral Studies.

Supervisory Team

- 6.7.10 The supervisory team for a research student must consist of a minimum of two
- a first and second supervisor; or
 - co-first supervisors; or
 - a panel of supervisors.
- 6.7.11 For co-supervision models, both supervisors are considered to be first supervisors.
- 6.7.12 To be eligible, supervisors must have obtained a PhD or equivalent degree relevant to the student/topic in question.
- not be studying for a research degree themselves;
 - have completed;
 - supervisory development;
 - attend a formal refresher supervisory development;
 - session once every five years;
 - Inform the student and the appropriate authority in the faculty if they are suddenly unable to perform their duties as supervisor for more than one month.
- In addition, at least one of the student's supervisors must
- have an employment contract with the university that extends beyond the duration of the student's degree. This includes adjunct appointed clinical academic staff;
 - have supervised a PhD (or equivalent research degree as relevant to the student in question) to completion.
- 6.7.13 The maximum number of students a member of staff may supervise as first supervisor or co-first supervisor at any one point in time is eight research degree students (part-time or full-time).
- 6.7.14 The maximum number of students a member of staff may supervise as either first, co-first, second or third supervisor at any one point in time is twenty research degree students (part-time or full-time).

1st supervisor

- 6.7.15 The first supervisor role for a research degree student can be undertaken by:
- a. a member of academic staff of the university appointed by the faculty;
 - b. adjunct academic staff who are employed by one of the King's Health Partner Trusts;
 - c. a career development fellow, who has full salary support from a personal award with 4 years or more duration, including research funding, with an expectation of leading an independent research programme and equivalent status to Lecturer or above.
- 6.7.16 The first supervisor should have regular supervision meetings with the student either in person, via video conference or by phone, normally at least once every month, or part-time equivalent.

2nd supervisor

- 6.7.17 The second supervisor role for a research degree student can be undertaken by:
- a. staff who meet the criteria to act as first supervisor; and
 - b. external colleagues, with or without honorary academic contract with the university, who provide external academic expertise and enhance the research degree through a collaboration with the King's first supervisor and student, for example, academic staff in other universities, NHS staff, cultural leaders such as Head of Collections at British Museum, industrial partners for iCASE awards, or legal professionals.
- 6.7.18 The second supervisor should play a clearly defined role in the student's supervision and should meet the student at least every three months, or part-time equivalent, and should be able to act independently of the first supervisor.
- 6.7.19 The second supervisor is expected to support the student, to assist in the monitoring of the student's progress and to stand in in the first supervisor's absence. Therefore, in cases where the second supervisor does not meet the eligibility criteria to act as the first supervisor, the faculty Associate Dean for Doctoral Studies, or their delegate, will appoint a new first supervisor if the first supervisor is absent for more than one month.
- 6.7.20 Post-doctoral researchers are not normally eligible to act as first or second supervisor for research degree students. On a case by case basis, senior post-doctoral researchers who meet specific criteria may apply, with the support of their faculty Associate Dean for Doctoral Studies, to be considered for an exemption to this regulation to act as a second supervisor.

Third Supervisor

- 6.7.21 The third supervisor, where appointed, would bring specialist knowledge or supervisory experience to the research project but is not responsible for monitoring the academic progression of the student. A third supervisor will be appointed via the faculty and could include the following:
- a. staff who meet the criteria to act as first or second supervisor;
 - b. members of staff who hold a post-doctoral researcher position;
 - c. members of staff who hold a teaching fellow position;
 - d. individuals who are external to the university but can provide expert knowledge as set in regulation 6.7.23b;
 - e. individuals who are external to the university but can provide local support for students who carry out fieldwork abroad or elsewhere in the UK.

6.8 Progression

6.8.1

6.8.2 All students and members of staff, including supervisors, must comply with, and have access to, the university's rules in place for progress monitoring. The rules in this section represent a minimum level to which all faculties will adhere, although faculties may choose to implement stricter procedures. For this reason, it is important that this is read in conjunction with the guidelines set out in the appropriate faculty and departmental handbooks.

Skills training

6.8.3 Research project work constitutes the major training component of the programme. In line with Research Council requirements and QAA recommendations, students should also demonstrate that they are acquiring generic skills and skills in research methods.

6.8.4 All research students have the right to undertake the equivalent of 10 days (FTE) of training and development activities per year of study.

6.8.5 The development needs for each new student must be assessed individually by their supervisory teams at the start of the study programme and a training plan must be agreed between students and supervisors. The training plan should be reviewed as part of the progress reviews of all students.

6.8.6 The student's training record must also be reviewed at the upgrade to PhD stage and any deficiencies highlighted and addressed.

6.8.7 Faculties must ensure that students are supported to develop an appropriate training plan based on their individual development needs, and the activities to fill these needs can be drawn from workshops run centrally by the Centre for Doctoral Studies or by other providers within or external to the university.

6.8.8 Attendance at training sessions run by the Researcher Development Programme and other training providers at the university will be recorded and students should use their progress reports to log training undertaken outside of the university.

Regular review of progress

- 6.8.9 The progress of all students will be subject to regular, formal review. Progress reviews, including upgrade reviews, must involve three assessors, at least one of whom is independent of the student's supervisory team.
- 6.8.10 During their first year of study, both full- and part-time students must have their progress formally reviewed within three months of initial registration and again after a further period of nine months registration. Thereafter, the progress of all students will be reviewed at least every six months.
- 6.8.11 A formal progress review will have one of three possible outcomes:
- a. Satisfactory progress: the student's registration is allowed to continue unconditionally until the next review;
 - b. Conditional progress: there is cause for concern about the student's progress such that continued registration is subject to completing whatever conditions are set out in writing by the assessing panel prior to a subsequent follow-up review. This may include cases where the lack of progress is due to supervision problems; in such cases the assessors should ensure that steps are taken to resolve those problems as part of the assessors' conditions;
 - c. Unsatisfactory progress: the student has not made the normal academic progress expected of all students and compulsory removal proceedings will begin in line with regulations 8.2-8.25. A finding of 'unsatisfactory progress' and removal proceedings shall only commence where:
 - there has been an earlier finding of 'conditional progress' and the follow-up review determines that the student has failed to make satisfactory progress; or
 - the student has otherwise received prior written warning from the faculty in the manner specified in the regulations on academic progress.

In the event of removal under regulations 8.2-8.25, the student has a right of appeal against the termination of their studies.

- 6.8.12 Whenever 'conditional progress' is recommended the student must undergo a follow-up progress review to determine whether progress is satisfactory or if the student should be removed for failure to make the normal academic progress expected of all students. In the case of first year students undergoing their nine-month review, this follow-up review must occur before the end of the first year. For other students the follow-up review must occur no later than six months from the date of the initial review. The result of any such follow-up review will either be:
- a. Satisfactory progress: the student's registration is allowed to continue unconditionally until the next review; or
 - b. Unsatisfactory progress: the student has not made the normal academic progress expected of all students and compulsory removal proceedings will begin under regulations 8.2-8.25. In the event of removal under these regulations, the student has a right of appeal.
- 6.8.13 The result of all progress reviews must be proposed by the student's first supervisor and signed off by the PG/research co-ordinator for the subject area via the university's online progress monitoring system.

Upgrade from MPhil to PhD

- 6.8.14 Unless exceptionally exempted from this requirement, a student following a PhD programme will initially be registered for the MPhil degree and will be permitted to upgrade from the MPhil degree to the PhD degree according to the procedures outlined by the faculty of registration.
- 6.8.15 The upgrade from MPhil to PhD registration is classed by the university as a formal milestone to be satisfactorily attained by students in their progress towards attaining their PhD. The upgrade does not lead to a qualification in its own right.
- 6.8.16 Transfer of registration from the MPhil degree to the PhD degree will be considered after the student has completed nine months full-time study, or eighteen months part-time study; but before eighteen months of full-time study, or thirty-six months part-time study.
- 6.8.17 Transfer from MPhil to PhD status must be completed within the above timeframes. A student will only be allowed to undertake a maximum of two formal reviews to upgrade. A second attempt at the upgrade, if necessary, plus the completion of any associated tasks in order to complete the transfer.
- 6.8.18 Students must satisfy any conditions prescribed by the faculty of registration before being considered for upgrade.
- 6.8.19 The key principle for upgrading is for an academic panel, at least one of whom has to be independent to the supervisory team, to assess that the student is on course to produce research of the required standard for the final degree within the permitted timescale.
- 6.8.20 The upgrade from MPhil to PhD will involve the student producing either a substantial report, draft chapters or other pieces of work, along with:
- a research schedule;
 - a clear research question;
 - evidence of a clear methodology;
 - set of research procedures or framework of inquiry;
 - a work plan to completion;
 - a record of training and development activities undertaken.
- Plus, a formal review meeting must take place to assess the submitted work.
- 6.8.21 The upgrade review, including any following reviews, will normally take place in person with the student physically present. In exceptional circumstances, where a physical meeting is not possible, alternative arrangements may be agreed by the faculty in line with university recommendations.
- 6.8.22 Where a student is registered for a joint degree with an institution that does not offer the MPhil degree, or where it is an explicit condition of the funding of a studentship that a student must register directly for a doctoral degree, the student will be registered directly onto the PhD degree.
- 6.8.23 If it is a funder's requirement that the student should be registered directly for the doctoral degree, then the student will still have to go through the upgrade process to confirm the final degree level.

- 6.8.24 The faculty Associate Dean for Doctoral Studies is responsible for ensuring that the procedures are followed within the faculties. Where this responsibility is devolved to a PGR Committee based in departments or research centres, the Associate Dean for Doctoral Studies should ensure that the monitoring mechanisms are effective and that improvements are being made towards submission and successful completion times and to the quality of the supervisory process.
- 6.8.25 Faculty representatives on the university's Postgraduate Research Students Subcommittee will be required to address the effectiveness of the process and any issues arising from it in their faculty's annual report.
- 6.8.26 Progression timelines and requirements for professional doctorate degrees may vary. These will be outlined in the relevant programme specification.

First attempt at the upgrade

- 6.8.27 There are three possible outcomes to a formal upgrade review:
- a. unconditional pass: the student's registration is transferred from MPhil to PhD with immediate effect;
 - b. refer for further review: the student does not meet the requirements to upgrade at this time and is required to meet conditions set by the panel and undertake a further formal review. This will follow the same process as the first review.

The student will be required to either:

- complete minor amendments for the current upgrade attempt. Where minor amendments have been completed and submitted, the panel will determine the final outcome of the upgrade attempt as either an unconditional pass or a fail (see 9.32c); or
 - repeat a second attempt at the full upgrade process including re-submission of documents and a panel meeting, at which the student must be physically present. (See also 9.34).
- c. fail: the review determines:
 - that the student's registration should remain at MPhil; or
 - that proceedings to terminate the student's registration under academic regulations 8.2-8.25 should commence.
- 6.8.28 Formal notification of outcome (b) above to the student shall be classed as a written warning under academic regulations 8.2-8.25, provided that this is made clear to the student in the notification.

Second attempt at the upgrade (if necessary)

- 6.8.29 There will be two possible outcomes to a second formal upgrade review:
- a. unconditional pass: the student's registration is transferred from MPhil to PhD with immediate effect;
 - b. fail: the review determines:
 - that the student's registration should remain at MPhil; or
 - that proceedings to terminate the student's registration under academic regulation 8.2-8.25 should commence (see 6.9.35).

Post upgrade

- 6.8.30 Removal under academic regulations 8.2-8.25 shall only be permitted after a second upgrade review, unless the student was formally notified prior or after the first upgrade review in the manner specified in the academic regulations (X) that their progress was not satisfactory.
- 6.8.31 Students can appeal the outcome of an upgrade review in accordance with the procedure set out within the academic appeals regulations (6.15).
- 6.8.32 Students who remain at MPhil level will need to submit a final thesis and have an examination as per the normal examination regulations. The upgrade meeting does not automatically lead to an MPhil award. Students on the MPhil route will be expected to adhere to the submission periods for that programme.
- 6.8.33 Students should not be allowed to continue their research without their registration status being clear.

MD(Res) review for transfer to year two

- 6.8.34 At one year from registration (or two years if part-time), MD(Res) students are required to give a presentation to the academic members of the relevant progression committee in order to transfer to the second year of the programme. This is a mandatory requirement and a satisfactory transfer review is required for the student to continue their registration. The aim is to satisfy the academic panel that the student's research is progressing satisfactorily, to ensure the student is on track to successfully complete their degree, and to help the student and supervisors anticipate any potential problems.
- 6.8.35 The key principle for MDRes review is for an academic panel, at least two of whom have to be independent to the supervisory team, to assess that the student is on course to produce research of the required standard for the final degree within the permitted timescale. This is a mandatory requirement, and a satisfactory review is required for the student to continue their registration.
- 6.8.36 The review is classed by the university as a formal milestone to be satisfactorily attained by students in their progress towards attaining their MDRes degree.
- 6.8.37 The MDRes review will be considered:
- a. after the student has completed nine months of full-time study, or eighteen months' part-time study;
 - b. before the student has completed fifteen months of full-time study, or thirty months' part-time study.
- 6.8.38 The MDRes review must be completed within the above timeframes. This includes the first and, if necessary, the second attempt, plus the completion of any associated tasks or conditions prescribed by the faculty of registration.
- 6.8.39 There are three possible outcomes to a formal review:
- a. Unconditional pass
 - b. Refer for further review
The student does not meet the requirements at this time and is required to meet conditions set by the panel and undertake a further formal review. This will follow the same process as the first review. The student will be required to either:
 - complete minor amendments; or
 - repeat the full review process including re-submission of documents, if appropriate, and a panel meeting, at which the student must be present.

Following review of these amendments, the panel will determine the final outcome of the review as either an unconditional pass or a fail with the options as below.
 - c. Fail
The review determines:
 - that proceedings to terminate the student's registration under academic regulation 8.2-8.25 should commence.
- 6.8.40 Removal under academic regulations 8.2-8.25 shall only be permitted after a second review, except where the student was formally notified prior to their first review in the manner specified in the academic regulations (X) that their progress was not satisfactory.
- 6.8.41 A student will only be allowed to undertake a maximum of two formal reviews, i.e., the initial review and one additional review.

- 6.8.42 Students can appeal against the outcome of the review, in accordance with the procedure set out within the Academic appeals for research degree students .

Transfer to 'pending submission' status

- 6.8.43 When a student has completed the data collection and research required for their research degree, they may apply to transfer status from registration as a full-time or part-time student to that of 'writing-up' status according to the procedure established by the faculty of registration.
- 6.8.44 Transfer to pending submission status will only be approved following three years of full-time study, or six years of part-time study.
- 6.8.45 Transfer to writing-up status is not an automatic right and the decision on whether to permit the transfer of registration status should not be made solely by the student's supervisory teams.
- 6.8.46 The maximum writing-up registration period for both full- and part-time students is one year.
- 6.8.47 If a student does not submit within the one year allowed for writing-up but is permitted to continue their degree, they must be transferred back to full- or part-time status and charged the appropriate fee.
- 6.8.48 Should the transfer to writing-up take place after three years' full-time registration (or six years' part-time registration), then the student will not be entitled to the full year usually permitted for writing-up. In this instance, the required submission deadline will come before the end of the writing-up year and must always take precedence.
- 6.8.49 Pending submission fees will not be charged pro-rata.
- 6.8.50 Progress during the period of writing-up must be monitored by use of regular progress reports.
- 6.8.51 Where students are required to resubmit their thesis within eighteen months, as noted in the research degree examination outcomes regulations , they will be transferred back to upending submission status in order that their progress towards resubmission can be monitored via regular progress reports, and therefore will be charged writing-up fees. This period of 'pending submission' is separate to any writing up status that may have been in place pre-exam.

6.9 Extending and exceeding

Extending the Thesis submission Deadline

- 6.9.1 In exceptional cases, students may apply for an exemption to the regulations to extend their submission deadline. Extensions can be requested for circumstances that would otherwise be classified as a reason for interruption, for example illness or personal difficulties. Another reason might be the sudden unexpected absence of the supervisor. Extensions will not be permitted in cases of bad planning, lack of academic progress or poor communication.
- 6.9.2 If an exemption is requested based on medical/health problems, appropriate supporting evidence (e.g. medical certificate, counsellors report) must be provided by the student, usually noted by the supervisor and kept on the student file for future reference where required. These problems may have been ongoing throughout the research period. Without supporting documentation, an extension may not be granted.
- 6.9.3 If an exemption is requested for purely financial reasons it will be considered. However, an exemption is not guaranteed and students should prioritise their studies and adhere to the expectations relating to work that are covered in the regulations on research degree entrance requirements and mode of study, and on working and teaching during a research degree.
- 6.9.4 Requests for an extension to a submission deadline must be made by the Associate Dean for Doctoral Studies for the faculty of registration by completing the exemption request form in advance of the deadline. Where possible, this should be 3 months in advance of the submission deadline.
- 6.9.5 Once submitted by the Associate Dean for Doctoral Studies, exemption requests for postgraduate research programmes are approved via the Centre for Doctoral Studies. A centralised record is kept to monitor requests.
- 6.9.6 Exemptions relating to taught elements of professional doctorates will also require approval from the faculty Board of Examiners.
- 6.9.7 Requests to extend a deadline will change the final submission deadline; however, the student will be classed as on-time submission provided they submit within the approved extended period.
- 6.9.8 The Centre for Doctoral Studies may decide to change applications to extend the deadline to be approved under the category of exceeding if it is not considered that a sufficiently strong case has been made or the application is submitted after the original deadline has passed.

Exceeding the thesis submission deadline

- 6.9.9 Where an extension to the submission deadline has been rejected or in exceptional cases, students may apply for an exemption to the regulations in order to exceed their submission deadline. Applications could include requests for students who are approaching or have exceeded their original submission deadline where there is no strong reason for this, for example, lack of organisation, planning or progress.
- 6.9.10 Requests to exceed a deadline will leave the original submission deadline unchanged, but the student will be permitted to exceed their submission date and to remain registered in order that they can submit their thesis within an approved period of registration.
- 6.9.11 Exceeding the submission deadline will result in a late submission within the key performance indicators. It is designed to enable a student who is close to submission but who will miss their deadline to submit rather than have their studies terminated.

With both of the above types of exemption, the student must submit within the extended period or termination of studies procedures will be started.

Late submission of thesis

- 6.9.12 Where a student submits their thesis later than 24 hours after the submission deadline, they must apply for an exemption to exceed their submission deadline.

6.10 Interruption of study

6.10.1

- 6.10.2 An interruption of studies is a supportive mechanism where a student is permitted by their faculty (and funder, where appropriate) to formally step away from their studies for an agreed period.

- 6.10.3 Although submission deadlines are adjusted accordingly for approved interruptions, the interrupted period does count towards the maximum registration period, as detailed in the regulations on research degree minimum and maximum periods of registration. Students should be aware of, and adhere to, the maximum period of registration for their programme.

- 6.10.4 Students will be permitted to interrupt their studies for periods between one and twelve months in most circumstances, with a maximum of twenty-four months interruption during their degree. The total period of interruption across a research degree programme will be a cumulative total of any/all periods of interruption. For periods of interruption between twelve and twenty-four months, approval should be sought from the Associate Dean for Doctoral Studies within the faculty of registration.

- 6.10.5 Interruptions to the course of study may be requested for a number of reasons, such as:

- illness;
- maternity/paternity leave;
- personal and family reasons;
- financial hardship;
- internships not directly related to the research project;
- periods of investigation of research misconduct or student complaints; and
- major restructuring of the department or research group.

These reasons are not exhaustive, and faculties may grant interruptions for other reasons they consider acceptable.

- 6.10.6 Interruptions will not normally be permitted based on:

- a change of research topic;
- lack of progress;
- fieldwork; or
- time spent training or in industry where this is part of the research programme.

- 6.10.7 In cases of illness or injury, the student should inform the supervisors and department of absences of more than one week, and medical certification must be provided.

- 6.10.8 Retrospective interruptions are not allowed. In such cases an exemption request should be submitted in order to extend or exceed the registration period.

6.11 Examination entry requirements

- 6.11.1 The decision to submit a thesis for examination rests with the student, subject to the faculty in which the student is registered confirming that:
- the student has completed the programme of study;
 - the student meets the requirements of the programme; and
 - that they conform to submission timescales as set out in the regulations on research degree minimum and maximum periods of registration.

Entrance to examinations

- 6.11.2 A student must give written notice to the university of their intention to submit via the examination entry form (RD1). This form has to be submitted to the Research Degrees Examinations Team at least four months prior to submission.
- 6.11.3 The supervisor must use the examination entry form (RD1) to nominate the examiners.
- 6.11.4 Following the submission of the RD1 , the university will appoint the examiners in accordance with the regulations on conduct of research degree examinations..
- 6.11.5 The RD1 is valid for a maximum of eighteen months. If a student fails to submit their thesis within this period, they will be required to submit a new form.
- 6.11.6 A thesis must be presented for examination in accordance with the procedures and in the format specified by the university, which includes a requirement to submit an electronic version of the thesis (e-thesis).
- 6.11.7 The oral examination will normally take place within three months of dispatch of the thesis, subject to examiners' availability and the timely submission of the RD1.
- 6.11.8 Once students submit, they will not be charged any further fees, even if their registration period crosses over into a new academic year. They should continue to receive access to library, computer facilities and supervisory support as required to assist with preparation for their oral examination.

6.12 Examinations

Appointment of examiners

- 6.12.1 For each student the Research Degrees Examinations Board shall oversee the appointment of normally two individuals to act as examiners.
- 6.12.2 Both examiners should be external to King's College London. In exceptional circumstances the Research Degrees Examinations Board can allow the appointment of an internal examiner.
- 6.12.3 If the student is a member of King's staff, then the examiners will both have to be external to the university.
- 6.12.4 The Board may, if it considers it appropriate or if it is a requirement of a programme, permit the appointment of three examiners to act jointly or an Independent Chair and two examiners.
- 6.12.5 The examiners formally approved by the Subject Area Board or university are expected to perform this role through the entire examination process, including re-examination if applicable.
- 6.12.6 In the case of major amendments or re-examination, changes to approved examination panels following first examination will only be allowed in exceptional circumstances when the appointed examiners are not available. In these cases, the Research Degrees Examinations Team will contact the supervisor with the request to propose a new examiner using the examination entry form (RD1).
- 6.12.7 For students registered for a research degree that is jointly awarded with another institution, the Research Degrees Examinations Board may, at its discretion and on application to it by the faculty concerned, approve a different composition to the oral examination (details of specific arrangements will be detailed in the relevant Schedule of Activity).

6.12.8 The criteria for examiners is as follows:

- a. examiners shall be expert in the field of the thesis and able to make an independent assessment of the student;
- b. between them, the examiners should have examined at least three research degrees in the UK of appropriate level;
- c. examiners should not have had any significant research or other contact with the student. The student's supervisor should not be an examiner nor should they have had any role in the assessment or supervision of the student;
- d. There should be no personal link between the examiner and student;
- e. an internal examiner will not have been involved in the supervision of the student during the research period;
- f. an internal examiner will not have been part of the upgrade assessment panel of the student;
- g. an internal examiner will not have been supervised by the student's supervisors for their own degree or post-doc;
- h. an internal examiner will not have a close personal relationship with the student's supervisor;
- i. reciprocal examining with a supervisor from another institution is not permitted within a two-year period;
- j. The repeated nomination of an examiner by a supervisor will not normally be permitted within a two-year period;
- k. a supervisor will not be able to use the same internal examiner more than once per academic year;
- l. former lay members of Council, students or employees of King's shall not normally be appointed before a period of three academic years has elapsed.

6.12.9 An examiner from outside the UK or the Republic of Ireland shall be appointed where the faculty can demonstrate that they are the most appropriate examiner for the thesis. If an examiner from outside the UK or the Republic of Ireland is appointed, the Board must be satisfied that the examiner is familiar with the British higher education system and the general requirements and procedures for the award of research degrees.

6.12.10 Visiting professors, retired, emeritus and industry professionals can be appointed where the faculty can demonstrate they are the most appropriate examiner for the thesis, and providing one of the examiners holds a current and active position at a UK university.

Conduct of examinations

- 6.12.11 Examiners are required to:
- prepare independent preliminary written reports on the thesis to assist in conducting the oral examination;
 - submit the preliminary reports to the Research Degrees Exams office prior to the oral examination for quality assurance purposes.
- exchange preliminary reports prior to the oral examination.
- 6.12.12 If the examiners suspect cases of plagiarism or other research misconduct in the thesis they must inform the Research Degrees Examinations Office before the oral examination is due to take place. The Research Degrees Examinations Team will ensure that the research misconduct process is followed and that the oral examination does not take place.
- 6.12.13 The examiners, after reading the thesis, shall conduct an oral examination with the student in accordance with university guidelines.
- 6.12.14 The oral examination may be conducted in face-to-face, fully remote or hybrid format. Students are required to present themselves for oral, practical or written examinations at such place and time as the university may direct. Students are recommended to have a copy of their thesis to hand, either in hard copy or electronic format.
- 6.12.15 Where exams take place face-to-face, these will normally be conducted in London, or at other King's College London premises. The university may, however, exceptionally agree, via the Research Degrees Examinations Board, that the examination be conducted elsewhere if there are circumstances which make this expedient.
- 6.12.16 Different examination arrangements may be in place for joint awards involving a partner institution. Details will be set out in the relevant partnership agreement.
- 6.12.17 The student may indicate on their examination entry form whether their supervisor(s) shall be present at the oral examination as an observer. The supervisor(s) does not have the right to participate in the examination of the student but may contribute if invited to do so by the examiners. Otherwise, the oral examination shall be held in private.
- 6.12.18 After an oral examination, a joint final report of the examiners and list of required amendments (if applicable) must be submitted to the Research Degrees Examinations Board via the Research Degrees Exams Office within three weeks of the examination taking place.
- 6.12.19 The joint final report shall indicate whether the thesis meets the requirements listed in the criteria for research degree thesis and award regulations and shall include a reasoned statement of the examiners' judgment of the student's performance. Where applicable, the report should also include a list of required amendments for the student to make.
- 6.12.20 The examiners can inform the student of the outcome of the examination after the oral examination.
- 6.12.21 Following ratification by the Research Degrees Examinations Board, all examiner reports and any list of required amendments will be released to the student by the Research Degrees Exams Office.

- 6.12.22 Examiners have the right to make comments in confidence to the university in a separate report. Such comments should not normally be concerned with the performance of the student but may cover, for example, matters which they wish to draw to the attention of the Research Degrees Examinations Board or the Centre for Doctoral Studies.
- 6.12.23 All matters relating to the examination will be treated as confidential. Examiners are not permitted to divulge the content of previously unpublished material in a student's thesis until any restrictions on access to the thesis, granted by the university, are removed.

6.13 Examination Outcomes

- 6.13.1 The options open to examiners in determining the result of the examination for ratification by the Research Degree Exams Board are as follows and apply to all research degree students regardless of when they first registered:
- Pass;
 - Pass subject to minor amendments;
 - Pass subject to major amendments;
 - Re-examination of thesis (with or without second examination);
 - Consideration for a lower, related award;
 - Academic fail.

The result is recorded on the decision form.

Pass

- 6.13.2 Where the student's thesis meets the criteria for the specified award and the student satisfies the examiners in all elements of the assessment, the examiners will make a formal recommendation for award to the Research Degrees Examinations Board.

Pass subject to minor amendments

- 6.13.3 Where the student's thesis broadly meets the criteria for the specified award and the student satisfies the examiners in all other elements of the assessment, the examiners will make a formal recommendation for award to the Research Degrees Examinations Board, subject to the completion of minor amendments.
- 6.13.4 Where the examiners have recommended award subject to minor amendments the student will be given up to three months from the date on which the student receives notification of the corrections required from the Research Degrees Examinations Team following ratification of the report by the Research Degrees Examinations Board.
- 6.13.5 One examiner will be required to confirm that the amendments are appropriate and have been made within the specified timeframe. Which examiner will do this will be agreed between the examiners themselves and will be confirmed on the Decision form.
- 6.13.6 If the student fails to make the amendments in the timeframe or the examiner is unable to confirm that the amendments are satisfactory, the procedure under 'Failure to satisfy after minor or major amendments or after re-examination' below will apply.

Pass subject to major amendments

- 6.13.7 Where the student's thesis is thought to be able to meet the criteria for the specified award with additional work, the examiners will make a formal recommendation for award to the Research Degrees Examinations Board subject to the completion of major amendments within six months.
- 6.13.8 A further oral examination will not be required where a six-month amendment period is given.
- 6.13.9 Where the examiners have recommended that the student be permitted to make major amendments to their thesis, the student will be given up to six months from the date on which the student receives the joint examination report and notification of the corrections required by the Research Degrees Examinations Team following ratification of the report by the Research Degrees Examinations Board.
- 6.13.10 Both examiners must confirm that the amendments are appropriate and have been made within the specified timeframe.
- 6.13.11 If the student fails to make the amendments in the specified timeframe or the examiner is unable to confirm that the amendments are satisfactory, the procedure outlined under 'Failure to satisfy after minor or major amendments or after re-examination' below will apply.

Re-examination of thesis (with or without a second oral examination)

- 6.13.12 Where the student's thesis, though inadequate, is thought to be able to meet the criteria for the specified award, the examiners may determine that the student be permitted to re-present their thesis in a revised form. This will be within eighteen months for the PhD or Professional Doctorate examination and twelve months for the MPhil from the date on which the student receives the joint examination report and notification of the corrections required by the Research Degrees Examinations Team following ratification of the report by the Research Degrees Examinations Board.
- 6.13.13 The examiners must indicate on the examination decision form whether a further oral examination is required. This decision cannot be changed upon receipt of the revised thesis.
- 6.13.14
- 6.13.15 Where the examiners have determined that the student's thesis, though inadequate, is thought to be able to meet the criteria for the specified award, the student will be given eighteen months (twelve months for the MPhil) from the date on which the student receives the joint examination report and notification of the corrections required by the Research Degrees Examinations Team following ratification of the report by the Research Degrees Examinations Board.
- 6.13.16 As this is a re-examination to confirm degree, the examiners will examine the amended thesis, submit preliminary reports (when a second oral examination was required) and will provide a second joint examination report. The examiners will be asked to confirm whether the amended thesis now meets the criteria to award the degree.
- 6.13.17 If the student fails to make the amendments in the specified timeframe or the examiners are unable to confirm that the amendments are satisfactory, the procedure outlined under 'Failure to satisfy after minor or major amendments or after re-examination' below will apply.
- 6.13.18 Students whose thesis examiners require them to resubmit within eighteen months will be transferred back to pending submission status in order that their progress towards resubmission can be monitored, and therefore will be charged writing-up fees.

Consideration for a lower, related award

- 6.13.19 Where the student's thesis does not meet the criteria for the specified award, the student may be considered for a related, lower degree (where available).
- 6.13.20 Minor or major amendments, or the re-examination of the thesis within eighteen months, may be permitted by the examiners before the student is considered for the related, lower degree.
- 6.13.21 Where additional time has already been granted for major or minor amendments or after the re-examination of the thesis, no further additional time will normally be given to the student to prepare the thesis for examination.
- 6.13.22 For examination for the PhD only: Where the examiners have recommended that the student be considered for a related, lower degree, the examiners may consider whether the student has met the criteria for the award of an MPhil degree unless this is a joint degree with an institution that does not offer the MPhil (although if appropriate the student may be offered an MPhil single award from King's College London only).
- 6.13.23 If the student's thesis does not meet the criteria, the examiners will recommend to the Research Degrees Examinations Board that the student be recorded as an academic fail.
- 6.13.24 For examination of Professional Doctorates only: Where the individual programme specification permits, the final reports and outcome will be sent by the examiners to the Research Degrees Examinations Team, who will forward the information to the relevant Postgraduate Assessment Board for consideration of an exit award.

Academic Fail

- 6.13.25 Where the student's thesis does not meet the criteria for the award of a research degree and the thesis is unsuitable for minor or major amendments or re-presentation within eighteen months the examiners will recommend to the Research Degrees Examinations Board that the student be recorded as an Academic Fail.
- 6.13.26 A student who fails to satisfy the examiners will not be permitted to re-enter for the examination.

Failure to satisfy the examiners after minor or major amendments or after the re-examination of the thesis

- 6.13.27 Where a student fails to satisfy the examiners after minor or major amendments or after the re-examination of the thesis, the examiners will either:
 - a. recommend to the Research Degrees Examinations Board that the student be recorded as an Academic Fail; or
 - b. recommend the student for consideration for a related, lower degree (as set out above).
- 6.13.28 The examiners have the discretion to permit an additional calendar month for the student to make further minor amendments before making a final decision.
- 6.13.29 In both cases the student has the right to appeal under section 6.15 on Academic appeals for research degree students.

Additional examiner

6.13.30 When the examiners appointed are unable to reach agreement when approving amendments or following a re-examination, they shall report this to the Research Degrees Examinations Board, which shall appoint an additional examiner who is external to the university.

6.13.31 Whenever possible the additional examiner shall be of Professorial status and shall have considerable experience of examining for a research degree of the University of London.

Thesis award

6.13.32 With the exception of students registered for joint degrees, a student will not be permitted to submit as their thesis one which has been or will be submitted for a degree or comparable award of this or any other university or institution.

6.13.33 The greater proportion of a student's investigations must be carried out during the period of registration.

6.13.34 All theses for university degrees shall be written in English with the exception of students whose subject involves an element of study of a modern foreign language who may apply at the start of their degree to submit their thesis in a language other than English. All such applications will need the support of the supervisor and will be considered by the Research Degrees Examinations Board. In this instance, an abstract in English of up to 5,000 words shall be submitted at the same time as the thesis.

6.13.35 The contribution by the student in any work done jointly with the supervisor(s) and/or fellow research workers must be clearly stated by the student and certified by the supervisor.

6.13.36 For any thesis, publications derived from the work in the thesis but not forming a main part of the work described may be bound as supplementary material at the back of the thesis.

6.13.37 In addition to a research component resulting in the submission of a thesis at doctoral level:

- a. a professional doctorate programme shall include elements of a practical/work-related/professional nature and formally taught elements appropriate to support the academic objectives of the degree programme;
- b. a Master in Philosophical Studies (MPhilStud) degree programme shall provide a student with advanced knowledge of three areas of the relevant discipline, including sustained research on a single topic (presented in the form of a thesis), and provide progressive research training which is an adequate foundation for doctoral study.

Thesis incorporating publications

- 6.13.38 Students are allowed to include in their thesis work that is already published, or accepted for publication, at the time of submission of the thesis, either by the student alone or jointly with others.
- 6.13.39 The majority of the research making up the publication must have been done under supervision at the university during the period of registration.
- 6.13.40 The thesis will require additional chapters and information for it to meet the requirements for a PhD degree, particularly that of the thesis being an integrated whole and presenting a coherent argument.
- 6.13.41 A series of papers alone, whether published or otherwise, is not acceptable for submission as a thesis.
- 6.13.42 A thesis incorporating publications should include at least one paper published, or a paper accepted for publication, in a peer reviewed publication. This should be presented in its final accepted form with appropriate referencing from the relevant publication.
- 6.13.43 The inclusion of a paper(s) accepted for publication within the thesis does not guarantee that the thesis as an entity will be judged to have met the standards required for the award.
- 6.13.44 The thesis must be accompanied by a signed declaration by the student that the work presented in the thesis is their own and explaining their contribution to jointly authored publications. Further information can be found in [Guidelines on submitting a thesis incorporating publications.](#)

Appeals

- 6.13.45 There are two academic appeals processes available to research degrees students:
- a. to appeal the PhD upgrade and MD(Res) transfer decisions;
 - b. to appeal the outcome of the thesis and oral examination.
- Neither appeal process can be used to challenge academic judgement
- 6.13.46 The appeal procedure in respect of upgrade decisions should be completed at faculty level before the university will consider any appeal by the student under the regulations on failure to make sufficient academic progress (regulations 8.2-8.25).
- 6.13.47 An appeal must be requested in writing on the upgrade appeal form and lodged with the relevant faculty registry office within 15 working days of the upgrade decision. The grounds of the appeal must be clearly stated in the appeal and appropriate documentation supplied.
- 6.13.48 The Associate Dean for Doctoral Studies in the faculty will normally advise the student in writing of their decision on the appeal request within 10 working days of receipt of the appeal, subject to collecting all relevant information and interviewing people. The Associate Dean for Doctoral Studies will allow an appeal to be heard if they are satisfied that one or more of the following criteria apply:
- a. where there is evidence that the student's performance may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to divulge to the examiners before the decision was reached;
 - b. where there is clear evidence of a significant administrative or procedural error on the part of the university in the conduct of the upgrade process and that this accounted for the student's performance.
- 6.13.49 The Associate Dean for Doctoral Studies will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 6.13.50 Where a student submits an appeal that their examination was adversely affected by alleged harassment, bullying or discrimination, or by any other factor, which, in the opinion of the Associate Dean for Doctoral Studies, requires an investigation which falls outside the remit of the appeal regulations and which constitutes a complaint under the [Student Complaints Policy](#), then the matter shall be referred for consideration under that policy. In these circumstances, the appeal may be suspended, at the discretion of the Associate Dean for Doctoral Studies, until the consideration of the matter under the Student Complaints Regulations has been concluded.
- 6.13.51 Any information supplied by the student at a later date will only be considered if, in the judgment of the Associate Dean for Doctoral Studies, there are valid reasons why it could not have been submitted as part of the initial appeal. However, the student shall have the right to receive copies of any documents provided to the appeals panel (including the information from the upgrade panel, the statement of the student's supervisor, and any referee's reports), and may submit comments for the panel's consideration within five working days of being sent this information.
- 6.13.52 An appeals panel shall be established comprising:
- the Associate Dean for Doctoral Studies or nominee, who shall act as Chair;
 - two members of the faculty Postgraduate Research Committee;
- and will be supported by a representative from the relevant faculty or registry office.

- 6.13.53 The panel shall not include anyone involved in the original upgrade decision or the student's supervisors. At the discretion of the Chair, the panel may be supplemented with additional member(s) with expertise in the academic area of the appeal.
- 6.13.54 The quorum for the panel shall be the Chair and two other members. The decision of the panel shall be reached by a majority vote of the members, which may be conducted by email correspondence. The Chair shall have an additional casting vote where necessary.
- 6.13.55 The upgrade panel which made the original decision will submit the outcome provided to the student together with a more detailed account of the factors which informed the decision.
- 6.13.56 The student's first supervisor will be asked to provide a statement indicating whether they support the appeal and whether they think that the student should be allowed to upgrade and the reasons for their recommendation.
- 6.13.57 The panel will consider:
- the upgrade outcome provided to the student;
 - the supplementary information from the upgrade panel;
 - the statement from the student's supervisor(s);
 - the written submission from the student appealing against the decision; and
 - any further comments received from the student.
- 6.13.58 Before making a decision the panel, at the discretion of the Chair, may decide to:
- a. request a further referee's report;
 - b. seek clarification from any party involved;
 - c. interview the student and/or supervisor.
- 6.13.59 The panel is not required to meet unless it is decided to interview the student and/or supervisor. In such circumstances, the student and the supervisor will be invited to attend the meeting of the panel and may each give evidence to the panel. The student may be accompanied by a colleague, friend or representative of the King's College London Students' Union.
- 6.13.60 The panel shall normally reach a decision on the appeal within thirty working days of receipt, subject to the need to compile the above information and to meet as appropriate.
- 6.13.61 The panel may take one of the following decisions:
- a. to reject the appeal and uphold the decision to terminate the student's registration;
 - b. to reject the appeal and uphold the decision that the student's registration should continue at MPhil level;
 - c. to uphold the appeal and allow the MPhil to PhD upgrade;
 - d. to uphold the appeal and allow the student a further opportunity to attempt the MPhil to PhD upgrade.
- 6.13.62 In the event of a) being the decision of the panel, removal proceedings shall commence under the Academic Progress Regulations. The student has the right to appeal against the removal in accordance with academic regulations 8.2-8.25.

Appeals concerning decisions of examiners: thesis and oral examination

- 6.13.63 An appeal must be requested in writing on a form provided for the purpose and lodged with the Head of Student Conduct and Appeals (HoSCA) on behalf of the Principal within 15 working days of the date of notification to the student of the result of the examination. The grounds for the appeal must be clearly stated as part of the request and appropriate documentation supplied within the deadline for submission of the appeal.
- 6.13.64 The Principal will normally advise the student in writing of their decision on the appeal request within 30 working days of receipt of the appeal. An appeal will be permitted if the Principal is satisfied that one or more of the following criteria apply:
- a. where there is evidence that the student's performance at the oral examination may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to divulge to the examiners before the decision was reached;
 - b. where there is clear evidence of significant administrative or procedural error on the part of the university in the conduct of the examination and that this accounted for the student's performance.
- 6.13.65 The Principal will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.
- 6.13.66 Where a student submits an appeal that their examination was adversely affected by alleged harassment, bullying or discrimination, or by any other factor, which, in the opinion of the Principal, requires an investigation which falls outside the remit of these appeal regulations and which constitutes a complaint under the Student Complaints Policy, then the matter shall be referred for consideration that policy and procedure. In these circumstances, the appeal may be suspended, at the discretion of the Principal, until the consideration of the matter under the Student Complaints Policy has been concluded.
- 6.13.67 If the Principal decides to allow an appeal they will appoint an Appeal Committee and will advise the student in writing of their decision on the appeal application. If an appeal is rejected reasons will be given.
- 6.13.68 The student has the right to appear before the Appeal Committee. The student may be represented by another member of the university or a member of the King's College London Students' Union or, where the student is registered on a programme associated with professional practice, a member of their professional organisation. The student may also be accompanied by a family member or a friend (either from inside or outside the university) but that person will not be allowed to speak at the hearing. However, the Chair of the Appeal Committee will have the discretion to consider representations from the person accompanying the student to make a statement.
- 6.13.69 If the student is to be represented and/or accompanied then the names of the attendees must be received in writing by the HoSCA at least forty-eight hours in advance of the hearing. The Chair of the Appeal Committee has the discretion to refuse to permit a representative or friend or family member to attend where prior written notice has not been given.
- 6.13.70 The examiners shall be invited to attend the meeting of the Appeal Committee. The university reserves the right to call any other relevant individuals to present evidence to the Committee.

- 6.13.71 The Committee shall normally conduct the proceedings in the presence of both the student and the examiners. The student and/or their representative have the right to be present throughout the meeting of the Appeal Committee, as have the examiners, until such time as the Committee retires to consider its findings. The absence of the student or the examiners will not prevent the hearing from taking place nor invalidate the proceedings.
- 6.13.72 Written notice of the date of the hearing will be sent to the student as soon as possible following the Principal's decision to refer the matter to an Appeal Committee. The names of the Committee members together with all documentary evidence will normally be sent to the Committee and to the student at least seven days before the hearing date. Any concerns regarding documentation or membership of the Committee should be raised in writing by the student at the earliest opportunity in advance of the hearing to the HoSCA.
- 6.13.73 The documentation with which the Committee is provided shall include:
- a. the written submissions of the student and of the examiners (should they wish to make a written submission);
 - b. the final report(s) and the preliminary independent reports of the examiners;
 - c. any documentation that either the student or the examiners wish to submit.
- 6.13.74 In addition, the Committee may request to see any other documentation it considers relevant to the appeal.
- 6.13.75 The procedure is for the student to address the Committee first and, during this part of the proceedings; they may call witnesses, if this has been agreed by the Chair of the Committee at least five working days in advance of the hearing. The examiners shall be invited to make any observations. Any questions by the student or the examiners shall be put through the Chair. The student may make any concluding remarks. The members of the Appeal Committee may put questions to any of those present at any time during the proceedings. The Chair has the discretion to vary the procedure in any case where they consider it just to do so.

- 6.13.76 The Appeal Committee shall take one of the following decisions:
- a. to reject the appeal, in which case the result of the outcome of the examination appealed stands;
 - b. to request the examiners to reconsider their decision. The examiners shall normally be expected to hold another oral examination before reaching a decision as to whether the result should be changed;
 - c. to determine that the original examination be cancelled and that a new examination be conducted. The new examination shall be conducted by examiners who did not take part in the original examination and were not involved in the appeal.
 - i. For an appeal following the first examination, normally the new examiners will be sent the original thesis submission and will have all the examination outcome options available to them. They will not have access to the original examiners' reports.
 - ii. For an appeal following any subsequent examinations, normally the new examiners shall have access to the outcome appealed, i.e. be sent the original examiners' reports and the most recently examined thesis. A new revised thesis is not permitted under this outcome.
- 6.13.77 The decision of the Appeal Committee shall be final and shall be provided to the student in writing normally within five working days of the appeal hearing. The Committee shall provide reasons for its decision.
- 6.13.78 When a new examination is to be held, new examiners shall be appointed in accordance with the academic regulations for research degrees. However, all examiners should be external to the university. The examiners may make any of the decisions open to the original examiners. The examiners will not be given any detailed information about the previous examination except the single fact that they are conducting a new examination following an appeal.
- 6.13.79 The result of the original examination having been cancelled, the result of the new examination shall be considered by the Research Degrees Examination Board.
- 6.13.80 The result of the original examination having been cancelled; the result of the new examination shall be considered by the Research Degrees Examination Board.

Availability of thesis

- 6.13.81 It is a requirement that a thesis resulting from a research degree undertaken at the university is placed within the public domain once it has been awarded and ratified. Theses will be made available electronically, via the system determined by the university.
- 6.13.82 A thesis will normally be placed in the public domain immediately after the award of the degree. Departure from this requirement will only be made when the student can demonstrate circumstances such as grounds of commercial exploitation or patenting, or where the thesis includes material which is of significance to national security or personal safety and/or where a funding body allows.
- 6.13.83 A student may apply to the Chair of the Research Degrees Examination Board for restriction of access to their thesis, subject to the conditions noted above. The student's application must be submitted after the date of award but before the final thesis is submitted to the library.
- 6.13.84 Where approved, a restriction of access will normally be granted for a period of one or five years. A permanent restriction of access may be sought on very limited grounds relating to personal or national security, or where permission to include third party copyright material could not be obtained and exclusion of this material would significantly reduce the academic value of the thesis.
- 6.13.85 Theses funded by a Research Council UK training grant must be placed in the public domain within a maximum of twelve months following award.
- 6.13.86 The availability of theses produced as part of a joint programme must also conform to the publication requirements of the partner institution.

Revocation

- 6.13.87 An award type, award title or classification can be revoked and reissued, or an award can be revoked in its entirety under the following conditions:
- a. where there is satisfactory proof that there was an administrative error in the award made;
 - b. when, subsequent to award, the Research Degrees Examination Board takes into account information which was unavailable at the time its original decision was made;
 - c. following a recommendation or ruling by the Misconduct Committee; or
 - d. following a recommendation or ruling by an Inquiry Panel established to investigate allegations of research misconduct.

Policies and Procedures

[Data Protection Policy](#)

[Academic Honesty and Integrity Policy](#)

[Misconduct Policy and Procedure](#)

[Student Complaints Policy](#)

Useful Links

[Centre for Doctoral Studies](#)

[Research Degree Examinations](#)

[Office of the Independent Adjudicator](#)

[Student Conduct and Appeals](#)

CHAPTER 7: ACADEMIC SUPPORT AND APPEALS

The following regulations are subject to regular review and updated versions apply irrespective of the year of a student's registration.

This section outlines the regulations, policies and procedures in place to support students during their studies at King's. This includes information on:

- Personalised Assessment Arrangements
- Mitigating Circumstances
- Support for Study
- Academic Appeals

In accordance with the Equality Act 2010, the university will consider any reasonable adjustments to these regulations to take into account the needs of individual students.

Personalised Assessment Arrangements

- 7.1. Students may apply for Personalised Assessment Arrangements in certain circumstances and depending on qualifying criteria currently published [here](#).
- 7.2. Provision may be made for a student to undertake an alternative format of assessment, if the Personalised Assessment Arrangements Applications Panel, in consultation with the Assessment Sub-Board, considers the original format of the assessment to be impracticable for that student, or the duration of the examination, with any additional arrangements in place, would extend over 4.5 hours.

Mitigating Circumstances

- 7.3. Where recognisably disruptive or unexpected events beyond the student's control might have a significant and adverse impact on their academic performance, a student should submit a mitigating circumstances form and consult the [Mitigating Circumstances Policy](#).

Support for Study

- 7.4. There may be occasions where a student's physical or mental health may give rise to concerns about the student's support for study and capacity to engage with their studies or about the appropriateness of their behaviour in relation to the university community. Where this is considered to be the case, the university may interrupt a student if it is in the best interests of the student or the King's community.
- 7.5. The aim of [Support for Study Policy](#) is to enable a student to succeed and progress in a supportive environment, whilst being mindful of the need to ensure safety and wellbeing of the student themselves and of other university members.

Academic Appeals for pre-undergraduate, undergraduate and postgraduate taught students

- 7.6. Pre-undergraduate, undergraduate and postgraduate taught students may submit an academic appeal. This cannot be used to challenge academic judgement.
- 7.7. Postgraduate Research Students should refer to section 6.15 in the Framework for Postgraduate Research Awards for the two academic appeals processes available:
- a. to appeal the PhD upgrade and MD(Res) transfer decisions;

b. to appeal the outcome of the thesis and oral examination.

- 7.8. The Head of Student Conduct and Appeals (HoSCA) holds delegated responsibility for the appeals process from the Director of Students and Education.
- 7.9. Other than the below, no decision of an Assessment Sub-Board, acting in accordance with university regulations, may be modified. The appeals process cannot be used to challenge academic judgment; appeals based on academic judgment will not be considered.
- 7.10. Marks will never be raised following an academic appeal based on regulation 7.17a.
- 7.11. It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, action may be taken.
- 7.12. The university may pause or stop the consideration of any appeal submitted where students are suspected to be in breach of regulation 8.26 (Misconduct) or regulations 8.27-8 (Fitness to Practise), and action should be taken under those regulations.
- 7.13. If an appeal contains matters which fall under regulations 8.37-8 (Student Complaints), consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.
- 7.14. Group appeals are permitted. A group should raise any issues with the programme lead via their student representative or a nominated member of the group. If the matter is not resolved, the nominated student will then submit the appeal and communicate with the university on behalf of the group. Any outcome of an appeal will apply to all members of the group.

Collaborative Provision

- 7.15. Where students from another institution takes an intercollegiate module with the university as the host institution, the university will manage the academic appeal process under these regulations.

Stage One Appeal

- 7.16. Students should submit a Stage One Appeal Form within 15 working days of the release of ratified results. Appeals received after this deadline will only be accepted at the discretion of the HoSCA.
- 7.17. Student may appeal on either or both of the following grounds:
- a. where there is evidence that assessment(s) may have been adversely affected by mitigating circumstances which they were unable, or for valid reasons unwilling, to make known before the original decision was reached;
 - b. where there is clear evidence that assessment(s) may have been adversely affected by a significant administrative error on the part of the university or in the conduct of the assessment.
- 7.18. Students who are dissatisfied with the outcome of the mitigating circumstances process, may submit an academic appeal once their results have been ratified on either or both of the following grounds:

- a. that there is new evidence that could not have been, or for good reason was not, made available at the time of the submission of the mitigating circumstances form and that sufficient evidence remains that their mitigating circumstances warrant further consideration;
- b. that evidence can be produced of significant procedural error on the part of the university in the consideration of the mitigating circumstances, and that sufficient evidence remains that the original mitigating circumstances warrant further consideration.

7.19. A Stage One appeal may be rejected before forwarding to the Assessment Board for consideration in the following circumstances:

- a. where the appeal is not made on the correct form, or the form is incomplete;
- b. where the appeal has been submitted late;
- c. where, if appealing on grounds of reasonable adjustments in accordance with the Equality Act there is no independent third-party evidence of the mitigating circumstances; or the evidence provided is not a certified translation;
- d. where the appeal contains no evidence that either of the grounds for review has been met;
- e. where the appeal is frivolous or vexatious; and/or
- f. where the appeal does not fall within the scope of this regulation and should be considered under an alternative regulation.

7.20. If the appeal is rejected at this stage a student can contest this decision but is not able to submit additional evidence.

7.21. Any contestation submitted must be submitted to the HoSCA within 5 working days of the date of notification of the decision. The HoSCA will consider whether the decision to reject the appeal was made in accordance with these regulations. If the contestation is accepted, the appeal will be passed to the Assessment Board for consideration. If the contestation is rejected, there are no further opportunities for the appeal to be considered.

7.22. The Assessment Board will normally consider the appeal and report its decision to the HoSCA within 30 working days of the release of results.

7.23. The Assessment Board will decide whether the grounds for appeal have been met or not. Where the ground(s) have been met, the Board will decide whether to modify or confirm the original decision made by the Assessment Sub-Board. Where the ground(s) have not been met, the original decision of the Assessment Sub-Board stands. The Board may also reject the appeal on any of the filter grounds set out in regulation 7.19, or where students have challenged academic judgment.

7.24. A written statement confirming the decision of the Board and the reasons for this will be prepared by the Chair of the Board. This statement should be sent to the HoSCA and included in the outcome letter which is sent to the student.

Stage Two Appeal

- 7.25. Students may appeal the decision of an Assessment Board on the following grounds:
- a. that there is new evidence that could not have been, or for good reason was not, made available at the time of the Stage One submission and that sufficient evidence remains that the appeal warrants further consideration; and/or
 - b. that evidence can be produced of significant procedural error on the part of the university in considering the appeal, and that sufficient evidence remains that the appeal warrants further consideration; and/or
 - c. giving due consideration to the evidence and representations previously provided, the decision of the Assessment Board was unreasonable.
- 7.26. Students should submit a Stage Two Appeal Form within 10 working days of the Stage One Appeal outcome. Appeals received after this deadline will only be accepted at the discretion of the HoSCA.
- 7.27. The HoSCA (or their nominee) will normally advise students in writing of their decision on the appeal request within 30 working days of receipt. If it is determined that an appeal should be heard an Appeal Committee will be arranged in accordance with the Appeal Committee Structure.

Stage Two Appeal – Appeal Committee

- 7.28. Students may be represented at the Appeal Committee by another university member or a member of the student's professional organisation (where applicable) or a member of the King's College London Students' Union.
- 7.29. Additionally, students may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.
- 7.30. If students are to be represented or accompanied, the name of the person who is to attend must be received in writing by the HoSCA at least 48 hours in advance of the Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 7.31. Written notice of the Committee will normally be sent to students, together with the names of the Committee members and the Chair, and all documentary evidence, at least 10 working days before the Committee date. Any concerns regarding documentation or membership of the Committee should be raised in writing, by students at the earliest opportunity to the HoSCA.
- 7.32. New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least 5 working days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 7.33. The Appeal Committee shall consider the documentary evidence and invite the student and the Assessment Board Chair (or their nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Committee wishes.

- 7.34. The absence of the student or the Chair of the Assessment Board will not prevent the Committee from taking place nor invalidate the proceedings. If a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 7.35. The Appeal Committee will determine whether there is sufficient reason to challenge Stage One Appeal outcome. If there is sufficient reason, the Appeal Committee can set aside the decision of the Assessment Board and replace it with one of its own, or it can refer the case back to the Assessment Board for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the outcome of the Stage One Appeal will stand.
- 7.36. Where an appeal is upheld, the Appeal Committee may set aside an attempt at an assignment or module and permit the student to be re-assessed in any specific assessment or specific module, not limited to those listed by the student in their appeal. The Appeal Committee has the discretion to consider other decisions, but these must comply with the university regulations and the relevant programme requirements.
- 7.37. An Appeal Committee is not an Assessment Board, and cannot raise marks in assignments or modules, amend marks from fail to pass, raise degree classifications, or make awards. If a successful appeal is regarding an award or classification the student's appeal will be referred back to the relevant Assessment Board for reconsideration.
- 7.38. The decision of the Appeal Committee is final. There is no further right to appeal and no right to appeal against the decision of the Assessment Board if the case has been referred back to the Board.
- 7.39. The decision of the Appeal Committee shall normally be communicated in writing by the HoSCA to the student, and the Chair of the Assessment Board, within 5 working days of the decision of the Appeal Committee.
- 7.40. Students have no automatic right to continue with their studies or to progress to the next stage of their programme pending the outcome of an appeal; the faculty may exercise their discretion to allow this attendance, if applicable and permitted by the programme regulations.

Policies and Procedures

[Support for Study Policy](#)

[Misconduct Policy and Procedure](#)

[Proofreading Policy](#)

[Mitigating Circumstances Policy](#)

[Student Complaints Policy](#)

Useful Links

[Student Conduct and Appeals webpages](#)

[Office of the Independent Adjudicator](#)

[Academic appeals for research students](#)

[Student Conduct and Appeals Committees \(Appendix A\)](#)

[Glossary](#)

CHAPTER 8: CONCERNS, CONDUCT AND COMPLAINTS

The following regulations are subject to regular review and updated versions apply irrespective of the year of a student's registration.

This section outlines the rights and responsibilities given to students registered at the university, including the rules on behavioural and discipline requirements, and the action(s) the university can take if they are breached. This section includes:

- Failure to make sufficient academic progress;
- Academic and Non-Academic Misconduct;
- Fitness to Practise;
- Emergency powers to exclude or suspend a student;
- Suspension for late payment of tuition fees;
- Student Complaints;
- Termination of registration due to inaccurate or untrue information.

General

- 8.1. In accordance with the Equality Act 2010 the university will consider any reasonable adjustments to these regulations to take into account the needs of individual students. If a student states the behaviour giving rise to a disciplinary concern is related to their disability, the university may consider carefully whether to proceed with disciplinary action under these regulations, or to refer the student to support under other regulations, policies and procedures.

Insufficient Academic Progress

- 8.2. The College will ensure that students are fully aware of the possible consequences of failure to make sufficient academic progress.
- 8.3. A student's registration may be terminated for failure to make sufficient academic progress, including for any of the following reasons:
- a. inability to meet the programme requirements;
 - b. lack of industry, including poor attendance;
 - c. lack of ability or aptitude;
 - d. persistent failure to respond to university communications or instructions;
 - e. for any other good academic cause.
- 8.4. Before removal, a student should normally receive a written warning specifying the improvements or actions to be undertaken within a specified timeframe and stating the consequences of not doing so. The student's tutor or supervisor should also be consulted.

Appeals against removal on academic grounds

- 8.5. It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, action may be taken.
- 8.6. The university may pause or stop the consideration of any appeal submitted where a student is suspected to be in breach of regulation 8.26 and regulations 8.27-8, and action should be taken under those regulations.

- 8.7. If an appeal contains matters which fall under regulations 8.37-8, consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.
- 8.8. Students should submit a Progression Appeal Form within 10 working days of the final notification of removal. Appeals received after this deadline will only be accepted at the discretion of the Principal.
- 8.9. Students may appeal on the following grounds:
- a. there is new information which could not have been provided to the faculty at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration;
 - b. there is evidence of significant administrative or procedural error, including error relating to the written warning to the student and student compliance with the conditions of written notice, made at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration;
 - c. there are other grounds considered applicable by the Principal, including compassion.
- 8.10. The Principal will normally advise the student in writing of their decision on the appeal within 30 working days of receipt. If it is determined that an appeal should be heard, an Appeal Committee will be arranged, in accordance with the Appeal Committee Structure.

Representation

- 8.11. The student may be represented at the Appeal Committee by another member of the College, a member of the student's professional organisation (where applicable), or a member of the King's College London Students' Union (KCLSU).
- 8.12. Additionally, the student may be accompanied by a family member or a friend. This person will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.
- 8.13. If the student is to be represented or accompanied, the name of the person who is to attend must be received in writing by the Head of Student Conduct and Appeals (HoSCA) at least 48 hours in advance of the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 8.14. Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Committee members and the Chair, and all documentary evidence, at least 10 working days before the Appeal Committee date. Any concerns regarding documentation or membership of the Committee should be raised in writing by the student at the earliest opportunity to the HoSCA.
- 8.15. New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least 7 days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.

- 8.16. The Appeal Committee shall consider the documentary evidence and invite the student and the Executive Dean of Faculty (or nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Committee wishes.
- 8.17. The absence of the student or the Executive Dean of Faculty will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 8.18. The Appeal Committee will determine whether there is sufficient reason to challenge the original decision to withdraw. If there is insufficient reason, the Appeal Committee can set aside the decision and replace it with one of its own, or it can refer the case back for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the original decision will stand.
- 8.19. The decision of the Appeal Committee shall normally be communicated in writing by the HoSCA to the student and Executive Dean of Faculty, within 5 working days of the decision of the Appeal Committee.
- 8.20. Students have no automatic right to continue with their studies or to progress to the next stage of their programme pending the outcome of an appeal; the faculty may exercise their discretion to allow this attendance, if applicable and permitted by the programme regulations.

Removal of a student from an external environment

- 8.21. Students undertaking a placement or a period of study or practical training in an external working or educational environment have a responsibility to conform to the regulations, policies and expected standards of behaviour and competence of that external environment. Examples of such external environments may include, but are not limited to:
- a. hospitals, GP clinics, dental surgeries and other NHS facilities;
 - b. faculties.
 - c. UK or overseas HEIs;
 - d. offices and other industrial facilities;
 - e. teaching schools;
 - f. law courts;
 - g. health centres;
 - h. firms.
- 8.22. Students undertaking a placement may be removed without notice from that environment by the supervisor/mentor within that environment or the College, where there are concerns with the student, or for any other reason. Examples of concerns may include, but are not limited to:
- a. behaviour which is deemed offensive or unacceptable in the external environment;
 - b. behaviour or actions in breach of the regulations of the external environment;
 - c. behaviour which compromises the activities of the external environment;
 - d. a health condition which would render the student unsuitable or unsafe to continue in the external environment;
 - e. a level of competence which would compromise the professional standards of the external environment;
 - f. failure to observe health and safety requirements of the external environment;
 - g. behaviour which gives rise to concerns about the student's fitness to practise.

- 8.23. Where possible and appropriate, the university will arrange for students to undertake an alternative placement, in accordance with the procedures and practice of the relevant faculty.
- 8.24. Where the removal is temporary or for a specified period, conditions may be placed on students before re-entry to the external environment will be allowed. Such conditions may constitute a written warning.
- 8.25. If the university considers the reasons for the removal would require a misconduct investigation under regulation 8.26 or a fitness to practise investigation under regulation 8.27-8, the student's removal from the external environment will be temporary, pending the outcome of the proceedings. Students may attend classes and sit assessments that are not in the external environment during this period. As part of its outcome, the Committee will confirm the status of the student's removal from the external environment; if this is permanent and the student will be unable to complete their programme of study, their registration will be terminated.

Conduct

- 8.26. Students are expected to maintain good conduct at all times whilst on university premises or engaged in university activities. This includes:
- a. adhering to the regulations, procedures and policies of the College, including the [Academic Honesty & Integrity Policy](#);
 - b. showing respect for the persons within and for the property of the King's community;
 - c. behaving in a way that does not interfere with the proper functioning or activities of the College.

Failure to do so is considered misconduct. Where concerns about a student's conduct have been identified, the Misconduct Policy and procedure will be invoked.

Fitness to Practise

- 8.27. Student registration may be terminated as a result of a fitness for registration and fitness to practise hearing. When conferring awards which lead to professional qualifications registerable with a Professional, Statutory and Regulatory Body, the university must be satisfied that the student would be a safe and suitable entrant to the given profession, and as such would be fit for registration and fit to practise.
- 8.28. King's College London is committed to ensuring students are safe and suitable entrants to their given profession. Where concerns about the health, behaviour and/or professional conduct of a student have been identified as adversely affecting the student's fitness to practise, the [Fitness to Practise Policy and Procedure](#) will be invoked.

Emergency powers to exclude or suspend

- 8.29. A student who is the subject of misconduct proceedings, has a pending Fitness to Practise hearing, has a pending Support for Study meeting, or is the subject of police investigation or criminal proceedings, may be suspended or excluded by the Principal pending the outcome of the investigation, the Committee or the trial. Students may also be suspended or excluded on health and safety grounds, or where they are considered a danger to other members of the King's community.

- 8.30. Failure to comply with the terms of a suspension or exclusion is an offence of student conduct under [Student Misconduct Policy](#).
- 8.31. The Principal may delegate the emergency powers to a Vice-Principal, who will be responsible for reporting any suspensions or exclusions.
- 8.32. Exclusion is selective restriction on attendance at or access to, the university and on participation in university activities. Suspension is a total prohibition on attendance at, or access to, the university and on participation in university activities. It may be subject to conditions, such as permission to attend an examination. A suspension will only be used where an exclusion is deemed to be inadequate.
- 8.33. The terms of a suspension or exclusion may include a No Contact Agreement, requiring the student to have no contact with a named person or persons.
- 8.34. Suspensions and exclusions are not penalties; the Principal will only impose such measures when it is urgent and necessary to do so. Written reasons for the decision will be recorded and made available to students in the letter of suspension.
- 8.35. Suspensions and exclusions shall normally start with immediate effect. The reasons for the decision will be communicated to students in writing, as well as information about their right to submit representations against it. Representations must be submitted within 5 working days of the suspension or exclusion and will normally be reviewed within a further five working days.
- 8.36. Should the suspension or exclusion remain in place, the Head of Student Conduct and Appeals (or nominee) and a Vice-Principal will review the suspension or exclusion every 28 days, in the light of any developments, or of any representations made by the student. Reviews of suspensions and exclusions will not involve hearings or meetings.

Suspension for late payment of tuition fees

- 8.37. Students are required to pay their fees in accordance with the [Student Terms and Conditions](#) and via the [fee payment procedures](#).
- 8.38. Students who have received notification of impending suspension because of late payment of tuition fees will be required to sit examinations and/or submit coursework.
- 8.39. If students are suspended for the late payment of tuition fees following the completion of their assessments, indicative marks will not be released and marks will not be ratified. Where a suspension is subsequently lifted, indicative marks will be released, and marks will be ratified as soon as possible (including by Chair's action if no meeting of the Assessment Sub-Boards is scheduled to take place within a reasonable timeframe).
- 8.40. Students who miss an examination or assessment deadline as a result of suspension for late payment of tuition fees will not be considered to have attempted that examination or assessment. Students who subsequently have their suspension lifted will be permitted to sit the examination or assessment at the next available opportunity without further penalty.

Complaints

- 8.41. Complaints from students are carefully considered and, if appropriate, shall be investigated by the Head of Student Conduct and Appeals.

- 8.42. King’s College London is committed to considering and investigating genuine complaints from students. The university defines a complaint as an expression of dissatisfaction that warrants a response, and this policy provides a clear mechanism for that to happen. The university will review what led to the complaint and where appropriate seek an early resolution. Outcomes can also be used to improve services to all members of the College. For more information see the [Student Complaints Policy](#).
- 8.43. A student may ask the [Office of the Independent Adjudicator](#) to consider any unresolved complaint against the College.

Termination

- 8.44. If a student or a third party on behalf of the student, is found to have provided untrue or inaccurate information, or to have omitted information at enrolment or during the application process, registration can be terminated without notice. However, the student will have a right to appeal that decision.

Policies and Procedures

[Academic Honesty & Integrity Policy](#)

[Support for Study Policy and Procedure](#)

[Proof Reading Policy](#)

[Mitigating Circumstances Policy](#)

[Misconduct Policy and Procedure](#)

[Student Complaints Policy](#)

[Residences Discipline Policy](#) (see under “Important Documents”)

[Data Protection Policy](#)

Useful links:

[Academic Appeals](#)

[KCLSU Advice](#)

[Non-Academic Misconduct Guidance](#)

[Student Conduct and Appeals webpages](#)

[Office of the Independent Adjudicator](#)

[Academic Honesty & Integrity webpages](#)

[Personalised Assessment Arrangements](#)


[Student Services Online](#)

[Glossary](#)

CHAPTER 9: GOVERNANCE

This section outlines important information on academic governance structures and oversight of the King's academic regulatory framework. This includes the circumstances when exceptions or exemptions can be made to the Academic Regulations as well as the emergency regulations that may be invoked by the Principal in the case of a campus wide emergency.

The following committees of the university are responsible for maintaining the academic integrity of a King's award. The academic regulations are reviewed annually via following the route through the committees. [The university delegation chart is available here.](#)



[Academic Standards Sub-Committee \(ASSC\)](#): The Academic Standards Sub-Committee is responsible for advising CEC on:

- The strategic development of assessment policy and regulation.
- The level of university compliance with the assessment framework.
- The extent to which assessment policies are transparent, fair, impartial, consistent and compliant with the values of King's.

ASSC recommends amendments to the academic regulations to CEC.

[College Education Committee \(CEC\)](#): CEC is the committee of Academic Board responsible for ensuring that the academic provision for all programmes is of the highest possible standard. CEC recommends amendments to the academic regulations to Academic Board

[Academic Board](#): The Academic Board is the committee responsible on behalf of the Council for the academic work of the university in teaching and examining and in research. Academic Board approves amendments to the academic regulations.

Every taught programme of study that leads to an award and all free-standing credit bearing modules are assigned to an Assessment Sub-Board. Each Sub-Board reports to its faculty Assessment Board and each Faculty Assessment Board reports to ASSC.

The Postgraduate Research Student Sub-Committee, which reports to the [College Research Committee](#), reviews the academic regulations in Chapter 6: Framework for Postgraduate Research Awards before they are submitted to ASSC.

Deviations from the Academic Regulations

Exceptions

- 9.1. Where a cohort exemption to a specific regulation has been approved and will continue to apply, it will be listed with the respective regulation as an ongoing exception. Any exceptions to policy will be detailed in the respective policy document and will include any associated conditions.

Exemptions

- 9.2. Exemptions to the regulations may be considered in exceptional circumstances. Advice should be sought from [Academics Regulations, Quality & Standards](#).

- 9.3. For exemption requests relating to pre-undergraduate, undergraduate or postgraduate taught regulations, the approving authority is the Vice-Principal (Education and Student Success) or delegate on behalf of Academic Board. All exemption requests should be submitted via the [Exemptions Procedure](#) by the Assessment Board Chair or delegate. Requests will be processed normally within 7 working days.
- 9.4. For exemption requests relating to postgraduate research regulations, the approving authorities are the Deputy-Deans for Doctoral Studies on behalf of Academic Board. All exemption requests should be submitted via the [PGR Exemption request form](#).
- 9.5. For exemptions for a cohort relating to programme specifications, it is usually a condition of approval that a programme modification form will be submitted to eliminate the need for the same exemption request in the future.
- 9.6. Any exemptions to the regulations will be reported annually to the Academic Standards Sub-Committee and to Academic Board.
- 9.7. Policies cannot be exempted. Where there is an issue with an existing academic policy, the [Academic Regulations, Quality & Standards team](#) should be notified as soon as possible.

Emergency Regulations

- 9.8. The Principal or nominee may declare a College-wide or campus specific emergency which will authorise the Emergency Regulations to be implemented for a prescribed period of time.
- 9.9. The Emergency Regulations provide a framework to allow progression and/or award where performance is prevented by acts or events which may be beyond the control of the College.

Marking during a College-wide or campus specific emergency

- 9.10. In the event that marking cannot be completed in accordance with the marking model assigned to a module, an Assessment Board may, with the approval of the Chair or Deputy Chair of Academic Standard Sub-Committee, use an alternative marking model. This may include relaxing some of the rules contained within the marking models.
- 9.11. If External Examiners are unable to fulfil their duties, the assessment process may proceed, with the approval of the Chair or Deputy Chair of Academic Standard Sub-Committee.

Progression during a College-wide or campus specific emergency

- 9.12. In the event that students are unable to be assessed in the original format, the method of assessment of a module and/or the relative weighting of the assessment components, as defined in the module specification, may be modified by the Assessment Board.
- 9.13. In the event that students are unable to be assessed in any format and/or results are unavailable for some or all students, Assessment Boards may, if appropriate, progress students pending assessment and/or ratification at a later date, unless prohibited by a Professional, Statutory and Regulatory Body.

Boards during a College-wide or campus specific emergency

- 9.14. In the event that the Assessment Sub-Board and/or the Assessment Board is inquorate, the Head of Faculty, in consultation with the Chair or Deputy Chair of the Assessment Board, may allow progression, ratify results and/or ratify awards.

- 9.15. Decisions may be made using the information available to Assessment Sub-Boards and/or Assessment Boards at the time, however the decision could be reviewed if new information became available at a later stage which was not available at the time the original decision made.

Research Degree considerations during a College-wide or campus specific emergency

- 9.16. Thesis submission deadlines and maximum duration of study may need to be extended to cover the period of the College-wide or campus specific emergency by the faculty Vice Dean for Doctoral Studies.

Awards during a College-wide or campus specific emergency

- 9.17. Regulations 5.41 and 6.12 will continue to apply in the event of a College-wide or campus specific emergency. There are no exceptions to the award rules. Boundaries cannot be lowered, and exceptions cannot be made. The method of assessment for research degrees is by oral examination.

Policies and Contractual Documents

[Terms and Conditions](#)

[Student Protection Plan](#)

Useful links

[Exemptions Process for undergraduate and postgraduate taught](#)

[Exemptions process for postgraduate research](#)

[Governance, policies and procedures](#)

[Appendix A – Committees Terms of Reference and Membership](#)

[Glossary](#)

External Examiner Reports 2021/22 – Postgraduate Programmes

1. INTRODUCTION

- i. The purpose of this report is to draw out the key issues raised in External Examiners' reports during 2021/22 and to report on the judgements made by External Examiners about academic standards. In instances where particular examples from Departments or Faculties (Institutes/Schools) are quoted this is often done to illustrate a point that could, or should, be applied across the institution.

2. NUMBER OF REPORTS RECEIVED

- i. The number of External Examiner reports received for postgraduate programmes by Faculty (Institute/School) is as follows:

Faculty (Institute/School)	No of External Examiners	No of reports received	% return rate
Arts and Humanities	37	34	92
Business School	13	12	92
Dentistry, Oral & Craniofacial Sciences	13	12	92
Law	23	22	96
FoLSM	32	26	81
Natural, Mathematical and Engineering Sciences	17	15	88
Nursing and Midwifery & Palliative Care	10	8	80
Institute of Psychiatry, Psychology and Neuroscience	39	33 ¹	85
Social Sciences and Public Policy	52	43	83
Total	236	205	87%

- ii. Those reports still to be submitted are being followed up by the Academic Regulations, Quality and Standards (ARQS) team and Faculty teams. The overall response rate is higher than this time last year (which was 73%, with a final response rate of 88% at the end of the year), and the response rate seems to be slowly returning to pre-pandemic rates.

The response rate is also affected by the ongoing industrial action, and we have received eight resignations. The ARQS team will continue to follow up with those External Examiners who have yet to submit their report.

	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17
Number of External Examiners	236	257	288	285	278	271

¹ This includes External Examiners for the IoPPN online board – the annual meeting is yet to take place for 22-23

Number of Reports received	205	188	279	250	275	268
Percentage Return Rate	87%	88%	97%	90%	99%	99%

3. INDUCTION

- i. It is a requirement that all new External Examiners receive an induction on taking up the role. The satisfaction with the induction process continues to be monitored via their first report and based on findings from 2021/22 reports, assurance can be given that Faculties are providing their External Examiners with appropriate orientation on commencement of their role.

4. ACADEMIC STANDARDS

- i. Every year External Examiners are explicitly asked to confirm that the academic standards of the programme(s) are in line with QAA requirements, whether the performance of students is comparable in relation to their peers on similar programmes, and whether the programme(s) is comparable to those of similar programmes nationally. Reports from External Examiners indicated that academic standards continue to be endorsed at an equivalent standard than comparable programmes in other Universities and are in line with QAA standards. As an example, an External Examiner from the School of Law commented “The examination process – from taking into account external examiners comments on exam setting to marking – is conducted smoothly and to the standards of leaders in the education sector.” Another External Examiner from the Faculty of Dentistry commented “these programmes are of an internationally recognised standard due to the staff. Using clinicians of this calibre is key to the success of any clinical programme and should be commended.”
- ii. Where External Examiners have identified an area that “impacts on academic standards”, discussions are held with the Assessment Board Chair and Chair of Academic Standards Sub-Committee (ASSC) and a formal response to these comments will be communicated back to the External Examiners.
- iii. The issue of academic misconduct was raised by a few External Examiners. Within the School of Law, External Examiners encouraged the School to consider how the integrity of submissions could be maintained or improved, particularly with recent development in the use of AI in Academia. Discussions on the use of ChatGPT are in progress in both the School and College and the strategy for continuing the integrity of assessment is high on the agenda.

Two External Examiners within the Faculty of Nursing, Midwifery & Palliative Care raised the issue of poor paraphrasing leading towards plagiarism in some scripts. It was noted that Assessors had provided appropriate feedback in these cases and that there were fair processes in place to deal with suspected plagiarism. There is an Academic Misconduct Working Group set up under ASSC currently working on academic misconduct policy and procedures as it is acknowledged that this is a common and growing challenge for Universities.

Within the Faculty of Arts and Humanities, only one issue was raised under Academic Standards, and it was related to an instance of failure to detect plagiarism. The External Examiner recommends that the department undergo thorough plagiarism and misconduct training.

Finally, within King’s Business School an External Examiner noted that there was “not enough detail provided in ASB meeting to ascertain if robust enough” in relation to the plagiarism case procedure.

- iv. Programmes across all faculties were commended for their high quality of teaching and excellent curriculum design. A diverse range of projects, focusing on emerging technologies, in which students were clearly able to demonstrate the acquisition of knowledge, was considered to be an area of good practice highlighted by several of the External Examiners within the Faculty of Natural, Mathematical and Engineering Sciences.

An External Examiner within the Faculty of Social Science and Public Policy provided the following comment on the STEM internship work – “these pieces of work sustain high levels of engagement and understanding of the theoretical power of the literature to offer them fresh insights into practice and, in doing so, they hold together some complex theoretical ideas with confidence and clarity. They are really powerful and exciting to read and again show the quality of teaching and support to students on the course. I was also pleased to be sent the course evaluation where 100% of students said they were satisfied with the quality of the course”.

Another External Examiner within King’s Business School praised the design and structure of the curriculum with the following comment – “the programme offers students a systematic understanding of the knowledge within international management, critical awareness of current issues in the field and an appreciation of the impact of globalisation to businesses, an understanding of the appropriate techniques adopted for decision making, as well as managerial and interpersonal skills (presentation, communication, group work)”.

External Examiners within Dentistry, NMES and FoLSM also praised the good balance between academic and clinical/practical teaching in programmes.

- v. The high level of student support was highlighted across many External Examiner reports. An External Examiner within the Institute of Psychiatry, Psychology and Neurosciences provided the following comment – “it is clear that students are very well supported throughout their studies and that student wellbeing receives appropriate and timely attention., whilst another from the Faculty of Arts and Humanities commented “the teaching seems very engaging and supportive. There is a range of expertise, different perspectives and disciplinary contributions from the tutors on the programme. The programme team is already planning some positive changes for next year which will enhance the experience for the student”.
- vi. A small number of reports raised concern on the level of high marks awarded and faculties are working to address this. The higher-than-expected module averages resulting from online examinations was raised by an External Examiner within the Faculty of Natural, Mathematical & Engineering Sciences, noting that a return to in-person exams in the 2022-23 academic year, should resolve this issue. Another External Examiner within King’s Business School commented “In some courses, the proportions of First and Merit are high, and these high proportions could potentially be due to online examinations. However, I note that the quality of submissions are high such that they warrant these high marks. I expect that the use of online examination will decrease in the forthcoming year”.

5. ASSESSMENT PRACTICE

- i. External Examiners within all nine faculties praised the diversity and innovation in assessment methods, providing comments such as ‘good range of projects’ ‘innovative assessments beyond the traditional examination’, and ‘thoughtful assessment design’, among others. An External Examiner within the Institute of Psychiatry, Psychology & Neuroscience commented “I am impressed that consideration has been given, with the involvement of students, to the inclusivity of the assessment method for this module”.

- ii. However, within the School of Social Science and Public Policy an External Examiner had previously raised a concern about the way in which the majority of modules place the full burden of assessment in one task (e.g. a 4000-word essay). The External Examiner felt that the majority of modules were still assessed by a single piece of coursework and again reiterated the need to consider redistributing the assessment load.

- iii. The prevalence of multiple-choice question exams at level seven has been identified as a potential risk to the maintenance of academic standards, by one of the External Examiners within the Faculty of Natural, Mathematics and Engineering Sciences, in that they do not provide an effective method for testing student's critical understanding in line with subject benchmark statements. It is recommended that a wide range of assessment methods be employed to ensure that students' critical understanding, in line with the subject benchmark statements, can be measured more effectively.

- iv. Most External Examiners felt that assessment methods were appropriate and designed to test the students' ability to put required knowledge into practice and to promote critical and creative thinking. An External Examiner from the Faculty of Nursing, Midwifery & Palliative Care praised the use of the OSCE assessment, commenting that "the use of OSCE with actors was creative and represents the most robust and complete method to assess skills in the module".

6. FEEDBACK AND MARKING

- i. External Examiners continue to make comments regarding marking schemes and feedback, with many External Examiners commenting favourably on the level of feedback provided as well as the thorough and constructive comments provided to students. As an example, an External Examiner from King's Business School commented "I was particularly impressed with the feedback provided to students on assessments - it was detailed, actionable and thoughtful, enabling students not only to understand how their mark came to be, but also how to develop further."

- ii. Some External Examiners highlighted inconsistencies in marking and feedback given to students. For example, an External Examiner from the Faculty of Dentistry highlighted the 'wide discrepancies in the initial marks awarded by the two internal examiners' and suggested that the two internal examiners concerned should be calibrated before they mark modules next year. Another External Examiner from King's Business School suggested that 'all scripts should be first and second marked and use the same headers as a structure for the feedback provided', and further suggested 'a minimum/maximum wordcount for feedback within each section could be useful to ensure a uniform approach is followed by all markers'. An External Examiner from the Faculty of Life Sciences and Medicine highlighted that 'on some occasions the wording used in the written feedback did not align with the overall mark. It would be worth reviewing with all markers (internal and external) the importance of use of words such as 'good'/'very good'/'excellent' that are aligned to the mark given for each criteria'.

- iii. Overall, most External Examiners commented that the marking criteria were clear, and feedback provided to students was constructive and clear, with a few faculties making use of model answers and 'feed forward' feedback. An External Examiner from the Faculty of Arts & Humanities commented "I found it particularly useful/good practice when markers made it clear how they had arrived at agreed marks where they initially differed; and where markers quoted from marking criteria in feedback on borderline or failing cases".

- iv. Some External Examiners within the Faculty of Natural, Mathematical and Engineering Sciences requested that they be provided with both candidate number and name as it was often difficult to match the project report with the mark sheet.
- v. Within the same faculty, the scaling of marks was raised as an issue, where, in the absence of any documented policy, the External Examiner felt that it was undertaken rather arbitrarily and resulted in a lack of confidence as to the consistency across the modules. Additionally, it was noted that scaling should be used only in exceptional circumstances; a lack of comparability with other HEIs was ascribed to its overuse. The issue of scaling has been discussed at faculty level at the most recent Faculty Assessment Board within the Faculty of NMES.
- vi. Some External Examiners within the Faculty of Arts & Humanities as well as the Faculty of Social Science & Public Policy expressed concern that dissertations were off-topic and not relevant to the programme. An External Examiner within Arts and Humanities suggested 'tighter vetting needed at the proposal sign off for dissertations' as discussed at the board. ASB agreed to undertake a review of the programmes' identity and distinctiveness and also of the process of signing off dissertation topics.

7. OPERATION OF ASSESSMENT BOARDS

- i. In general, External Examiners are positive in their comments surrounding operations of Assessment Sub-Boards, with one External Examiner within the School of Law commenting "the final Assessment Sub-Boards' meetings are conducted fairly, efficiently and appropriately'.
- ii. A few External Examiners would like to see a return to in-person meetings, with one from the Faculty of Social Science and Public Policy commenting "External examining a department that one hasn't visited for three years is an alienating and unsatisfactory experience. I do not feel that I have got to know the department, the programme or the programme team as well as I might have done so".
- iii. Many External Examiners highlighted issues around arrangement of the boards and late notice of dates/late receipt of documents. This has been acknowledged as a key theme for the faculties concerned to take forward. Several External Examiners within the Faculty of Life Sciences and Medicine reported that the full set of results and other information was not available to them at the time of the Assessment Sub-Board (ASB). There are delays between PPA and Registry so that in some cases the booklets were not available in time for the ASB meetings. This needs to be addressed at the College Level as this will impact on academic oversight and, therefore, standards if it is not addressed. An External Examiner from King's Business School commented "the process of getting materials for me to review has not been as timely, or as smooth as in previous years. This adds to pressures in reviewing the materials in a comprehensive manner, although I have been able to meet the deadlines set, it has sometimes been a challenge. I note that I now correspond with a wide range of different support staff, which may account for the issue. Going forward, I ask that external examiners are given an appropriate period of time to review assessments and materials to ensure that we are able to give them our full attention".
- iv. It was clear to a number of the External Examiners that the decisions taken by the Boards prioritised achieving the best outcomes for the students and that full and fair consideration was given to students' individual circumstances in a professional manner. The willingness of the Assessment Sub-Board Chairs and the Departmental Professional Services Staff to support the External Examiners in carrying out their duties effectively was also highlighted across many faculties as an area of good practice.

8. RECURRING THEMES

The following themes emerged from scrutiny of External Examiners reports. Some themes have appeared in previous year's reports too:

- Faculties advised to review staffing issues which may be affecting quality.
- The range of assessment methods and marking schemes were appropriate and suitable for the postgraduate level. Marking schemes were described as challenging but fair and allowed excellent students to distinguish themselves.
- Faculties advised to consider further developments in the consistency of feedback given to students.
- Although the External Examiners generally felt supported by the Assessment Sub-Boards, the late provision of information continues to be a hurdle to them discharging their duties effectively. The turnaround time from the receipt of the assessment booklets to the Assessment Board is becoming ever shorter and has the propensity for a lack of confidence in the data being presented. It is also recommended that ASB Chairs brief External Examiners on those cases where their input is requested in advance of the meetings.
- Provision of practical/clinical projects and placements are of a high standard.

9. EXTERNAL EXAMINER REPORTS

- i. The number of External Examiner reports with 'Issues that Impact Academic Standards' is deemed low (8% of reports received, which is lower than the 2020/21 reports).
- ii. Previously, External Examiners across Faculties highlighted that they did not receive responses to their reports within a reasonable time. The move for the Academic Regulations, Quality & Standards Team to return all External Examiners reports via a SharePoint site, once the programme and faculty have responded to the report, appears to have resolved this concern and has proven to be an efficient process.
- iii. The Academic Regulations, Quality & Standards Team plan have introduced an online reporting provision to replace the paper-based document for 2022/23, which has improved the efficiency of the reporting process.

10. RECOMMENDATIONS

Taking the above into consideration it is therefore requested that Academic Board agree to the following:

- i. A review of academic misconduct and plagiarism processes.
- ii. Further diversifying assessment methods and reconsider the use of MCQ's for level 7 assessment.
- iii. A review of assessment feedback to ensure the consistency and parity of experience provided to students.
- iv. Faculties to review communications with External Examiner's about the arrangement of boards as well as ensure timely receipt of assessment to review.
- v. Faculties to consider in-person or hybrid ASB meetings rather than online only.

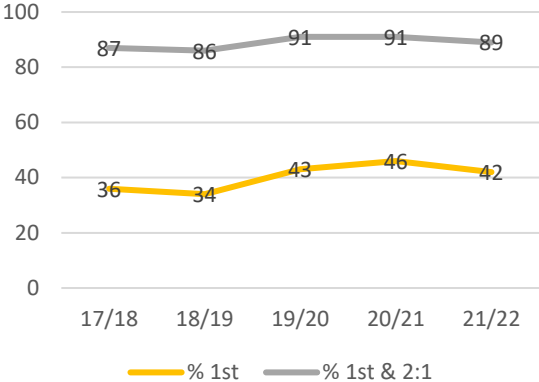
Degree Outcome Statement 2023/24

Undergraduate Student Numbers

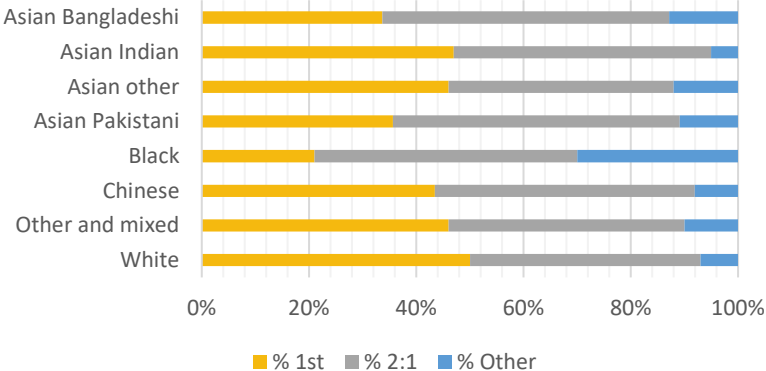
Undergraduate student numbers at King’s continues to grow year-on-year.

Institution Degree Classification Profiles

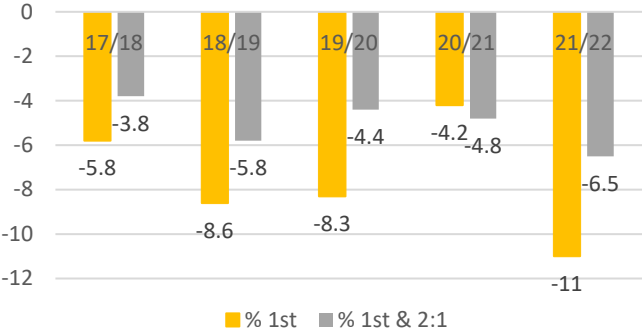
Undergraduate attainment



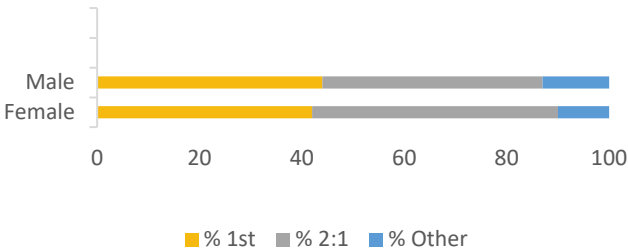
Awards - ethnicity (21/22)



BME attainment gap by academic year



Awards - male/female (21/22)



In 2021/22 the number of students achieving good honours decreased by 2% and in 1st honours decreased by 4%. In the previous four years, the percentage of students achieving a good honours degree was consistent and remained within 5% although the number of 1st class honours increased by 9% between 2018/19 and 2019/20¹. There was a sharp increase in the BME attainment gap to 11% in 2021/22 from

¹ This is believed to be due to the mitigations put in place for managing the Covid pandemic e.g., change in assessment format, change in borderline rules, changes in how we managed mitigating circumstances etc.

4.2% in 2019/20. There was a sharp rise in the 1sts awarded to Black British students, from 16% in 2018/19 to 33% in 2019/20 but in 2020/21 this decreased to 29% and to 21% in 2021/22 The College is undertaking further work to close the attainment gap.

The rates of 1st and 2:1 degrees awarded will be kept under close review so that the College can continue to ensure the standards of its awards.

The impact of Covid-19

Data suggests that the mitigations put in place for managing the Covid-19 pandemic have contributed to the increase in good honours in 2019/20 and 2020/21. For example:

- In 2019/20, 2% of students were upgraded to the next classification due to the safety net average;
- In 2020/21, 2% of students from across 16 programme cohorts benefited from cohort mitigation measures;
- In 2020/21, 1% of students benefitted from the combination of the safety net and cohort mitigation.

Whilst these measures benefitted a small percentage of students, it is thought that other changes related to assessment had a wider impact on student attainment and degree classification. Further information about the variety of mitigation measures put in place can be found [below](#).

The rates of 1st and 2:1 degrees awarded will be kept under close review so that the College can continue to ensure the standards of its awards. The previous safety net and cohort mitigation measures are no longer applied to new cohorts and programme teams have been revising assessment methods for 2022/23.

Deferrals and Awards during the covid period

Academic year	% of awards conferred <i>after</i> Assessment Period 3	% of these awards 1st and 2:1
2018/19	15.3	62.3
2019/20	14.3	76.5
2020/21	16	72.8

When reviewing the increase in good honours over the last two years (due to the context of Covid-19 and the mitigations put in place), consideration has been given to whether there has been any impact of students deferring assessments to Assessment Period 3, and therefore spreading out their assessment. The number of finalists deferring beyond Assessment Period 2 (the summer assessment period) has remained consistent. Of the awards conferred after Assessment Period 3, there has been an increase in the number of students achieving good honours. This is in line with the overall undergraduate attainment profile above.

Assessment and Marking Practices

The College Marking Framework gives guidance to markers on their marking practices and a choice of models to use. As part of their regular review cycle, an [Academic Standards Sub-Committee \(ASSC\)](#) working group was set up in 2018/19 to review the College marking models. The working group recommended a [new Marking Framework](#) which was approved by the College Education Committee (CEC) in 2021 and has been piloted in 2022/23. The new Marking Framework introduces a step-marking scheme which is recommended for all assessments where markers use their academic judgement. A number of departments have been piloting the scheme and a review will now be undertaken to determine whether a move to banded grades results in a more consistent marking approach.

A number of mitigating measures and changes to the assessment landscape were put in place in 2019/20 and 2020/21 to ensure that no student was disadvantaged academically by the impact of the Covid-19 pandemic. In 2021/22 we then moved back to pre-pandemic regulations and practices. Examples of mitigation measures implemented in 2019/20 and 2020/21 include:

- 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 for 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 programme 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.](#)

External Examiners were complimentary about the College's response to the Covid-19 pandemic in their annual reports, which they felt was fair and appropriate. The annual report template was revised to gather opinions from External Examiners, and assurance was given that the measures implemented had not impacted academic standards overall. For example, an External Examiner in Arts and Humanities commented 'even in these circumstances, the assessment process was rigorous and remained appropriate to the programme's overall learning aims and objectives'.

During 2022/23, the following activities have been/will be undertaken:

- An evaluation of the 2021/22 pilot with TeamCo, which offered a mixed model of online assessment and in-person invigilation, to assess for wider utilisation;
- As of 2021/22, evidence is now required for all mitigating circumstances and deferral requests. A working group under ASSC has been set up to review the existing College policy around mitigating circumstances;
- From 2022/23, [revised academic regulations](#) were introduced that included new rules around undergraduate progression and award. These rules have been modelled and it is not anticipated that they will contribute to grade inflation, but this will be kept under review;
- A working group under ASSC has been set up to review the existing College policy and procedure around academic misconduct;
- Following the [pilot of the new Marking Framework](#), a revised, final policy will be developed, with the anticipation of a recommendation for college-wide implementation in 23/24.

External Examiners

External Examiners attend all Assessment Sub-Board (ASB) meetings where results and award classifications are reviewed, discussed, and ratified. A summary of the annual reports submitted by External Examiners, including their views on how the academic standards of our programmes compare with the wider sector, are submitted annually to the ASSC.

King's has participated in Advance HE's External Examiner professional development programme and, since 2017/18, 66 staff have attended External Examiner training.

For 2022/23, the following new roles have been appointed:

- College Chief External Examiner role
The role will have a broad, strategic remit and will sit on ASSC. The role will review the College's award data and contribute to discussions on any perceived grade inflation, including providing advice on sector comparisons and offering external oversight.
- Faculty Chief External Examiner role
The role will sit on the corresponding Faculty Assessment Board (this will be decided by the faculty and will be undergraduate, postgraduate or both). The role will have oversight of Assessment Sub-Board practices, review External Examiner reports, and contribute to discussions with external oversight.

Programme approval

All programmes are mapped against the [Framework for Higher Education Qualifications](#) at the point of programme approval. Additionally, programme approval procedures ensure that there is consideration of relevant [Quality Assurance Agency \(QAA\)](#) subject benchmark statements during the development of the programme. Subject benchmarks are also re-visited during the process of programme review. King's makes use of external expertise during the programme approval and review procedures, asking external specialists to review the programme and module documentation to confirm that sector reference points are/continue to be met.

Externally accredited programmes

King's has 64 undergraduate programmes accredited and/or registered by a range of external organisations and professional, statutory and regulatory bodies (PSRB).

Academic Integrity

King's has signed up to the [QAA's Academic Integrity Charter](#). The charter represents the collective commitment of the UK higher education sector to promote academic integrity and take action against academic misconduct.

From 2018/19 to 2020/21, the number of academic misconduct cases reported across the College increased by 35%. Discussions at Assessment Sub-Boards have noted their belief that the context of the Covid-19 pandemic contributed to this increase.

Academic Governance

The academic governance structure at King's is described [here](#).

Within the structure, ASSC is responsible for overseeing the College's assessment process and advising on;

- the strategic development of assessment policy and regulation;
- the level of College compliance with the assessment framework;
- the extent to which assessment policies are transparent, fair impartial, and consistent.

Assessment Boards (ABs) scrutinise faculty, department and programme level award data and report their analysis to ASSC, with consideration of the attainment of BME or disabled students or other groups facing disparities in attainment. All issues identified in the report are discussed and actions assigned. ASSC also considers sector developments relating to assessment and academic standards and revises or develops assessment policy and practice accordingly. Subject level Assessment Sub-Boards (ASBs) scrutinise results

and ratify awards. ASBs do not have discretion when deciding borderline awards, which are calculated according to a set of rules known as the 2% rule.

Where a programme is jointly awarded with a partner institution, the College ensures that there are satisfactory arrangements in place for the assessment of the student's performance whilst attending the partner institution. Regulations and External Examiner oversight are negotiated between the institutions involved, to ensure the academic standards of the programme remain robust.

Degree Algorithm

All undergraduate student awards are calculated using the [degree algorithm \(C-score\)](#). The [new 2022/23 academic regulations](#) stipulate that the undergraduate first year is removed from the degree algorithm. In 2019/20, this was accelerated as part of the Covid-19 mitigation measures and was continued in 2020/21 and 2021/22 before being implemented via the academic regulations in 2022/23. Checks were carried out during summer 2022 to ensure finalists who started their programme in 2019/20 were not disadvantaged by not including the first year marks, and where it was found that the inclusion of the marks would have meant a higher classification, the marks were then included.

Students receive an automatic upgrade to the higher classification if their C-score is within 2% of a higher classification boundary (68/58/48) and where at least 60 credits at level 6 (level 7 for Integrated Masters programmes) or above are in a higher classification, in a minimum of two modules (2% rule).

As part of the Covid-19 mitigation measures, this rule was extended as follows:

- In 2019/20, if a student's final C-score fell into a borderline zone between classifications and the existing rules did not result in an upgrade, an additional 'safety net' provision was put in place to see if the 60 credits required could be found at level 5 or above in a given year. 3.4% of students qualified for an upgrade via this modification;
- In 2020/21, the 2019/20 arrangements were maintained and the upgrade rule was extended to require 45 credits in the higher classification boundary rather than the usual 60 credits. 3.8% of students qualified for an upgrade via this modification.

The following table outlines how these mitigations impacted the 2% rule for award outcomes during the covid-period:

Academic year	% of awards that were upgraded to the higher classification due to the 2% rule
2017/18	10.2
2018/19	10.3
2019/20	12
2020/21	9.8

Teaching Practices and Learning Resources

Supporting teaching practices

In 2017, an education and learning development team ([King's Academy](#)), was established to support all staff in:

- developing curriculum and assessment;
- developing and reflecting on teaching practice and gaining recognition;
- providing learning development opportunities to students;
- building communities, networks and disseminating innovation; *and*
- supporting inquiry into pedagogic scholarship and research.

At the core of this work is the Learning & Teaching Development programme, the GTA Development Programme and the HEA Recognition Scheme. Led by the goals of the Education Strategy, [King's Academy](#) is embedding assessment for learning and active learning at the heart of our teaching practices with a current project of supporting staff with designing Curriculum 2029 and our ambitions for an inclusive education providing research enhanced teaching and service-learning opportunities.

The Centre for Technology Enhanced Learning and King's Online supports staff with digital education and the design of their online programmes.

Learning resources

The [King's Education Strategy 2017–2022](#) makes a commitment to continue investment in formal and informal, innovative, and digitally-enabled learning spaces. Projects include:

- a £47m investment to develop accommodation for a new department of Engineering, which has now been completed for use in 2022/23;
- a clinical skills laboratory at our Denmark Hill campus;
- a £20m development undertaken with the Clinical Research Facility in Denmark Hill, along with King's Health Partners and the Wellcome Trust.

Over the period of this review, the Libraries & Collections Service has;

- introduced a new reading list system with improved operability, accessibility and list analytics, and continued to support academics in the pedagogical design of reading lists;
- expanded the 1-1 literature searching support service, offering both online and in person appointments to students;
- introduced new packages on the College's virtual learning environment (VLE), such as 'Using Archive material and Special Collections material in your studies' and 'Evaluating and Appraising Information Sources';
- increased e-book packages and film streaming services and developed the College's print book collection, with more focus on diversity of resources to support inclusive education.

Identifying good practice and actions

- The [degree algorithm](#) is applied consistently to all students. Marks cannot be changed because of mitigating circumstances or as the result of an appeal.
- The [academic regulations](#) and [appendices](#) are reviewed annually to ensure they remain fair and fit-for-purpose.
- Every undergraduate student is allocated a personal tutor on enrolment and are encouraged to meet them at least once a term. Each faculty also has a senior tutor, who a student can approach if their personal tutor is not available. A review of the personal tutoring system is being undertaken.

- The [What Works Department](#) was established in 2018, following a successful two-year project that demonstrated the power of the behavioural insights and what works approach in driving social mobility and student success at King's.
- The Race Equity & Inclusive Education Fund has awarded £96,386 to over [16 different projects](#) that aim to address racial inequality or create a more inclusive student experience.
- The Student Success Department launched the [Conversations about Race \(CAR\) project](#) in 2019-20. CAR supports faculties to become more aware of students' experiences with race and informs faculty action plans to close the attainment gap. In 2020-21 12 sessions took place with 270 students and staff members.
- The data included in the section 'Institutional Degree Classification Profile' will be revised annually. All other sections will be reviewed every 3 years or if there is a significant change to report.

The Inns of Court College of Advocacy (ICCA) Academic Regulations for use in 2023/24

The ICCA Bar Standards course is validated by King's and leads to the award of a Postgraduate Diploma from King's for their students. A legally binding agreement is in place setting out the mechanisms under which the partnership operates, including the approval of their Academic Regulations on an annual basis by the King's Academic Board via our committee governance structure.

The ICCA academic regulations for use in the 2023/24 academic year were included in the report that the ICCA submitted to King's as part of the annual monitoring process with a meeting held between the representatives of the ICCA and King's on 27 April to discuss the report. The meeting was chaired by the Executive Dean of Education for the Dickson Poon School of Law at which the PG Director and PG Faculty Assessment Board Chair was also in attendance.

It was noted at the meeting that the ICCA had submitted changes to their academic regulations in October 2022 to increase the number of resit attempts from one to two that a student can be permitted to take before failing the course. The changes were approved in December 2022 by the Vice President (Education & Student Success) via Chair's action.

Although no further changes to the ICCA academic regulations are proposed at this stage this may change following the outcome of a student complaint that has now progressed to the Office of Independent Adjudicators (OIA) where it was identified that the validation agreement is slightly at odds with the academic regulations following a query from the OIA into what input King's had had in the student complaint process as King's is the degree awarding body. The changes needed to the academic regulations to provide the necessary clarity to both students and the OIA is currently under discussion between the ICCA, the Dickson Poon School of Law, the Head of Collaborative Provision, and the Associate Director for Student Conduct and Appeals and will be finalised on receiving formal feedback from the OIA relating to the student case.

Where further changes are required to the ICCA academic regulations these will be approved through the usual governance committee route at King's and will be made known to students by the ICCA following final approval from King's.

The ICCA academic regulations are given in Annex 1.



The Inns of
Court College
of Advocacy

Academic Regulations

2023-2024

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Compliance and Scope

- 1 **All of the following are required to comply with the Academic Regulations and Academic Policies of the Inns of Court College of Advocacy (the ICCA).**
 - 1.1 a) Enrolled students (as a condition of continuing enrolment), enrolled on:
 - ◆ The ICCA Bar Course Part One
 - ◆ The ICCA Bar Course Part Two
 - b) Academic Staff
 - c) Professional Services Staff
 - d) External Examiners.
- 1.2 Stakeholders must comply with the regulatory framework in order to: a) avoid putting the ICCA or its validating academic partner King's College London at risk, b) safeguard the quality and standards of the ICCA Bar Course programme and award, c) adhere to principles of natural justice, d) comply with external legislation, e) ensure the quality of the student experience.

Applicable Regulations and Policies

- 2 The ICCA [Academic Regulations and Academic Policies](#) will apply to all students enrolled on the ICCA Bar Course programme. The ICCA Academic Regulations and Policies that are in place at the date of a student's enrolment shall apply to that student until completion of the programme (including until completion of assessment re-sits). In the event of inconsistency between the Academic Regulations and the Academic Policies, the Academic Regulations apply. Amendments to the ICCA Bar Course Academic Regulations will not normally be introduced during an academic year. For these purposes an academic year is the period from 1 September to 31 August of the following year

The ICCA Bar Course

- 3 The ICCA offers teaching and study at postgraduate level, leading to achievement of a pass classification on the ICCA Bar Course and the King's College London Postgraduate Diploma in Bar Practice (PGDip) award at Level 7 of the framework for higher education qualifications of UK degree awarding bodies.

Other ICCA Regulations

- 4 The Academic Regulations of the ICCA are informed by, and comply with, the following:
 - a) principles of good practice
 - b) external legislation
 - c) Office for Students (OfS) requirements
 - d) Professional, Statutory and Regulatory Bodies, including at (e) to (i) below
 - e) the Bar Standards Board (BSB) [Professional Statement](#)
 - f) the BSB [Curriculum and Assessment Strategy](#)
 - g) the BSB [Bar Qualification Manual](#)
 - h) the BSB [Authorisation Framework](#) for Authorised Education and Training Organisations;
 - i) the [BSB Handbook](#) (where relevant in accordance with BSB Bar training and qualification rules).

ICCA Bar Course Admission

5 Students who meet ICCA Bar Course entrance requirements may be admitted to the ICCA.

Fair Admissions Policy

- 5.1 The ICCA is committed to the recruitment of students with the greatest academic ability and potential, irrespective of their social, cultural and economic background. The ICCA is committed to equality in education and applications are considered on their individual merits, based wholly on the information provided by the applicant through the application process.
- 5.2 The ICCA is committed to fair, transparent and consistent admissions practices and aims to offer clear advice and guidance to prospective applicants to enable them to make informed choices.
- 5.3 All applications to the ICCA shall be considered in accordance with the [Fair Admissions Policy](#) which applies to all categories of applicants to the ICCA Bar Course and is intended to provide a central policy to support all procedures involved in selection and admission of students.
- 5.4 An Admissions Appeal Procedure is available for applicants who are unsuccessful in applying for admission to the ICCA Bar Course and who wish to appeal the decision. The Admissions Appeal Procedure is annexed to the Fair Admissions Policy.

Admissions Process

- 5.5 The ICCA currently operates a single admissions selection process. This means that a student offered admission to Part One of the ICCA Bar Course will also be selected for admission to Part Two, subject to successfully passing Part One assessments and meeting admission requirements in accordance with these regulations.

Entrance Qualification and Requirements

- 5.6 The academic admissions requirements are set by the Dean of the ICCA and must be approved by the ICCA Board of Governors. These are in addition to the [mandatory admissions criteria set by the Bar Standards Board](#) (BSB) as the Professional, Statutory and Regulatory Body for the profession.
- 5.7 The ICCA publishes entry criteria on via the [ICCA website](#). The information will be accurate, clear, unambiguous and timely. As such, the ICCA will not alter admissions criteria during the application cycle.
- 5.8 Applications will be assessed against the advertised entry criteria for the ICCA Bar Course.
- 5.9 To be admitted to the ICCA Bar Course (both Part One and Part Two) a student must:
 - a) comply with the admissions process as specified in the Fair Admissions Policy
 - b) satisfy the admission requirements as specified in the Fair Admissions Policy and associated entry criteria
 - c) have satisfactorily demonstrated, taking into account individual circumstances, the skills and intellectual maturity necessary to gain full advantage from the educational experience offered by the ICCA Bar Course
 - d) meet the admissions requirements of the BSB, including but not limited to minimum English language requirements (see 5.10)
 - e) disclose relevant criminal convictions or pending criminal proceedings at enrolment
 - f) have an appropriate visa, where applicable, and have satisfied the requirements of [UK](#)

[Visas and Immigration](#) (UKVI)

- g) comply with the enrolment procedure
 - h) act reasonably and fairly and treat the admissions process in a respectful manner.
- 5.10 The language of instruction is English and all students must be proficient to a minimum standard of [IELTS](#) Level 7.5 in all disciplines or a minimum score of 73 in each part of the [Pearson](#) Test of English (academic). Competency in English to the required standard must be confirmed as part of the admissions process.
- 5.11 If the ICCA considers that any aspect of a student's language ability is not at the required level after they have commenced the course, the ICCA will, as soon as the issue is identified, require the student to:
- a) take one of the language tests above, and
 - b) provide a test certificate certifying that they have achieved the required scores within 28 days.
- 5.12 Certificates issued by an English language test provider verifying the score achieved by a candidate in one of the above tests must be current and valid by reference to the rules of that English language test provider. If the student fails to provide evidence that they have achieved the required scores within 28 days of being asked to do so, the ICCA will require the student to withdraw from the ICCA Bar Course. The ICCA will consider an application by such a student for readmission to the ICCA Bar Course at a later stage if satisfied of the student's English language proficiency, provided that the student has not exceeded the maximum period of registration for the course.
- 5.13 Students are required to provide proof of all entry qualifications. This documentation must be verified by the ICCA. All offers of study to the ICCA are conditional on the provision of proof to the satisfaction of the ICCA.
- 5.14 A student is liable for exclusion from the ICCA Bar Course if:
- a) they do not comply with any reasonable request to provide such proof
 - b) they make a false claim in respect of application for admission
 - c) they present false or fraudulent evidence of qualifications
 - d) they engage another person to impersonate them; or
 - e) they impersonate another person in connection with an application for admission or in providing evidence of qualifications.
- 5.15 In accordance with the ICCA student disciplinary processes, as contained in the ICCA [Student Conduct Policy](#), the ICCA shall report any such behaviour to the relevant Inn of Court to enable the Inn to assess whether the candidate is a fit and proper person to be called to the Bar.
- 5.16 For recognition of prior learning and experience see 7.
- 5.17 In order to be allowed to enrol onto Part Two of the ICCA Bar Course students must additionally comply with the further requirement to have joined an Inn of Court (see 6, below) and must satisfy the progression requirements at 13.2 and 13.4, below.

ICCA Bar Course Deferrals

- 5.18 Applicants who have been offered admission to the ICCA Bar Course may, prior to enrolment, apply for deferral of their places for a period of up to one year from the specified date of commencement of Part One. Deferral applications shall be made and considered in line with the Fair Admissions Policy.

5.19 The ICCA recognises that circumstances may arise after acceptance of an offer of admission which prevent, for good reason, students from commencing or continuing Parts One or Two when required and applications for Interruption of Studies will be considered on an individual basis in accordance with the Interruption of Studies procedure.

5.20 Students who are required to obtain a visa in order to undertake Part Two of the Bar Course should be aware that [visa regulations](#) may restrict their ability to defer their place on Part Two of the course. It is the responsibility of all students to ensure that they have the necessary permission to study in the UK before commencing Part Two of the ICCA Bar Course and/or before making an application to defer their place on the course.

Admission to an Inn of Court

6 Before enrolling on Part Two of the ICCA Bar Course, a student must be a student member of an Inn of Court.

6.1 It is a condition of enrolment onto Part Two of the ICCA Bar Course that students join an Inn of Court.

6.2 Applications must be made to the Inns (not to the ICCA) no later than 3 months prior to starting Part Two. Where a student has reason to believe that their application for Inn membership may not be straightforward (e.g. where they have a disciplinary offence or criminal conviction that they are under a duty to declare), the student is strongly advised to allow for the extra time that consideration of their case may take and apply to the Inn well in advance of the deadline. BSB Regulations on joining an Inn of Court are contained in the Bar Qualification Rules in Part 4 of the BSB Handbook, section B2.

6.3 Where membership of an Inn is withdrawn for disciplinary or other reasons then the student must withdraw from the ICCA Bar Course with immediate effect, in accordance with the ICCA [Student Conduct Policy](#).

6.4 Admission of a student to the ICCA does not afford to that student membership to an Inn of Court. Student membership of an Inn is distinct from admission as a student to the ICCA Bar Course.

6.5 Admission of a student to the ICCA does not afford to that student any preferential treatment by the Inns whatsoever, including as to Call to the Bar and to the provision of any awards and/or scholarships by the Inns.

Recognition of Prior Learning and Experience

7 The ICCA will consider applications for Recognition of Prior Learning (RPL) and/or Recognition of Prior Experience (RPE) as part of the Admissions Process.

7.1 RPL is the process whereby students can be given credit on the ICCA Bar Course for previous learning. RPE is the process whereby students can be given credit on the ICCA Bar Course for previous experience.

7.2 All applications for RPL and/or RPE shall be considered as part of the application process in accordance with the ICCA Bar Course [Recognition of Prior Learning and Prior Experience Policy](#) which applies to all categories of applicants to the ICCA Bar Course.

Enrolment

8 Deadlines for enrolment on the ICCA Bar Course must be met. Enrolment beyond these deadlines is at the discretion of the ICCA.

- 8.1 Enrolment includes fulfilling the academic and regulatory requirements relating to the Bar Professional Training Course as specified in the Fair Admissions Policy and the Entrance Criteria.

Part One Enrolment

- 8.2 Each student is required to enrol on Part One of the ICCA Bar Course. Enrolment for Part One is via an online portal. Access details and enrolment dates will be provided to each student in their notification of offer of admission to the ICCA Bar Course (offer notification).
- 8.3 Completion of online enrolment and ID verification must take place on the appointed enrolment date(s) specified in a student's offer notification.
- 8.4 Part One of the ICCA Bar Course is an online learning and study programme requiring neither physical attendance nor any specific geographical location for access to teaching and study materials.
- 8.5 To achieve success on Part One of the ICCA Bar Course students are expected to undertake 400 hours of learning. This includes not only online learning hours, but also preparation for these, private reading and study, and the completion of formative assessment tasks and revision.
- 8.6 Students will receive a recommended pace and programme of study for Part One to assist with planning individual progression.

Part Two Enrolment

- 8.7 Enrolment for Part Two of the ICCA Bar Course will take place in person at the designated premises of the ICCA. Enrolment dates and details will be provided to each student upon successful completion of Part One of the ICCA Bar Course.
- 8.8 Completion of online enrolment and ID verification must take place on the appointed enrolment date(s) specified in a notification to the student. Enrolment will typically take place during the induction week at the commencement of Part Two of the ICCA Bar Course.
- 8.9 Part Two of the ICCA Bar Course is a full-time learning and study programme. Students cannot enrol for part-time study on Part Two of the ICCA Bar Course.
- 8.10 To achieve success on Part Two of the ICCA Bar Course students are expected to undertake a further 800 hours of learning following the successful completion of 400 hours of learning from Part One. This includes all blended learning hours, preparation for small group sessions, private reading and study, and the completion of formative and summative assessment tasks and revision.
- 8.11 Enrolment on Part Two is not permitted unless Part One of the ICCA Bar Course has been successfully completed in accordance with these Regulations or the ICCA has approved an application for Recognition of Prior Learning and/or Recognition of Prior Experience towards Part One and offered admission to Part Two of the ICCA Bar Course.
- 8.12 Enrolment on Part Two requires clearance of any financial debts to the ICCA.

Concurrent Enrolment with another Authorised Education and Training Organisation (AETO)

- 8.13 Enrolment onto Part One or Part Two of the ICCA Bar Course is not permitted to any student concurrently enrolled on an equivalent course providing the vocational component of Bar Training with another AETO.

Concurrent Enrolment with the ICCA

8.14 No student may enrol concurrently on both Part One and Part Two of the ICCA Bar Course unless that student has been permitted to progress onto Part Two before completing Part One in the circumstances set out at 13.3 of these Regulations.

Contact Details for All Students

8.15 The primary email address for all registered students shall be the ICCA email address issued at enrolment. Students are responsible for ensuring that they regularly check their ICCA email account.

8.16 It is the responsibility of all students to keep the ICCA informed of their current home and term-time address at all times.

8.17 All correspondence sent to students by the ICCA using the contact details on their record shall be deemed to have been received by the student concerned, unless proof of non-delivery is subsequently provided.

Attendance and Progression Monitoring

9 Students must meet the attendance requirements of the ICCA Bar Course. There is no physical attendance on Part One of the ICCA Bar Course, save for summative assessments.

9.1 As an online learning and study programme, Part One of the ICCA Bar Course does not require or allow for physical attendance at the ICCA's learning and teaching facilities. In certain circumstances, the ICCA may permit a student to sit the Part One assessments remotely using computer based technology (CBT). If the ICCA is unable to do this, or a student does not want to sit using CBT, the student will be required to sit the Part One assessment face-to-face at an approved assessment centre. The ICCA will arrange for the hosting of centralised assessments at a number of locations in the United Kingdom, depending on need. Any application by a student to sit the centralised assessments at an overseas location will be considered on the merits of the individual application.

Part Two Attendance Requirements

9.2 Part Two of the ICCA Bar Course is a full-time learning and study programme requiring student attendance at ICCA designated teaching facilities in London, United Kingdom. Students must attend Large Group Sessions, Small Group Sessions, formative and summative assessments and any such other Bar Course-related activities as required in the programme and module specification and individual student timetables. Part Two assessments will be taken by students in London and cannot be taken overseas.

9.3 The minimum attendance requirement on Part Two of the ICCA Bar Course is 80% of **compulsory** teaching and learning sessions (timetabled Large Group Sessions and Small Group Sessions). Students whose attendance falls below this attendance requirement are ineligible for summative assessment.

9.4 A student will be marked as absent from a **compulsory** teaching and learning sessions if they are more than 15 minutes late for that session, or leave without the Tutor's approval before its scheduled completion. Tutors may also mark a student as having been absent from a **compulsory** teaching and learning sessions if the student has not adequately prepared for or participated in that session.

Absence from Part Two of the ICCA Bar Course

9.5 Part Two students who are absent from classes or formative assessments or any required

activity must report the absence to the ICCA in accordance the absence notification requirements on the ICCA Virtual Learning Environment (VLE) and in the ICCA Student Handbook.

Absence from Summative Assessments on Parts One and Two of the ICCA Bar Course

9.6 Students who are absent from a summative assessment or unable to meet a summative assessment deadline due to illness or other good reason must comply with the [Mitigating Circumstances Procedure](#). Failure to attend or submit summative assessment will result in a mark of zero being recorded.

Progression Monitoring

9.7 Throughout the ICCA Bar Course, the ICCA employs student progress systems to monitor both academic progress and achievement of Professional Statement competences and to indicate at an early stage when students are at risk of failing to meet learning outcomes and competences through poor performance or attendance.

9.8 Students perceived to be failing to meet intended learning outcomes and competences will be contacted, in the first instance, by their Personal Tutor. Where the student's progress continues to be a cause for concern the ICCA Bar Course Leader will implement the procedures set out in the ICCA [Student Attendance and Engagement Policy](#).

Periods of Registration and Interruption

10 Part Two of the ICCA Bar Course shall be a continuous period of study unless an interruption has been permitted and students must adhere to the requirements of minimum and maximum periods of registration following commencement of Part One.

Interruption of Studies

10.1 Students may apply for an Interruption of Studies on grounds of illness or other adequate cause, provided that any one period of interruption does not exceed one year and that the total duration of the student's programme of study (encompassing Part one and Part Two of the ICCA Bar Course), including any interruption, does not exceed the maximum permissible period specified for the award. The Interruption of Studies procedure is accessible to students via the ICCA Virtual Learning Environment (VLE) and in the ICCA Student Handbook.

10.2 Part Two students who are required to obtain a visa in order to undertake Part Two of the ICCA Bar Course should be aware that [visa requirements](#) may restrict their ability to return to the course if they interrupt their studies following enrolment on Part Two. It is the student's responsibility to ensure that they have any necessary permission to study in the UK before arranging to recommence Part Two of the ICCA Bar Course after a period of interruption.

ICCA Maximum Registration Period

10.3 When a student commences the ICCA Bar Course their anticipated completion date is within that same academic year. For these purposes an academic year comprises the cycle of first sit assessments on Part One and Part Two and referred or deferred assessments immediately following such first sit assessments. The ICCA requires that the ICCA Bar Course must normally be completed within a maximum of three years from commencement of Part One.

10.4 For students on Part Two who have documented mitigating circumstances that have been accepted through the ICCA's usual Mitigating Circumstances or Interruption of Studies

procedures, and who are still within the maximum number of sittings permitted, the ICCA maximum time limit may be exceeded at the discretion of the ICCA Bar Course Leader to the next available sitting only.

10.5 In exceptional circumstances, students who are unable to commence Part Two at the final opportunity which would enable them to complete the ICCA Bar Course within the three-year time limit may apply for this to be exceeded at the discretion of the ICCA Bar Course Leader.

10.6 The Bar Standards Board requires that all candidates studying the Vocational Component must pass assessments in all subjects within five years of the date of enrolment in order to be called to the Bar. The ICCA Bar Course Leader cannot use his or her discretion under 10.3, above, to extend the ICCA maximum time limit beyond this five-year period.

Maximum period between Parts One and Part Two

10.7 A student who achieves success in Part One of the ICCA Bar Course shall not be permitted to commence Part Two of the ICCA Bar Course unless they are able to complete Part Two within the maximum time limit of three years from commencement of Part One as referred to at 10.3, above. For this reason, a student wishing to proceed to Part Two must nominate a Part Two commencement date to enable completion of the ICCA Bar Course within this time limit.

Transfer of Registration

11 **Students may transfer registration to another AETO under certain conditions.**

11.1 Transferring registration to a Bar Vocational Training Course provided by another AETO is permissible, with the agreement of the ICCA and the other AETO involved, where there are good academic grounds in support of the transfer or other good cause.

ICCA Bar Course Module Specification and Credit Levels and Values

12 The ICCA Bar Course is required to have a published module specification, a credit level and credit value.

Credit Levels and Values

12.1 The ICCA Bar Course will be assigned to Level 7 of [the framework for higher education qualifications of UK degree awarding bodies](#) by the ICCA and its validating academic partner King's College London.

12.2 The ICCA Bar Course is a Level 7 Programme of 120 credits leading to the award of Postgraduate Diploma in Bar Practice (PGDip) from King's College London.

12.3 The ICCA Bar Course comprises 40 credits at Level 7 for Part One and 80 credits at Level 7 for Part Two. The credit volume structure for the Part Two modules is in multiples of 2, ranging from 10 to 14 credits for each Part Two module.

Programme Specification and Credits

12.4 The ICCA Bar Course has a programme specification which is approved by the ICCA and King's College London as part of the programme approval procedure and updated on an annual basis.

12.5 The programme specification will indicate the combination of modules that the student will have to take and pass and at what level (the credit tariff) in order to satisfy the examiners of

the award.

- 12.6 The programme specification will also indicate any additional non-credit requirements necessary to meet the requirements for award.
- 12.7 The ICCA Bar Course must comply with the criteria established by the ICCA Education Committee and all questions related to the modification of programmes of study shall be referred to the Education Committee.
- 12.8 Amendments to the ICCA Bar Course Academic Regulations will not normally be introduced during an academic year. For these purposes an academic year is the period from 1 September to 31 August of the following year. Unless otherwise published, programme regulations are contained within programme specifications published on the ICCA website and/or VLE.
- 12.9 The ICCA Bar Course and its associated modules and regulations must be approved by the ICCA in accordance with the procedures agreed by the Board of Governors and/or its sub-committees and must conform to the criteria established for the ICCA Bar Course programme of study before the programme may be offered. The regulations for the programme of study must specify which, if any, modules or combinations of modules must be passed before a student is eligible for the award.
- 12.10 The regulations for each programme of study shall specify the duration of the programme and shall also specify the minimum period of study for the award and the maximum period for which credit for the award may be counted. The period of study shall normally be continuous unless the otherwise permitted in accordance with these regulations.

Equality and Diversity

- 12.11 The ICCA will have due regard to its duties under the Equality Act 2010 and conduct equality impact assessments before making major changes to any programmes. The ICCA ensures that students and staff are aware of the [Equality and Diversity Policy](#) which will be published on the ICCA website/VLE and available from the ICCA administrative office.
- 12.12 The principles of equality and diversity are embedded in admissions processes, course design and delivery, and staff are provided with appropriate equality and diversity and/or cultural awareness training. The ICCA will use its own and BSB data on student performance to identify any equality and diversity issues to be explored.

Progression Requirements

- 13 Minimum progression requirements apply to progress from Part One to Part Two of the ICCA Bar Course.
- 13.1 The progression requirements for the ICCA Bar Course will be listed in the programme specification.
- 13.2 The usual minimum progression requirements to enable a student to progress from Part One to Part Two of the ICCA Bar Course is 40 credits at Level 7 on Part One (which shall be achieved on successful completion of all Part One assessments at the first, second or third sit) such credits to be transferred towards the final award of Postgraduate Diploma in Bar Practice (PGDip) by King's College London and recognised as prior learning by King's College London as the ICCA's validating academic partner.
- 13.3 In exceptional circumstances, the Dean of the ICCA may recommend to the ICCA Examinations Board that a student be permitted to progress onto Part Two of the ICCA Bar Course before they have successfully completed all Part One assessments. If the Examinations Board permits a student to progress in those circumstances, the student will be expected to successfully complete any outstanding Part One assessments at the next available sitting

(excluding any sitting discounted due to a successful application to defer by reason of mitigating circumstances). Failure to do so may result in the student's registration being terminated under regulation 53 of these academic regulations.

13.4 The BSB sets the standard for the pass mark for the centralised assessments, details about which can be accessed via the BSB website pertaining to centralised assessments, marking and results.

13.5 Progression to Part Two is subject to time limits for the purpose of preventing students progressing to the pupillage or work-based learning component of Bar training (usually fulfilled by pupillage) with stale or outdated knowledge (see 10).

Awarding of credit

14 To be awarded credit, the whole module must be passed.

14.1 In order to complete and gain credit for the modules on Part One of the ICCA Bar Course a student must pass to the standard prescribed by the BSB, the corresponding assessments for those modules. In order to complete a module and gain credit for that module on Part Two of the ICCA Bar Course a student must undertake the prescribed period of study and pass all module assessments to the standard prescribed by the ICCA, and satisfy any other conditions which may be set out by the ICCA.

14.2 Credits for individual modules on the ICCA Bar Course shall be set out in the Programme and Module Specification. Credit for a module cannot be divided.

Fee Payment Terms and Conditions

15 Fees are payable in accordance with these Regulations and those fees applicable to Parts One and Two as published on the ICCA website. The timely payment of the correct fees is the responsibility of the student.

Setting and Publication of Tuition Fees

15.1 Fees are set, reviewed and published by the Finance and Operations Committee of the ICCA. The ICCA reserves the right to increase Course fees annually, to reflect changes in the cost of delivering the programme and any changes to regulatory costs. Fees and payment instructions will be published in the online prospectus and will be included in the offer letter to each student.

Deposits

15.2 No deposit is payable by any student who accepts an offer of admission to the ICCA Bar Course.

Part One Fees

15.3 The fee for Part One of the ICCA Bar Course shall be payable on enrolment in accordance with the enrolment instructions published on the ICCA website.

Part Two Fees

15.4 There shall be no fee payable for Part Two of the ICCA Bar Course until the successful completion of Part One.

15.5 A student who discontinues the ICCA Bar Course during Part One or following completion of Part One, either due to failing Part One or otherwise choosing not to continue to Part Two, shall not be liable for Part Two fees.

15.6 The fee for Part Two of the ICCA Bar Course shall be payable either in full on enrolment or in equal instalments in accordance with the enrolment instructions as published on the ICCA website. Payment for Part Two of the ICCA Bar Course is as follows:

- a) Payment in full on enrolment; or
- b) 50% at enrolment and the balancing 50% of the fee at the mid-way point of the Part Two course; or
- c) 25% at enrolment and the balance of the fee in three equal instalments of 25% at monthly intervals thereafter.

No additional fees or interest will be incurred by those who prefer to stagger the payment of their fees.

Cancellation and Refunds

15.7 Part One Students have a right to cancel their registration on Part One within 14 days of enrolment. A student's right to cancel is in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and permits a student a 'cooling off' period of 14 days to make a decision as to whether or not they wish to proceed with Part One of the ICCA Bar Course. A student who wishes to cancel must contact the ICCA Finance Department within 14 days of enrolment in accordance with the information on the ICCA website Part One enrolment pages. Following cancellation in accordance with these Regulations and the instructions on the ICCA website, the ICCA will cancel registration and refund the Part One Course fees within 14 days.

15.8 In the event of cancellation in accordance with 15.7, the ICCA shall not be responsible for any additional costs incurred by the student (see 15.26).

15.9 The ICCA shall allow for fee refunds on Part Two of the ICCA Bar Course as follows:

- a) If a student has paid the entirety of the Part Two fee on enrolment but chooses to discontinue their studies before the mid-point of the course (which shall be the final weekday of the tenth week of Part Two of the ICCA Bar Course), they will be refunded 50% of their fees.
- b) A student who has chosen to pay their fees in instalments as provided for in 15.6 (b) or (c), above, but chooses to discontinue their studies before the mid-point of the course will be liable for the first 50% of their fees but will not be liable for the balancing 50% of the Part Two fee. No refund shall be available to any such student who withdraws from the course after the mid-point (i.e. the final weekday of the tenth week of Part Two of the ICCA Bar Course).

15.10 No refunds shall be payable to students after enrolment on Part One after the statutory 14-day 'cooling off' period referred to at 15.7, whether or not the student successfully completes Part One.

15.11 A student whose registration is terminated in accordance with these regulations through misconduct or otherwise shall not be entitled to any refund of fees.

Awards and Financial Hardship

15.12 The ICCA does not offer scholarships but does operate a Hardship Fund. Students experiencing difficulty in meeting fees due to financial hardship, or otherwise, must contact the ICCA Registry Services Manager as soon as possible and any application for financial assistance will be considered on a case-by-case basis.

Interest and Collection Charges for Unpaid Fees

15.13 The ICCA reserves the right to charge interest at the Bank of England base rate, to pass on commission fees incurred as a result of instructing a third-party collection agent and to take legal action, through the courts, to recover any outstanding debts. For the avoidance of doubt, suspensions and cancellation of registration related to debt will only be imposed for the non-payment of debts for tuition fees or tuition-related fees.

Payments by Cheque

15.14 All cheques must be made payable to the Council of the Inns of Court. The ICCA reserves the right to charge an administration fee in respect of dishonoured cheques.

Outstanding Fees

15.15 A student who has not settled all outstanding debts for tuition or tuition-related fees will be sent a notification of impending suspension and given 14 days to make full payment. With immediate effect:

- a) access to the VLE will be restricted
- b) coursework/assessment results will not be ratified by the Examinations Board
- c) coursework/assessment results (including individual module marks; ICCA Bar Course classification; King's College London PGDip award) will not be released to the student and such results will not be released to any third party, including the Inns
- d) the student will not be permitted to graduate or re-enrol.

15.16 Until such time as they are formally suspended, a student, who has received a notification of impending suspension, will be required to sit assessments/submit coursework but will not have indicative or formative assessment marks released, nor have the marks for any assessment taken ratified by the Examinations Board.

15.17 A student who fails to make payment within the 14 days of the notification of impending suspension will be sent a letter by the ICCA informing them that they have been formally suspended. In addition to the above restrictions, the act of suspension from the ICCA means a total prohibition on attendance at or access to the ICCA, including its teaching facilities and the student:

- a) will not be permitted to sit assessments/submit coursework
- b) will not be permitted to use computing facilities or services
- c) will not be permitted to attend classes
- d) will not be permitted to access Student Records.

15.18 A student who misses an assessment deadline as a result of suspension under the above will not be considered to have attempted that assessment. Students who subsequently have their suspension lifted will be permitted to sit the assessment at the next available opportunity without further penalty.

15.19 Where a student misses a coursework deadline as a result of suspension but subsequently has their suspension lifted, the ICCA shall exercise its discretion to determine the most reasonable course of action to enable the student to proceed with their studies.

15.20 Any period of suspension where the suspension is subsequently lifted will not count towards the student's period of registration for the purposes of 10.2 of these Regulations (Maximum Period of Registration) but such a period of suspension will count towards the Bar Standards Board's longstop period of five years in which students are required to pass assessments in all modules in order to be called to the Bar (see 10.4).

- 15.21 Students who take an assessment and/or submit coursework but are subsequently suspended will not have their marks released nor their marks ratified in accordance with the above. Should the student subsequently have their suspension lifted, their marks will be released, and consideration of their results should follow as soon as possible (including by Chair's action if no meeting of the Examinations Board is scheduled to take place within a reasonable timeframe), unless the student's registration has been cancelled as below.
- 15.22 A student who is suspended under the above may have their ICCA registration cancelled after 14 days' written notice. They will have an opportunity to discuss any unpaid charges with a member of the Finance Department of the ICCA.
- 15.23 Students whose registration is cancelled under the above remain liable for payment of fees owing. Students who subsequently pay the outstanding sums must re-apply to re-enrol on the ICCA Bar Course. Acceptance on to the programme and accreditation of previous study will be subject to the admissions requirements of the ICCA applicable at the time of re-application.
- 15.24 A student who withdraws or interrupts from the programme may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the sum owing within 14 days of the date of invoice.
- 15.25 Students who have not settled all outstanding debts for tuition or tuition-related fees shall not have results released to them (including individual module marks; ICCA Bar Course classification; King's College London PGDip award), nor will any such results shall be released to any third party, including the Inns of Court.

Fees for Students following a period of deferral, suspension or interruption of studies

- 15.26 Students who defer enrolment onto the ICCA Bar Course shall be charged the usual fee applicable to that cycle of students at the time of enrolment.
- 15.27 Enrolled students who return to the ICCA Bar Course following a period of suspension shall be charged pro rata the usual fee applicable to that cycle of students they return to.
- 15.28 Students who interrupt their studies on the ICCA Bar Course may, at the discretion of the ICCA, be charged pro rata the usual fee as applicable to that cycle of students they re-join.
- 15.29 The usual fee will be the published fee as applicable to that cycle.

Additional Costs for Students

- 15.30 In addition to the ICCA course fees applicable to Part One, students admitted to Part One of the ICCA Bar Course are responsible for:
- a) the cost of the Bar Course Aptitude Test (BCAT)
 - b) Costs associated with joining an Inn as a student member, Inns' Qualifying Sessions and activities specifically organised by the Inns.
- 15.31 The BCAT is required by the BSB for Admission to the ICCA Bar Course (see the Entry Criteria for details) and is administered by the BSB and not the ICCA.
- 15.32 Student membership of an Inn is distinct from admission as a student to the ICCA Bar Course. All costs associated with Inn membership, call to the Bar, Qualifying Sessions and other activities of the Inns (not specifically included within the ICCA Bar Course) shall be the responsibility of the student and not of the ICCA.

ICCA Calendar

- 16 The ICCA Bar Course runs in two independent cycles commencing in August and January of each year.
- 16.1 The ICCA Bar Course cycles for each student cohort are as follows:
- a) Cycle 1 - Part One September; Part Two March of the following year
 - b) Cycle 2 - Part One January; Part Two September
- 16.2 A timetable and study planner for each student cohort shall be accessible on the ICCA website and/or VLE.

Learning and Teaching Facilities

- 17 The ICCA will ensure that its learning and teaching facilities are appropriate to achieve the outcomes necessary to the ICCA Bar Course and the level of the award. The ICCA Bar Course is validated by King's College London, however, ICCA students are not registered as students of King's College London and are not entitled to use any services or facilities of King's College London other than where specifically stated in these Academic Regulations or associated Policies.

ICCA Bar Course Part Two Staffing

- 17.1 The ICCA is committed to providing a high-quality learning and teaching experience to all students and shall ensure that staff are employed on all academic and administrative tasks sufficient to enable them to achieve those learning outcomes in the programme and module specification.
- 17.2 All staff will be qualified to perform their role and will keep up-to-date with areas of professional development relevant to their role, in line with the staff development policy of the ICCA. Such CPD includes subject matter expertise, student well-being and equality and diversity training. The ICCA has a [Teaching and Learning Strategy](#) (T&LS) which sets out the ICCA's initiatives and Guiding Principles.

Class sizes

- 17.3 The size of taught groups on Part Two of the ICCA Bar Course will be appropriate to the skills session being taught and the type of activity involved. The ICCA will teach in small groups, usually comprising no more than 6 students, for the teaching of advocacy and conference skills where interaction with every student in the group is fundamental to delivery and individual feedback is part of the session. The ICCA will teach in larger groups, usually comprising no more than 12 students, for Opinion Writing and Drafting skills courses which are better suited for delivery of knowledge and demonstrations but where interaction is more limited.

Virtual Learning Environment

17.4 The ICCA will employ a virtual learning environment (VLE) for all Bar Course students appropriate for delivery of the programme module information and skills. All teaching on Part One of the ICCA Bar Course will be via the VLE. Part Two students will have access to the VLE to gain access to teaching and study materials other than provided in taught classes other activities.

ICCA Bar Course Administration and IT

17.5 The ICCA has a dedicated Registry Services Team to support ICCA Bar Course students.

17.6 The ICCA provides technical IT support to staff. Students are expected to use their own IT. Where IT systems and internet access are used within the Inns' libraries or other study space, support is available through the Inns' IT departments. Students with specific accessibility requirements will be dealt with on a case-by-case basis and software and hardware support may be made available. An online and telephone helpdesk will be available to support VLE users.

Library and Legal Research Facilities

17.7 Students who are student members of an Inn may normally use the library facilities of the Inns. The ICCA does not otherwise provide library facilities to Part One students.

17.8 The ICCA provides access via the VLE, to online library and research facilities for Part Two students.

Teaching Accommodation and Facilities

ICCA Bar Course Part One

17.9 Part One of the ICCA Bar Course is an online course of study designed to enable students to achieve those learning outcomes and competences in the programme and module specification of Part One without an attendance requirement.

17.10 Part One students shall be provided access to a Virtual Learning Environment (VLE) and to such other online facilities as deemed appropriate by the ICCA to enable students to achieve those learning outcomes and competences in the programme and module specification of Part One.

ICCA Bar Course Part Two

17.11 Part Two students will have access to a VLE and to teaching accommodation and facilities appropriate to enable students to achieve those learning outcomes and competences in the programme and module specification of Part Two.

17.12 The ICCA has teaching spaces appropriate for the Bar Course including:

- a) appropriate acoustics and sight lines for the purpose of teaching those skills within the Part Two programme and module specification
- b) audio and video recording equipment for skills sessions to be recorded and made available to students outside of classroom sessions
- c) facilities to display learning and teaching materials to enhance the student experience.

Personal Tutors, Pastoral support and Counselling Services

17.13 Students on Part One of the ICCA Bar Course will be allocated a designated Personal Tutor to provide pastoral support and guidance. Students on Part Two of the ICCA Bar Course will be allocated a designated Personal Tutor to provide pastoral support and academic advice on issues including:

- a) study skills
- b) assessments technique

- c) contacting staff
- d) withdrawal and deferral
- e) appeals.

17.14 Counselling services and information about how to access them will be available to each student via the ICCA website and/or VLE. Students may also contact their designated Personal Tutor to receive information on how to access these services. The ICCA will provide a clear referral process. Students should refer to the Wellbeing section of the ICCA Student Handbook.

Support for Students with a Disability

- 17.15 The ICCA will make all reasonable adjustments to accommodate students with a disability.
- 17.16 The ICCA will provide clear and accessible procedures to identify and evaluate support requirements for any student with a disability. Further details are contained within the enrolment sections on the ICCA website/VLE and in the ICCA Student Handbook.

Learning Support

- 17.17 The ICCA will accommodate and assist students with learning support needs to provide an environment that gives all students an equal opportunity for learning and studying at the ICCA.
- 17.18 Students with a diagnosed Specific Learning Difficulty (SpLD) or a medical condition (including mental health), that may affect learning and studying at the ICCA, can apply for learning and studying support by way of an Inclusion Plan in accordance with information published in the ICCA Bar Course [Student Handbook](#).
- 17.19 Students may also apply for Personalised Assessments Arrangements (PAA) to assist with summative assessments at the ICCA (see 34 below) in accordance with the Personalised Assessments Arrangements Procedure.

Careers Advice and Pro Bono Opportunities

- 17.20 The ICCA will provide students with a Careers Service, including guidance on pupillage applications and interviews, pursuing a career at the Bar, and alternative career choices where transferable skills from the ICCA Bar Course are identified. This service will be available to all students for the entire period during which they are enrolled as a student on the ICCA Bar Course. Students who complete Part Two of the ICCA Bar Course will also be able to access the ICCA Careers service for a period of one year after the termination of their studies at the ICCA, subject to availability of the Careers Advisers, irrespective of
- whether they passed or failed the Bar Course. Details of the careers services available are contained in the ICCA Student Handbook and on the ICCA website and/or VLE.
- 17.21 The ICCA will provide students with information about opportunities for undertaking Pro Bono activities, including the value of these activities in enhancing their vocational development and employability.

Prayer Facilities

- 17.22 Students on Part Two of the ICCA Bar Course may use the designated facilities at their Inn of Court for private prayer or request the use of a private room at the ICCA Hub on 33 Chancery Lane.

Destinations Data

- 17.23 The ICCA will use best endeavours to collect meaningful destinations data from graduates for up to five years after graduation and encourages former students to provide such data.

Assessment

- 18 The purpose of assessment is to allow candidates to demonstrate the Competences set out in the

Professional Statement.

18.1 The course contains two types of assessment: formative and summative.

- > Formative assessment is employed for student development and does not count towards the final mark or classification. The ICCA is responsible for setting and marking formative assessments and shall give feedback to enable student improvement and progression.
- > Summative assessments shall all count towards the final mark and classification awarded on the ICCA Bar Course and the award of the King's College London - Postgraduate Diploma in Bar Practice.

18.2 Each summative assessment will be preceded by at least one formative assessment on which students must receive individual tutor feedback.

18.3 It will be clearly communicated to students which assessments are formative and which are summative.

18.4 Unless otherwise specified, references to assessments below are to summative assessments.

18.5 Students are normally required to complete the ICCA Bar Course within the ICCA maximum registration period of three years (see 10.3, above). Students must, in any event, meet the requirement set by the Bar Standards Board that candidates studying the vocational component must pass assessments in all subjects within five years of the date of enrolment in order to be called to the Bar (see 10.4, above).

18.6 Assessment regulations will conform to the BSB assessment framework. All assessment will be conducted in accordance with the QAA UK Quality Code for Higher Education.

Register of Students

19 Students registered for assessments are expected to be present or submit on the dates specified. Failure to do so may result in a mark of zero.

19.1 The ICCA shall maintain an accurate record of enrolled students eligible to take assessments.

Assessment Timetables

20 The timetables for the assessments in Part One and Part Two shall be published by the ICCA for each cohort at the commencement of their studies.

20.1 Part One assessments are BSB Central Examination Board (CEB) centralised assessments, the dates for which are set in advance by the BSB and not by the ICCA. The BSB will prescribe the number of available sittings in each year.

20.2 All assessments in Part Two of the ICCA Bar Course will have dates and deadlines determined by the ICCA.

20.3 Assessment dates set by the ICCA will not be indirectly discriminatory and will avoid, wherever possible, clashing with significant religious holidays.

Assessment Setting, Marking and Moderation

21 The ICCA shall maintain clear and transparent processes for the setting, marking and moderation of assessments on Part Two of the ICCA Bar Course. Details can be found in the ICCA [Assessment Setting, Marking and Moderation Policy](#).

Part One Assessments

21.1 All assessments in Part One of the ICCA Bar Course are centralised assessments. These assessments are set on behalf of the BSB by the Central Examination Board (CEB). The CEB comprises a Chair, teams of examiners (a Chief Examiner and Assistant Chief Examiners for each knowledge area), and senior staff from the BSB. The Chair and the examiners contribute a mix of both academic and practitioner experience. Psychometric and assessment experts support the work

of the CEB. The work of the CEB is subject to oversight by an independent observer. The ICCA takes no part in the setting or marking of centralised assessments.

Part Two Assessments

21.2 The setting, marking and moderation of assessments by the ICCA on Part Two of the ICCA Bar Course shall be conducted in accordance with the ICCA Assessment Setting, Marking and Moderation Policy and associated procedures.

21.3 The Assessment Setting, Marking and Moderation Policy shall be reviewed annually. Any amendments to the policy must be approved by the ICCA Education Committee.

Module Assessment Methods

22 Modules are assessed by those methods appropriate to the level as set out in the programme and module specification and in accordance with the BSB examination regulatory framework.

Assessment Component Requirements

23 The assessment requirements and weighting of each component of the ICCA Bar Course shall conform to regulatory requirements and are set out in the programme and module specification, available on the ICCA website and/or VLE. To pass the ICCA Bar Course and achieve the King's College London Postgraduate Diploma award students must pass every assessment.

No Credit Across Modules

23.1 The ICCA does not permit marks gained in one ICCA Bar Course module to be credited towards marks in another module.

No Compensation for Failure

23.2 Under no circumstances may a student's overall performance on the course compensate for partial failure in a module assessment for the ICCA Bar Course. All components of the course must be taken and passed to the requisite standard.

Confidentiality of Assessment Papers

24 Examiners shall preserve the confidentiality of unseen assessment papers until taken by students.

24.1 Disclosure of questions in advance of an unseen assessments is an offence and may lead to action being taken under the disciplinary procedures of the ICCA.

24.2 Examiners are required to preserve the confidentiality of any individual questions that are intended to be used, or reused, for assessment.

24.3 Individual programme regulations may prescribe conditions for assessment where prior disclosure of questions is applicable. In such cases the question papers must be made available to students at the same time.

24.4 Examiners will ensure that information relating to assessment is held securely in accordance with relevant ICCA policies and procedures in relation to the processing of personal data.

Identification of Students

25 The identity of students shall be withheld from all examiners of written summative assessments in so far as is practicable until the complete marking process has been conducted.

25.1 Members of the ICCA Examinations Board and ICCA Education Committee shall have the right to see the scripts and any other assessed work, including coursework, of any student on an ICCA Bar Course Part Two module.

Assessment Scripts, Recordings, Answers and Marking Material

26 ICCA Bar Course Part Two marking material including assessment scripts and film recordings and examiners' marking notes of oral assessments are the property of the ICCA and shall be held securely. Answers provided by students in Part One Assessments to Multiple Choice and Single Best Answer Questions are the property of the BSB and are not set by or provided to the ICCA.

Part One Assessments

26.1 Answers provided by students in Part One Assessments to Multiple Choice and Single Best Answer Questions are machine-marked by the BSB and not the ICCA.

Part Two Assessments

26.2 Marking material shall be distributed to Examiners and/or Assessors in accordance with the instructions from the ICCA Education Committee.

26.3 Marking material and lists of marks are confidential. Such material may be delivered by hand (including by courier), through 'recorded delivery' or by other secure process.

Internal mail arrangements will not be used, unless circumstances prevent all other forms of delivery.

26.4 Examiners will make and retain a copy of mark lists or other assessment details before passing on scripts, etc. to another marker or to the Chair of the Examinations Board.

26.5 The ICCA shall ensure that clear processes are maintained to record the delivery and receipt of marking material and lists of marks.

26.6 Scripts for written assessments and examiners' marking notes of oral assessments will not be provided to students save as required by law. However, save where the regulations otherwise provide, scripts and marking notes relating to formative assessments may be returned to students.

Marking Range

27 All Part Two assessments are marked out of 100 in accordance with the specific marking criteria for each Bar Course module as contained in the ICCA Bar Course Programme and Module Specification. Examiners should use the full range of marks.

27.1 The specific marking criteria and individual module outcomes are contained in the ICCA Bar Course Programme and Module Specification.

The 'Fatal Flaw' Rule

28 The 'fatal flaw' rule may be applied in ICCA Bar Course Part Two skills assessments (Advocacy, Opinion Writing (incorporating Legal Research), Drafting, Conference Skills and Professional Ethics) in accordance with the BSB Curriculum and Assessment Strategy.

28.1 A student will fail a skills assessment if it is considered that they have committed a 'fatal flaw', even if they have otherwise gained sufficient marks in order to pass. A fatal flaw could be, but is not limited to:

- a) a significant and grave error of law or procedure
- b) an error in legal or case analysis that is so clearly incorrect that it would put the interests of the client(s) at risk
- c) an error in legal or case analysis that is so clearly incorrect that it puts the barrister at risk of liability for negligence or a disciplinary finding.

Scaling of Marks

- 29 The ICCA shall not scale assessment marks for ICCA Bar Course Part Two assessments. The passing standard for Part One centralised assessments may differ between sittings and is the remit of the BSB and not the ICCA.
- 29.1 The mark required to achieve the pass standard in each of the Part One centralised assessments is determined by the BSB Central Examination Board (CEB), and not by the ICCA, at each sitting by a process of standard setting that reflects the difficulty of the questions used in each assessment. The passing standard is the same for every centrally assessed examination, but the mark required to achieve that passing standard may differ between sittings. Best practice for standard setting to determine the pass mark involves a systematic way of gathering value judgements, reaching consensus and expressing that consensus as a single score on a test. The CEB uses test-centred standards. Each candidate's performance is judged solely in relation to the passing standard, irrespective of the performance of the group of examinees on each assessment. The approach of the CEB to setting the passing standard is contained in the BSB Handbook and BSB curriculum and assessment strategy.
- 29.2 Scaling of module marks or final overall scores in Part Two to a predetermined distribution shall not be employed by the ICCA examiners.

Confidentiality of Summative Assessment Results

- 30 Results of summative assessments are confidential until the ICCA Examinations Board has met to ratify the results.

Publication of Summative Assessment Results

- 31 Summative assessment results will be communicated to all students within a cohort at the same time and in the same manner, once ratified by the Examinations Board.
- 31.1 The ICCA does not provide students with provisional marks or results (i.e., post-marking but prior to ratification by the ICCA Examinations Board).
- 31.2 The ICCA will only publish marks/results which have been ratified by the ICCA Examinations Board.
- 31.3 The only occasion when a decision relating to results ratified by the ICCA Examinations Board can be modified is under the provisions of the academic appeals process.
- 31.4 Students will be advised of their marks routinely after the results have been ratified by the ICCA Examinations Board.
- 31.5 The provision of final module results from the ICCA will include whether the result for each module was achieved at the first, second or third attempt.
- 31.6 The ICCA shall securely maintain records of individual student results for a period of 5 years from completion of the ICCA Bar Course or withdrawal from Part One or Part Two, such period being determined by the period of validity of the qualification as specified in the Bar Qualification Rules in the [BSB Handbook](#).
- 31.7 The assessment marks of individual students may be released on request to Government agencies and Research Councils for the purposes of assessing applications for studentships for postgraduate degrees; to AETOs within the United Kingdom for the purposes of credit transfer; to the BSB for the purpose of compliance with the ICCA's regulatory requirements; to the student's Inn of Court for the purpose of call to the Bar; as otherwise required for regulatory purposes.

Reassessment/Failure

32 Reassessment is not permitted for assessments of any module assessment already passed by students. For a failed assessment, two reassessment opportunities are permitted. The final module mark following any reassessment is capped at the relevant pass mark.

Part One Assessments

- 32.1 A student will not be permitted to enrol on Part Two of the ICCA Bar Course where any Part One module centralised assessment has been failed at either the first or second sit and any reassessment attempt (excluding any assessment discounted due to mitigating circumstances). In these circumstances, the student's registration will be terminated.
- 32.2 The final module mark following any reassessment will be capped at the relevant pass mark.
- 32.3 The individual assessment marks will be recorded uncapped on the student administration system, but the overall module mark will be capped at the relevant pass mark.
- 32.4 All assessments on Part One of the ICCA Bar Course are centralised assessments set by the BSB's CEB. The dates for centralised assessments are determined by the BSB and normally take place in April, August and December of each calendar year. For this reason, following a first sit assessment failure a candidate may be unable to attempt reassessment in time to meet the enrolment and commencement dates of next available ICCA Part Two course. A student so affected, who is successful on reassessment, will be permitted to enrol on the next available ICCA Part Two.
- 32.5 For the reasons outlined at 32.4, a student deferring an assessment may be unable to attempt a first assessment or first reassessment in time to meet the enrolment and commencement dates of next available Part Two course. A student so affected who is successful on the first assessment or first reassessment will be permitted to enrol on the next available ICCA Part Two course.

Part Two Assessments

- 32.6 Where a student fails an assessment of any module in Part Two of the ICCA Bar Course, no more than two reassessment **attempts are permitted** (excluding any assessment attempt discounted due to successful application by reason of mitigating circumstances).
- 32.7 When a student is reassessed in a module, in no case shall the final module mark be higher than the relevant pass mark. Where the student fails to achieve a pass level for reassessment, the mark of the second or third assessment attempt will be recorded.
- 32.8 The individual assessment marks will be recorded uncapped on the student administration system, but the overall module mark will be capped.
- 32.9 Reassessment shall be held at the next available sitting of that assessment as published on the assessments timetable.
- 32.10 Where a student has exhausted the permitted assessment attempts, and where this would prevent a student successfully completing their programme of study, the student's registration will be terminated.

Mitigating Circumstances, Absences and Late Arrivals/Submissions

- 33 The ICCA considers mitigating circumstances as recognisably disruptive or unexpected events beyond the student's control that might have a significant and adverse impact on their academic performance. Individual or overall marks will never be raised due to mitigating circumstances.
- 33.1 A student who attends, submits or participates in any form of assessment shall be considered by the ICCA to be in a position so to do; that is to say, they do not believe that they

are affected by any mitigating circumstances, as defined above, which would have a significant and adverse impact on their academic performance. As such, any result achieved in that assessment will stand, subject to the exception provisions below.

- 33.2 Additionally, for summative assessments requiring attendance on Part Two of the ICCA Bar Course, the ICCA operates a 'Fit to Sit' policy whereby the student declares fitness to sit the assessment, in that they do not believe that they are affected by any mitigating circumstances, as defined above, which would have a significant and adverse impact on their academic performance. If a student self-declares fitness to sit the assessment, a subsequent mitigating circumstances claim will not, subject to the exception provisions at 33.5 to 33.6, below, be taken into consideration and any result achieved in that assessment will stand.
- 33.3 Failure or refusal by a student to sign a 'Fit to Sit' certificate at an assessment shall allow the assessor or invigilator to remove the student from the assessment. The assessment sitting shall stand unless the student is subsequently granted an authorised absence for mitigating circumstances in accordance with these provisions.

Absence from summative assessments owing to mitigating circumstances

- 33.4 At the discretion of the ICCA Examinations Board, a student may be granted an authorised absence from a summative assessment for which they are registered, provided that they submit a [mitigating circumstances form](#) prior to ratification of results and not more than 7 calendar days after the date of the assessment or submission deadline. Supporting evidence must be submitted with the mitigating circumstances form or, providing the mitigating circumstances form has been submitted within the timeframe outlined above, within 21 calendar days of the date of the affected assessment.
- 33.5 Exceptionally, a student who presents themselves for an assessment or submits coursework and/or (where applicable) signed the 'Fit to Sit' certificate may, at the discretion of the ICCA Examinations Board, be retrospectively granted an authorised absence from that assessment provided that they submit evidence of mitigating circumstances normally no more than seven calendar days after the date of the assessment or submission deadline. Bona fide supporting evidence must be submitted with the mitigating circumstances form or within 21 calendar days of the date of the affected assessment.
- 33.6 The mitigating circumstances form and supporting evidence will be reviewed in the first instance by the ICCA Bar Course Leader (or nominee) who will decide whether to recommend to the ICCA Examinations Board that a student be granted an authorised absence.
- 33.7 In exercising their discretion as to whether to recommend that a student be granted an authorised absence, the Bar Course Leader (or nominee) must be satisfied that the mitigating circumstances would: a) prevent or have prevented the student from sitting the assessment or submitting the assessment within the given timeframe; or b) have or had a significant and adverse impact on the student's performance in the assessment.
- 33.8 Additionally, in considering whether to recommend that a student be granted an authorised absence retrospectively, the Bar Course Leader (or nominee) must be satisfied that the student has provided a good reason as to:
- a) why they did not follow the mitigating circumstances procedure before they presented themselves for an assessment or submitted coursework; and
 - b) (for assessments requiring attendance) why they signed the 'Fit to Sit' form.
- 33.9 Where the Bar Course Leader (or nominee) is satisfied that the conditions at 33.4 to 33.8, above, have been met, they will recommend to the ICCA Examinations Board that the student be granted an authorised absence from the assessment.

- 33.10 If the Bar Course Leader (or nominee) decides not to recommend to the ICCA Examinations Board that a student should be granted an authorised absence under 33.9, above, the student will have the opportunity to resubmit a mitigation circumstances form, along with any additional evidence, to the Bar Course Leader within 5 working days of the date that decision was communicated to them. If the resubmission is also rejected, the student has the right to appeal within 20 days of that decision, using the ICCA Academic Appeals Procedure.
- 33.11 Where the Bar Course Leader (or nominee) does recommend to the ICCA Examinations Board that a student should be granted an authorised absence under 33.9, above, and the ICCA Examinations Board is also satisfied that the conditions at 33.4 to 33.8, above, have been met, the student will be granted an authorised absence from the assessment. The student will be deferred in the assessment and take a replacement assessment at the next available sitting of that assessment.
- 33.12 Where a student is deferred in an assessment and takes a replacement assessment, they will be examined as if for the first time (or second time if the deferred assessment was itself a second attempt, or third time if the deferred assessment was itself a third attempt) and the mark for the original attempt will not be considered by the Examinations Board.
- 33.13 A student who is absent from an assessment or fails to submit coursework for an assessment for which they are registered, without having been granted authorisation, will be regarded as having attempted the assessment and will be awarded a mark of zero for that assessment.
- 33.14 Where a student has attended assessment at a first, second and third sit but any are discounted due to mitigating circumstances, an assessment fee is payable for any fourth or subsequent sit at the discretion of the ICCA. For replacement attempts, the full range of marks shall be used.

Late arrivals and late submissions - summative assessments

- 33.15 Any student who attends an in-person or online written summative assessment (including multiple-choice assessments) in respect of the ICCA Bar Course will be required to be seated 10 minutes before the scheduled and published time of commencement of the assessment.
- 33.16 Any student who is more than 30 minutes late for an ICCA Bar Course summative written assessment, whether that is an in-person or online BSB centralised assessment on Part One or any in-person or online invigilated written summative assessment (including multiple-choice assessments) on Part Two, will not be permitted to commence the assessment and will result in a score of zero being awarded for that assessment.
- 33.17 Any student who is late for a written summative assessment (including multiple-choice assessments), who is permitted to commence the assessment after the start time, but within the first 30 minutes of the assessment, will not be permitted extra time at the end of the assessment.
- 33.18 Any student who is late for an ICCA Bar Course summative oral skills assessment (Conference Skills and Advocacy Assessments) will not, subject to the discretion of the assessor, be permitted to commence the assessment and will result in a score of zero being awarded for that assessment.
- 33.19 Where the student instructions for a summative assessment require submission of the assessment or of any required document at a specified time, the assessment or document must be submitted by that time and in the method outlined in the instructions, other than where the student has written approval from the ICCA for a late submission (such as by way of a Personalised Assessment Arrangement). Failure to adhere to required submission times may, at the discretion of the ICCA, result in a score of zero being awarded for that assessment (where the submission is the whole of the assessment) or a score of zero for such part of the assessment as relates to that submission (where the document to be submitted forms part of the assessment).

Personalised Assessment Arrangements

34 Students may apply for Personalised Assessment Arrangements (PAA).

34.1 Personalised Assessment Arrangements (PAA) provide an environment that gives all students an

equal opportunity for assessment.

- 34.2 Students with a diagnosed Specific Learning Difficulty (SpLD) or a medical condition (including mental health) that may affect assessment performance can apply for PAA in accordance with the [Personalised Assessment Arrangements Procedure](#).
- 34.3 All PAA applicants are required to provide supporting evidence confirming their SpLD or medical condition and recommendations. All documents must be dated and signed by their author.
- 34.4 Applications must be made at least 2 calendar months before the assessment for which PAA is sought.
- 34.5 Students with a SpLD or medical condition may also apply for assistance with formative assessments and learning support during their ICCA Bar Course Part Two studies (see Learning Support above and in the ICCA Student Handbook).

Award

- 35 A student who is deemed by the ICCA to have passed the ICCA Bar Course in accordance with these regulations, will have successfully completed the Vocational Stage of Bar Training and will receive the academic award of a Postgraduate Diploma in Bar Practice (PGDip) from King's College London. All awards have regard to the provisions of the QAA UK Quality Code for Higher Education.

ICCA Bar Course Classification and Certification

- 35.1 Failure to successfully complete the ICCA Bar Course will lead to a BSB classification of a fail and a PGDip will not be awarded. No exit awards will be conferred by the ICCA or King's College London.
- 35.2 Achieving success in the ICCA Bar Course by passing all modules as required by these regulations shall result in a BSB classification of a pass. Subject to 35.3, the ICCA further categorises individual module passes and the overall average mark on Part Two of the ICCA Bar Course in recognition of a student's level of achievement towards the King's College London award of Postgraduate Diploma in Bar Practice (PGDip) in accordance with the table below.

Classification of the ICCA	Mark
Pass	60-69
Merit	70-79
Distinction	80-100

- 35.3 A Distinction classification shall be awarded only where a student has passed all assessments at a first attempt (not including a first attempt of an assessment for which an authorised absence has been granted due to mitigating circumstances) and either (a) achieved an overall average mark of 80 or over or, (b) where a student achieves 80% or over in 5 of the 7 Modules assessed on Part Two.
- 35.4 A Merit classification shall be awarded only where:
- A student has passed all assessments on Part One and Part Two at a first attempt (not including a first attempt of an assessment for which an authorised absence has been granted due to mitigating circumstances) and has achieved an overall average mark of 70-79 for the modules on Part Two of the course; or
 - A student has attempted an assessment at a second or third attempt in no more than one module on Part One or Part Two (not including any attempt for which an authorised absence has been granted due to mitigating circumstances) and has achieved an overall average mark of 70 or over for modules on Part Two of the course, such overall average mark to be calculated to include only the capped mark for the affected assessment.

35.5 The transcript of the ICCA Bar Course shall specify the marks achieved by a student in each ICCA Bar Course module on both Parts One and Two of the course, including whether that mark was achieved at the first, second or third attempt. Attempts that have been set aside due to mitigating circumstances shall not be included. The transcript shall further specify the PGDip classification for each Part Two module and the overall PGDip classification for that student.

King's College London Postgraduate Diploma Award

35.6 A student achieving a classification of pass or above on the ICCA Bar Course shall be entitled to the award of a Postgraduate Diploma in Bar Practice (PGDip) from King's College London and shall be provided with a PGDip certificate from King's College London. Certificates state the name of the college, the qualification and shall carry the signatures of the Principal & President and Chair of the Council.

Graduation

35.7 Students who pass the ICCA Bar Course and are awarded a Postgraduate Diploma in Bar Practice from King's College London are entitled to attend a King's College London graduation ceremony, such graduation ceremonies to be notified to students in good time during Part Two of the ICCA Bar Course.

Conferment and Revocation of Awards

35.8 The ICCA Examinations Board has the authority to confer and revoke the ICCA Bar Course classification and the King's College London award of Postgraduate Diploma in Bar Practice pursuant to these regulations and acting in conjunction with its validating partner King's College London acting under the Charter and Statutes of King's College London.

Conferment

35.9 The ICCA Examinations Board is the sole body having delegated authority to recommend the conferment of the awards for which they are responsible.

Revocation

35.10 The ICCA Bar Course classification and the King's College London award of Postgraduate Diploma in Bar Practice can be revoked and reissued, or revoked in its entirety under the following conditions:

- a) when there is satisfactory proof that there was an administrative error in the award made; or
- b) when, subsequent to award, the Examinations Board takes into account information which was unavailable at the time its original decision was made; or
- c) following a recommendation or ruling by the Misconduct Panel established to investigate alleged misconduct. No such recommendation will be made where any decision of the Misconduct Panel is subject to appeal.

Modification

35.11 Except under the provisions of an academic appeal, no decision of a properly convened and constituted ICCA Examinations Board acting within its terms of reference and within the regulations may be modified.

Academic Appeals

36 An academic appeals process is available to students. This cannot be used to challenge academic judgment or discretion. Neither individual module marks nor overall marks will be adjusted as an outcome of this process, save where such marks have been wrongly calculated due to arithmetical error

- 36.1 Other than below, no decision of the ICCA Examinations Board, acting in accordance with ICCA regulations, may be modified.
- 36.2 The appeals process cannot be used to challenge academic judgment; appeals in respect of academic judgment will not be considered.
- 36.3 It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, action may be taken under the provisions of the Misconduct Regulations
- 36.4 The ICCA may pause or stop the consideration of any appeal submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.
- 36.5 If an appeal contains matters which are subject to the Student Complaints procedure, within these Regulations (see 55), which includes complaints in respect of issues which impact on the student's programme of study leading to a King's College London award (see 55.38), consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.
- 36.6 Group appeals are permitted. In the first instance a group should raise any issues with the ICCA Bar Course Leader via their student representative or a nominated member of the group. If the matter is not resolved, the nominated student will then submit the appeal and
communicate with the ICCA on behalf of the group. Any outcome of an appeal will apply to all members of the group.

Stage One Appeal

- 36.7 Students should submit a Stage One Appeal Form within 21 days of the release of ratified results. Appeals received after this deadline will only be accepted at the discretion of the ICCA Bar Course Leader, taking into account those reasons relied upon for the late submission.
- 36.8 A student may appeal on either or both of the following grounds:
- where there is evidence that assessment(s) may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to make known before the original decision was reached
 - where there is clear evidence that assessment(s) may have been adversely affected by a significant administrative error on the part of the ICCA or in the conduct of the assessment.
- 36.9 A Stage One appeal may be rejected by the ICCA Bar Course Leader (or nominee) before forwarding to the ICCA Examinations Board for consideration in the following circumstances:
- where the appeal is not made on the correct form, or the form is incomplete
 - where the appeal has been submitted late
 - where, if appealing on ground 36.8(a), there is no independent third-party evidence of the mitigating circumstances; or the evidence provided is not a certified translation
 - where the appeal contains no evidence that either of the grounds for review has been met
 - where the appeal relates to a CEB centralised assessment in Part One of the ICCA Bar Course and the procedures for an enhanced clerical error check and/or a review should have been followed
 - where the appeal is frivolous or vexatious; and/or
 - where the appeal does not otherwise fall within the scope of this regulation and should be considered under an alternative regulation.
- 36.10 If the appeal is rejected at this stage a student can contest this decision but is not able to submit additional evidence.
- 36.11 Any contestation must be submitted to the Dean of the ICCA within 7 days of the date of

notification of the decision. The Dean of the ICCA will consider whether the decision to reject the appeal was made in accordance with these regulations. If the contestation is accepted, the appeal will be passed to the Examinations Board for consideration. If the contestation is rejected, there are no further opportunities for the appeal to be considered by the ICCA and a Completion of Procedures letter will be sent to the student.

36.12 The ICCA Examinations Board will normally consider the appeal and report its decision to the Dean of the ICCA within 42 days of the release of results.

36.13 The ICCA Examinations Board will decide whether the grounds for appeal have been met or not. Where the ground(s) have been met, the Board will decide whether to modify or confirm its original decision, including, where relevant, whether to grant an authorised absence from the assessment(s) concerned. Where the ground(s) have not been met, the

original decision of the Board stands. The Board may also reject the appeal on any of the filter grounds set out in 36.9, or where the student has challenged academic judgment. At no stage will the Examinations Board adjust individual or overall mark awarded, save where the Board is satisfied that such marks have been wrongly calculated due to arithmetical error.

36.14 A written statement confirming the decision of the ICCA Examinations Board and the reasons for this will be prepared by the Chair of the said Board. This statement should be sent to the Dean of the ICCA and included in the outcome letter which is sent to the student.

Stage Two Appeal

36.15 Students may appeal the decision of the ICCA Examinations Board on any or all of the following grounds:

- a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the Stage One submission and that sufficient evidence remains that the appeal warrants further consideration; and/or
- b) that evidence can be produced of significant procedural error on the part of the ICCA in considering the appeal, and that sufficient evidence remains that the appeal warrants further consideration; and/or
- c) giving due consideration to the evidence and representations previously provided, the decision of the ICCA Examinations Board was unreasonable.

36.16 Students should submit a Stage Two Appeal Form within 14 days of the Stage One Appeal outcome. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.

36.17 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal request within 42 days of receipt. If it is determined that an appeal should be heard, an ICCA Bar Course Appeal Committee will be arranged in accordance with the Appeal Committee Structure.

Stage Two Appeal - Appeal Committee

36.18 The student may be represented at the Appeal Committee by another ICCA student member.

36.19 Additionally, the student may be accompanied by a family member or a friend, who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.

36.20 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the Dean of the ICCA at least 48 hours in advance of the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair of the Appeal Committee may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.

36.21 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Appeal Committee members and the Chair, and all documentary evidence, at least

14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Appeal Committee should be raised in writing by the student at the earliest opportunity to the Dean of the ICCA.

- 36.22 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 36.23 The Appeal Committee shall consider the documentary evidence and invite the student and the ICCA Examinations Board Chair (or their nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Appeal Committee wishes.
- 36.24 The absence of the student or the Chair of the ICCA Examinations Board will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 36.25 The Appeal Committee will determine whether there is sufficient reason to challenge the Stage One Appeal outcome. If there is sufficient reason, the Appeal Committee can set aside the decision of the ICCA Examinations Board and replace it with one of its own, or it can refer the case back to the ICCA Examinations Board for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the outcome of the Stage One Appeal will stand.
- 36.26 Where an appeal is upheld, the Appeal Committee may set aside an attempt at an assignment or module and permit the student to be re-assessed in any specific assessment or specific module, not limited to those listed by the student in their appeal. The Appeal Committee has the discretion to consider other decisions, but these must comply with the ICCA's regulations and the relevant programme requirements.
- 36.27 At the conclusion of the Stage Two Appeals process the student will be sent a Completion of Procedures letter detailing the final outcome of the appeal.

Office of the Independent Adjudicator

- 36.28 A student who has exhausted all available appeal procedures of the ICCA who remains dissatisfied with its decision may complain to the independent [Office of the Independent Adjudicator](#) (OIA) in accordance with the procedures, time limits and terms of reference of the OIA.

Enhanced Clerical Error Checks and Reviews of Part One Assessments

- 37 A student may request the BSB to conduct an enhanced clerical error check and/or a review of a decision of the Central Examination Board (CEB) affecting a Part One centralised assessment.
- 37.1 Assessments for all modules in Part One of the ICCA Bar Course are centralised assessments set on behalf of the BSB by the CEB and all multiple-choice assessment answers are machine-marked by the BSB.
- 37.2 The [Centralised Assessments Regulations governing Student Review](#) have been designed for students who wish to clarify the arithmetical transcription of their marks for Part One assessments and/or request a review of a CEB decision which impacts on a cohort of students. Neither process involves a re-mark of the student's assessment paper.
- 37.3 An enhanced clerical error check is a procedure carried out by the BSB to ascertain whether or not there has been any error in the computation, scaling or transcription of a student's marks at the BSB that may have affected the outcome of an assessment.
- 37.4 A review is a procedure which may be followed by a student who has attempted a Part One

centralised assessment in respect of a decision taken by the CEB in confirming cohort marks for that centralised assessment on the following grounds: that, in exercising its discretion to confirm cohort marks the CEB acted irrationally and/or in breach of natural justice.

- 37.5 Students wishing to request a review must wait until the Chair of the CEB's report has been published before submitting their request. To find out when the Chair's report is due to be published, candidates can visit the [BSB website](#).
- 37.6 Applications for enhanced clerical error checks and/or reviews shall be conducted by students in accordance with the BSB procedure as contained in the Centralised Assessments Regulations governing Student Review as published on the BSB website. A fee is payable.

Interruption, Withdrawal, Suspension and Termination

Standard of Behaviour Expected of Students

- 38 The standard of behaviour expected of students at the ICCA must be consistent with upholding the good name and reputation of the Bar. As members of the ICCA community, students are expected to adhere to the regulations, procedures, policies and conventions of the ICCA, to show respect for the persons within and for the property of the ICCA community, and to behave in a way that does not interfere with the proper functioning, activities or reputation of the ICCA or its validating academic partner King's College London. Students must take responsibility to familiarise themselves with, and abide by, the rules, regulations and ethical standards required of them while studying the Bar Course at the ICCA.
- 38.1 The standards of behaviour expected of students are set out in the Student Conduct Policy, the Bullying, Harassment and Sexual Misconduct Policy, the Acceptable Behaviour Statement (annexed to the Bullying, Harassment and Sexual Misconduct Policy) and otherwise within these regulations and related [ICCA policies and procedures](#).

Academic Honesty and Integrity

- 39 Students at the ICCA must adhere to high standards of honesty and integrity when taking assessments during the ICCA Bar Course.
- 39.1 Students shall not commit Academic Misconduct or Poor Academic Practice.
- 39.2 Academic Misconduct is any act or attempted act whereby a student:
- a) Intends to gain an unfair advantage in an assessment or in the determination of results for an assessment; and/or
 - b) Intends to gain an unfair advantage for another student in an assessment or in the determination of results for an assessment; and/or
 - c) Intends to disadvantage another student in an assessment or in the determination of results for an assessment; and/or which
 - d) Undermines or is capable of undermining the integrity or reputation of the ICCA'S examination and assessment processes and/or the awards of the ICCA and/or its academic validating partner King's College London; and
 - e) Where (in relation to a to d, above) there are no mitigating factors which would lead to the actions of the student to be deemed to be Poor Academic Practice.
- 39.3 An advantage is unfair if it places a student in a position they would or might not be in should the assessment, submission or process have been carried out in accordance with the requirements, instructions or conventions for that assessment and/or otherwise in accordance with the ICCA Regulations and Policies.
- 39.4 Poor Academic Practice is any act or omission by a student amounting to a breach of the

requirements, instructions or conventions for that assessment and/or otherwise in accordance with the ICCA Regulations and Policies but where on the part of the student:

- a) No intention to gain an unfair advantage is evident; and
- b) No identifiable advantage was or may have been gained; and
- c) The breach was due to carelessness or ineptitude; and
- d) The breach took place in defensible ignorance of those regulations or conventions.

39.5 A second or further determination of Poor Academic Practice shall be treated as Academic Misconduct.

39.6 Unless otherwise specified, the regulations of the ICCA and the Student Conduct Policy are concerned with summative assessment. Summative assessment is where the mark contributes to the final award classification as opposed to formative assessment, which summarises the participants' development at a particular time, but does not contribute marks towards the overall ICCA Bar Course classification or PGDip award of King's College London. Misconduct identified as part of formative assessment should be dealt with by an individual tutor or the Course Leader.

Inaccurate Enrolment Information

40 If a student is found to have provided untrue or inaccurate information, or to have omitted information at enrolment, registration on the ICCA Bar Course can be terminated immediately and without notice.

Precautionary Suspension and Exclusion

41 The Dean may exclude or suspend a student as a precautionary measure, pending the outcome of a disciplinary procedure or on health and safety grounds or on any other ground in the Dean's discretion. A student who is the subject of a misconduct complaint (including a complaint brought against a student by the student's Inn of Court) , or who is the subject of police investigation or criminal proceedings, may as a precautionary measure be suspended or excluded by the Dean of the ICCA pending the outcome of the investigation or the criminal process, including the outcome of any subsequent appeal. A student may also be suspended or excluded on health and safety grounds, or where they are considered a danger to themselves or other members of the ICCA or the Inns.

41.1 Failure to comply with the terms of a suspension or exclusion is an offence of misconduct.

41.2 The Dean of the ICCA may delegate emergency powers to the ICCA Bar Course Leader, who will be responsible for reporting any suspensions or exclusions.

41.3 Exclusion is selective restriction on attendance at or access to the ICCA and its teaching facilities (including premises and facilities of the Inns) and participation in the activities of the ICCA. Suspension is a total prohibition on attendance at, or access to, the ICCA and its teaching facilities (including premises and facilities of the Inns) and participation in the activities of the ICCA. It may be subject to conditions, such as permission to attend an examination. A suspension will only be used where an exclusion is deemed to be inadequate.

41.4 The terms of a suspension or exclusion may include a No Contact Agreement, requiring the student to have no contact with a named person or persons.

41.5 Suspensions and exclusions are not penalties; the Dean of the ICCA will only impose such measures when it is urgent and necessary to do so. Written reasons for the decision will be recorded and made available to the student in the letter of suspension or exclusion.

41.6 Suspensions and exclusions shall normally start with immediate effect. The reasons for the decision will be communicated to the student in writing, as well as information about their right to submit representations against it. Representations must be submitted within five working days of the suspension or exclusion and will normally be reviewed within a further five working days.

- 41.7 Should the suspension or exclusion remain in place, the Dean of the ICCA will review the suspension or exclusion every 28 days, in the light of any developments, or of any representations made by the student. Reviews of suspensions and exclusions will not involve hearings or meetings.

Pending Criminal Proceedings or Criminal Convictions

- 42 In addition to the requirement to declare relevant criminal convictions and pending criminal proceedings at enrolment, students of the ICCA must inform the Bar Course Leader in writing of any pending criminal proceedings occurring after any enrolment for a Criminal Offence.
- 42.1 Failure to reveal any cautions or convictions for a criminal offence (other than convictions that are 'protected' by law) or pending criminal proceedings will result in misconduct action being taken.
- 42.2 Where a criminal conviction or a breach of these regulations would render the student ineligible to continue on the ICCA Bar Course, the student's registration will be terminated without notice.

Misconduct Procedure

- 43 Where the Dean or any delegated person has reason to believe that the behaviour of a student falls below the expected standards set out herein and/or where the ICCA regulations, procedures, policies or conventions have been breached, the Student Misconduct Procedure set out in the [Student Conduct Policy](#) will be instigated. This extends to alleged misconduct by a student occurring on ICCA premises and when using teaching or other facilities provided to them by the ICCA (including premises of the Inns) or off such premises (including via electronic means, such as email and any social media platform) where the alleged victim is the ICCA itself, a member of the ICCA community, or a visitor to the ICCA or to alleged misconduct occurring during ICCA activities.
- 43.1 The [Bullying, Harassment and Sexual Misconduct Policy](#) is applicable to all students of the ICCA, and underpinning it is the principle that all students registered at the ICCA should be protected from bullying, harassment and sexual misconduct from all other members of the ICCA community. The ICCA community is considered to include all registered students (studying online or in person), staff, visitors and those supporting the work of the ICCA on a voluntary basis. The reporting and investigatory process of complaints about bullying, harassment and sexual misconduct is contained in the Bullying, Harassment and Sexual Misconduct Policy.

Student Conduct Policy

- 44 The Student Conduct Policy should be read in conjunction with these regulations and applies to all students studying the ICCA Bar Course. The policy sets out the procedures for investigation, hearings and appeals, and the potential outcomes for misconduct. The policy provides information and examples of misconduct, both academic and non-academic.
- 44.1 The misconduct procedures set out in the Student Conduct Policy shall be followed in all cases of alleged student misconduct. Where there is uncertainty the Dean of the ICCA has authority to determine the procedure that shall apply. Any such decision shall be final and no reasons for the decision will be given.

Standard of Proof

- 45 There will be a presumption of innocence until a case has been fully considered. Cases of misconduct are brought by the ICCA and the standard of proof is the balance of probabilities.

Misconduct which is also a Criminal Offence

- 46 Where the alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the misconduct investigations or proceedings of the ICCA may be delayed until such time as the police and/or courts have completed their investigations and proceedings.

Imprisonment

- 47 Students imprisoned for a period of 21 days or more will be automatically withdrawn from the ICCA. Any such student will have the right to submit to appeal any such decision by written representations to the Bar Course Leader against this decision, within 21 days of the date of notification of the decision to withdraw. The ICCA Appeals Committee will consider any such appeal.

Investigation of Academic Misconduct

- 48 Investigations into allegations of student misconduct shall be conducted in accordance with those provisions set out in the Student Conduct Policy.
- 48.1 The ICCA will ensure all information is managed in a way that is consistent with this guidance, its Academic Regulations and the provisions of the Human Rights Act, the General Data Protection Regulation, the Freedom of Information Act and any other relevant legislation.

Misconduct Panel

- 49 The Misconduct Panel procedure shall be set out in the [Student Conduct Policy](#).
- 49.1 The Misconduct Panel is responsible for hearing cases of alleged misconduct for the purposes of:
- a) establishing whether the allegation has been proved against the student on the balance of probabilities
 - b) determining the appropriate penalty having considered the relevant circumstances of the case, including any aggravating and mitigating circumstances.
- 49.2 The Misconduct Panel shall be constituted of at least three persons, none of whom have taken any part in the investigation of the misconduct complained of, as follows:
- a) a Chair appointed from any of the following:
 - i) an ICCA Governor
 - ii) Dean of the ICCA
 - b) an independent Panel Member appointed from the Inns
 - c) a senior member of the ICCA Bar Course faculty.
- 49.3 A decision of the Panel will be reached by a majority vote of the members present on the Panel but will be announced as a decision of the Panel. The votes of the individual Panel members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

Decision of Misconduct Panel

- 50 Should the Misconduct Panel decide that the charge was not established, that decision will be communicated to all persons involved in the case.

Misconduct Outcomes

- 51 Where the Misconduct Panel determines that the charge of Academic Misconduct is established, the Panel will have as its principal aim the protection of the integrity of the reputation, assessment processes and awards of the ICCA and of its validating academic partner King's College London. In deciding upon a permissible outcome, the Panel may take into account all relevant matters. The Student Conduct Policy contains additional information on outcomes. The list of aggravating and mitigating features contained in the policy is not exhaustive.
- 51.1 In accordance with the provisions of the Student Conduct Policy the Bar Course Leader (or nominee) shall have the authority to exercise those powers and determine those outcomes as set out in the Policy.

Poor Academic Practice

- 51.2 Where the Misconduct Panel determines that the charge of Academic Misconduct is not established but the case is one of Poor Academic Practice, the Panel may decide upon one or more of the measures set out below:
- a) the student shall receive a written warning that any further instance of Poor Academic Practice may result in a referral to a Misconduct Panel. The warning will be held on file for the duration of the student's registration and may be referred to in the event of any further misconduct allegation and by a Misconduct Panel at any subsequent misconduct hearing; and/or
 - b) the student shall be required to undergo any relevant educational training or study with a view to preventing a reoccurrence of the Poor Academic Practice. The Panel may attach such conditions as are proportionate in the circumstances (such as to report to a member of staff at the ICCA to demonstrate that the educational work or study has been carried out).
 - c) If the Panel determines there has been any potential assessment advantage gained in the assessment, such potential advantage will be negated by the assessment being submitted to the marking and moderation process to remove such potential advantage. In the event that the moderated mark amounts to an assessment fail, the student shall be entitled to resit the assessment only if the affected assessment was taken at the first, second or third attempt.
- 51.3 A single instance of Poor Academic Practice is not a disciplinary finding against a student, but a recognition that a student has fallen below the academic standards required where there was no intention to gain an advantage. The primary aim of the Panel in these circumstances will be to educate the student to avoid reoccurrence.
- 51.4 In accordance with the provisions of the Student Conduct Policy the Bar Course Leader (or nominee) shall have the authority to exercise those powers as set out in the Policy.

Academic Misconduct

- 51.5 Where the Misconduct Panel determines that the charge of Academic Misconduct is established the Panel may decide upon one or more of the following measures:
- a) a formal written warning, to be retained on the file of the student at the ICCA until the student completes the ICCA Bar Course
 - b) the assignment of the minimum pass mark to a paper or papers, or assessed work, or both; or
 - c) the cancellation of the results in an assessment/s and a mark of zero returned with a right to resit the assessment as if for the first time (or if the assessment is itself a second attempt, for the second time, or if the assessment is itself a third attempt, for the third time)
 - d) the cancellation of the results in an assessment/s and a mark of zero returned with a right to resit the assessment as if for the first time (or if the assessment is itself a second attempt, for the second time, or, if the assessment is itself a third attempt, for the third time). but with the result capped at the pass mark for that assessment
 - e) a recommendation to the Examinations Board that the student's ICCA Bar Course classification and King's College Postgraduate Diploma (PGDip) award be revoked
 - f) expulsion from the ICCA Bar Course. Readmission will be at the discretion of the Dean of the ICCA based on consideration of the individual student's case
 - g) in all cases of Academic Misconduct, the ICCA shall report its disciplinary findings to the Inn of Court of the student.

Non-Assessment Related Misconduct

- 51.6 Where the Misconduct Panel determines that the charge of Misconduct is established the Panel may decide one or more of the following measures:

- a) a formal written warning, to be retained on the file of the student at the ICCA until the student completes the ICCA Bar Course
- b) payment of compensation for damages
- c) conditions for the continuation of student status
- d) exclusion for a stated period from specified activities or specified parts of the ICCA or its teaching facilities (including facilities of the Inns). Conditions for re-admittance may be specified
- e) suspension for an indefinite period, with an agreed review date
- f) a recommendation to the ICCA Examinations Board that the student's ICCA Bar Course classification and King's College Postgraduate Diploma (PGDip) award be revoked
- g) expulsion from the ICCA. Readmission will be at the discretion of the Dean of the ICCA based on consideration of the individual student's case.
- h) in all cases, the ICCA shall report its disciplinary findings to the Inn of Court of the student.

51.7 The Misconduct Panel may decide that the outcome be imposed immediately or be deferred. The conditions of any such deferment will be clearly stated as part of the decision of the Panel.

51.8 The decision and outcome of the Panel will be provided to the student immediately or otherwise normally notified in writing to the student within 7 days of the date of the decision of the Panel.

51.9 Where the misconduct hearing arises as a result of a complaint made by another ICCA student relating to the activities of the student towards them (including complaints related to bullying, harassment and discrimination) details of the decision and outcome will also be communicated to the complainant.

51.10 A copy of the decision and outcome will be placed on the student's file and may be taken into account in the event of future instances of alleged misconduct (academic or nonacademic) or poor academic practice.

Reporting of Misconduct to the Inns of Court

51.11 All cases of Academic Misconduct (excluding a first finding of Poor Academic Practice) and Misconduct shall be reported to a student's Inn of Court in accordance with BSB regulatory requirements. Where there is a disciplinary finding by the ICCA of Academic Misconduct or Misconduct concerning a student on Part One of the ICCA Bar Course who is not yet a member of an Inn, that student shall be under a duty to declare that finding to the Inn in accordance with the admissions regulations and procedures of that Inn. It is a condition of enrolment on Part Two of the ICCA Bar Course that a student joins an Inn of Court prior to enrolment. In addition, the ICCA shall disclose any such finding to the Inn on a request being made by the Inn in accordance with the regulations and procedures of that Inn as part of its admissions process.

51.12 Where a student appeals the decision of the Panel in accordance with the appeals procedure below, the disciplinary finding shall not be reported to the Inn until the conclusion of the appeals procedure.

51.13 Any request by any student for a 'fit and proper' person reference for Call to the Bar will be checked against internal records of disciplinary offences on both Parts One and Two in deciding if that reference can be authorised. There shall be no obligation on a member of staff of the ICCA to provide a student with a reference for admission to an Inn as a student member or for Call to the Bar and reasons for refusal are not required.

Withdrawal of Membership of an Inn

51.14 Where a student's membership of an Inn is withdrawn for disciplinary or other reasons then the student must withdraw from the ICCA Bar Course with immediate effect and their registration shall be terminated. If the student has submitted an appeal against the Inn's decision to withdraw

membership, that student shall be suspended from the ICCA Bar Course under the procedure at 41 of these Regulations until such time as the appeal shall be finally determined.

Appeal from a Misconduct Panel

- 52 Students may appeal the decision of a Misconduct Panel.
- 52.1 Such an appeal may be made on either or both of the following grounds:
- a) there is new evidence that could not have been, or for good reason was not, made available at the time of the Panel, and the case warrants further consideration
 - b) evidence can be produced of significant procedural error on the part of the ICCA before or during the Panel hearing, and the case warrants further consideration.
- 52.2 The procedure for appealing from a decision of a Misconduct Panel is set out in the Student Conduct Policy. Any such appeal must be submitted within 14 days of the date of the Misconduct Panel outcome. Misconduct Appeal Forms received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 52.3 The Dean of the ICCA will normally advise the student of their decision on the appeal within 42 days of receipt. If the appeal is to be heard, an Appeal Committee will be appointed. If the appeal is rejected, reasons will be given.

Appeal Committee

- 52.4 The Appeal Committee will be constituted of at least three persons as follows:
- a) a Governor selected by the Board of Governors to Chair this Committee (who must not be the Chair of Governors or the Chair of another Committee)
 - b) a representative from one of the Inns
 - c) an individual appointed by the Board of Governors (who is not otherwise connected to the Board of Governors, COIC or the Inns).

Appeal Committee procedure

- 52.5 The Appeal Committee procedure shall be set out in the Student Conduct Policy.
- 52.6 The decision of an Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

Appeal Committee outcome

- 52.7 The decision and outcome of an Appeal Committee will be given immediately and/or normally will be sent to the student within 7 days of the date of the decision of the Appeal Committee. For assessment-related offences, these will be communicated to the student, ICCA officers as appropriate and the ICCA Examinations Board Chair. For non-assessment related offences, these will be communicated to the student and ICCA officers as appropriate. A copy of the decision and outcome will be placed on the student's file.
- 52.8 The Appeal Committee may reject or uphold the appeal. Where the Appeal Committee upholds the appeal, the Committee may order one or more of the following measures:
- a) modify or reverse the findings of a Misconduct Panel
 - b) modify or reverse the order of a Misconduct Panel
- 52.9 Where an Appeal Committee rejects the appeal, the findings and decision of the Misconduct Panel stands.
- 52.10 A decision of an Appeal Committee will be final.

Termination of Registration for Lack of Attendance or Progression

- 53 On Part Two of the ICCA Bar Course a student's registration may be terminated for failure to meet attendance requirements or make sufficient academic progress.
- 53.1 The ICCA will ensure that students are fully aware of the possible consequences of failure to meet attendance requirements or make sufficient academic progress.
- 53.2 The ICCA may remove any student from registration on Part Two of the ICCA Bar Course for any of the following reasons:
- a) inability to meet the programme requirements
 - b) insufficient attendance
 - c) lack of industry
 - d) lack of ability or aptitude
 - e) persistent failure to respond to ICCA communications or instructions
 - f) for any other good academic cause.
- 53.3 Before removal, a student should normally receive a written warning specifying the improvements or actions to be undertaken within a specified time frame and stating the consequences of not doing so. The student's personal tutor should also be consulted.

Appeals against removal on academic grounds

- 53.4 It is expected that all parties involved in an academic appeal will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, misconduct action may be taken.
- 53.5 The ICCA may pause or stop the consideration of any appeal submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.
- 53.6 If an appeal contains matters which fall under the Student Complaints Regulations, consideration of the appeal may be paused until the complaints process is complete. In such cases, the findings of the complaint investigation may be considered as evidence for the appeal.
- 53.7 Students should submit a Progression Appeal Form to the ICCA Bar Course Leader within 14 days of the final notification of removal. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 53.8 A student may appeal on either or both of the following grounds:
- a) there is new information which could not have been provided at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration
 - b) there is evidence of significant administrative or procedural error, including error relating to the written warning to the student and student compliance with the conditions of written notice, made at or before the time the decision to remove was taken, and sufficient evidence remains that the appeal warrants further consideration.
- 53.9 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal within 42 days of receipt. If it is determined that an appeal should be heard, an Appeal Committee will be arranged, in accordance with these regulations for Appeal Committee Structure.

Representation

- 53.10 The student may make a request to be represented the Appeal Committee by another student

member of the ICCA.

- 53.11 Additionally, the student may make a request to be accompanied by a family member or a friend, who will not be able to speak on the student's behalf, unless this is a reasonable adjustment consistent with legislation. as a sign language communicator or interpreter.
- 53.12 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the ICCA Bar Course Leader at least 48 hours in advance of the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 53.13 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Committee members and the Chair, and all documentary evidence, at least 14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Committee should be raised in writing by the student at the earliest opportunity to the Bar Course Leader.
- 53.14 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 53.15 The Appeal Committee shall consider the documentary evidence and invite the student and the Dean of the ICCA (or nominee) to give evidence. Other persons shall be asked to attend to give evidence if the Appeal Committee wishes.
- 53.16 The absence of the student or the Dean of the ICCA will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 53.17 The Appeal Committee will determine whether there is sufficient reason to challenge the original decision to withdraw. If there is insufficient reason, the Appeal Committee can set aside the decision and replace it with one of its own, or it can refer the case back for fresh consideration with commentary. If there is insufficient reason, the appeal will be dismissed, and the original decision will stand.
- 53.18 The decision of the Appeal Committee shall normally be communicated in writing by the Dean of the ICCA to the student and the officers of ICCA, within 7 days of the decision of the Appeal Committee.
- 53.19 Students have no automatic right to continue with their studies or to progress to the next stage of their programme pending the outcome of an appeal; the ICCA may exercise their discretion to allow this attendance, if applicable and permitted by the programme regulations.

Interruption to Support Wellbeing

- 54 The ICCA may interrupt a student on the grounds of supporting their wellbeing.

Student Wellbeing

- 54.1 It is recognised that a student's health or wellbeing can deteriorate during their period of study so as to have a significant effect on their academic studies and/or ability to engage in life at the ICCA. The ICCA aims to support students in such a situation whilst also taking into consideration the safety and wellbeing of other members of the ICCA.
- 54.2 As such, the ICCA will provide a supportive framework to manage, in a sensitive manner, the progress of a student at such a time in their ICCA career. Such progression may result in reintegration and reengagement with the relevant programme, or may result in a required period of interruption, as an option considered to be most supportive for the student concerned.

- 54.3 Before putting into effect a period of interruption, a formal meeting will be convened and chaired by the ICCA Bar Course Leader (or nominee) with the student and relevant parties. A student must have received in writing a clear outline of the structure the meeting will take, the parties who will attend and the potential outcomes of the meeting. The student will receive the relevant advice and support regarding their circumstances and all relevant information will be considered to determine if it is in the student's best interests to interrupt their studies or if there is further opportunity to agree further actions and put additional support in place for the student to continue on the ICCA Bar Course.
- 54.4 It is recognised that individuals are empowered to make decisions about their health and wellbeing. As such, the student will be involved in the decision-making process. The decision to require a student to interrupt their studies can only be taken where the ICCA Bar Course Leader (or nominee) is of the opinion that it is necessary to take such action to support the student's wellbeing. A period of interruption will not be used as a penalty and any decision to interrupt a student without their agreement will only be taken where a risk is identified which cannot be otherwise resolved.
- 54.5 Written reasons for the decision shall be recorded and made available to the student. In the event of a required period of interruption, a date will be agreed to review the student's circumstances prior to resuming their studies.

Student Complaints

- 55 Complaints from students are carefully considered and, if appropriate, shall be investigated by the ICCA Bar Course Leader.
- 55.1 The ICCA is committed to considering and investigating genuine complaints from students. The ICCA defines a complaint as an expression of dissatisfaction that warrants a response and the associated procedure provides a clear mechanism for that to happen. The ICCA will review what led to the complaint and where appropriate seek an early resolution. Outcomes can also be used to improve services to all members of the ICCA.
- 55.2 The majority of cases are resolved through informal (Stage One) discussions without the need for a formal complaint to be made. To facilitate this, the ICCA emphasises the importance of seeking a resolution through informal discussions at the earliest opportunity. Where a complaint relates to the provision or delivery of the ICCA Bar Course programme or part of that programme students should normally use their programme representative system (the Student Staff Committee) in the first instance.
- 55.3 Group complaints are permitted. In the first instance a group should raise any issues with the ICCA Bar Course Leader via their student representative, or a nominated member of the group. If the matter is not resolved, the nominated student will submit the complaint and communicate with the ICCA on behalf of the group. The outcome of the complaint will apply to all members of the group.
- 55.4 It is expected that all parties involved in a complaint will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, misconduct action may be taken.
- 55.5 The ICCA may pause or stop consideration of any complaint submitted where the student is suspected to be in breach of the Misconduct Regulations and action should be taken under those regulations.

Scope

- 55.6 The student complaints procedure can be used for complaints within the following areas, the consequences of which have an alleged adverse effect on the student wishing to complain:
- a) provision or delivery of the ICCA Bar Course programme or parts of the programme

- b) inadequate services or facilities of the ICCA
- c) decisions, actions or perceived lack of action taken by a member of the ICCA staff
- d) decisions, actions or perceived lack of action taken by a central ICCA Registry Services; or a member of staff acting on its behalf
- e) complaints relating to discrimination, harassment or bullying.

55.7 The Student complaints procedure does not cover the following areas:

- a) complaints arising from action taken under the Misconduct Regulations
- b) complaints arising from matters related to academic progression or assessment. Students are referred to the appeals procedures of the respective regulations. Students cannot use the student complaints procedure following an unsuccessful appeal under the regulations listed above
- c) complaints relating to the activities of another student (including complaints related to bullying, harassment and discrimination by another student), which will be investigated as allegations of misconduct under Misconduct Regulations and Student Conduct Policy
- d) complaints relating to services provided to students by the Inns of Court or by collaborative partners or other organisations involved in the delivery of the student's programme. In such instances, students are referred to the complaints procedure of the Inns or partner organization
- e) complaints relating to a student's fee status. Students are referred, in the first instance, to the Registry Services Team.

55.8 In certain circumstances complaints may be investigated in conjunction with other departments or with due regard to other ICCA regulations and procedures. If the investigator determines that this would be appropriate, the student shall be informed of this. If a complaint is referred for consideration under another procedure any further action under this regulation shall normally be paused, pending the outcome of the other procedure.

55.9 The scope of the Student Complaints Procedure extends to former students of the ICCA, provided that the time limitations at 55.21 and 55.27, below, are observed.

Complaints Made Without Foundation (frivolous), in Bad Faith (vexatious) or Anonymously

55.10 Examples of frivolous or vexatious complaints include the following: a) complaints which are obsessive, harassing, prolific or repetitive

- b) insistence on pursuing non-meritorious complaints and/or unrealistic, unreasonable outcomes
- c) insistence on pursuing what may be meritorious complaints in an unreasonable manner
- d) complaints which are designed to cause disruption or annoyance
- e) demands for redress which lack any serious purpose or value.

55.11 The ICCA may terminate consideration of a complaint if it considers it to be without foundation or in bad faith. In such instances the ICCA will write to the student to explain why it is terminating consideration of the matter. Where it is found that a student has raised a complaint of this nature, or used false information, the ICCA will consider taking disciplinary action under the Misconduct Regulations. The student will be provided with details of how to appeal against such a decision.

55.12 The ICCA will not consider anonymous complaints and complaints received by email will need to be verified.

Confidentiality and Record Keeping

- 55.13 The ICCA will do all in its power to limit the disclosure of information as is consistent with conducting an investigation and the provisions of the Human Rights Act, the General Data Protection Regulation, the Freedom of Information Act and any other relevant legislation.
- 55.14 If a student makes a formal complaint, a record will not be held on their student file but kept securely by the ICCA Bar Course Leader.

Victimisation: Declaration of Intent

- 55.15 Subject to the above, the ICCA undertakes that any student seeking to use this procedure will not be treated less favourably in her/his subsequent academic career, or life at the ICCA, as a result of action taken to pursue a complaint.

Mediation

- 55.16 At any point during Stage One or Stage Two of this procedure, a student may request mediation. It will be for the ICCA to ascertain whether the complaint is suitable for mediation, and their decision in this regard is final. If mediation is deemed appropriate, and the other party or parties agree to participate, consideration of the complaint under this procedure will be paused whilst mediation takes place. If mediation is unable to resolve the complaint, consideration of the complaint under this procedure will be resumed.

Stage One: Local Informal Resolution

- 55.17 Complaints should, in the first instance, be raised informally with the relevant person, at the earliest opportunity. Often, this will be the student's Personal Tutor or the Bar Course Leader. If the complaint is concerned with the delivery of a service by the ICCA Registry Services Team, the student should raise the matter informally with the Registry Services Manager. If the complaint is concerned with a staff member who would ordinarily be the first point of contact, the student should complain to the ICCA Bar Course Leader.
- 55.18 The relevant person, as defined above, will listen to and discuss the nature of the complaint. Although they will not carry out a formal investigation, they can advise on how the matter could be resolved and will normally keep informal notes.
- 55.19 If the complaint requires a more thorough investigation or is particularly complex, the relevant person may refer the student to Stage Two of this procedure.

Stage Two: Formal Investigation

- 55.20 Students who are dissatisfied with the outcome of informal resolution may submit a Stage Two Complaint, for a formal investigation to be undertaken.
- 55.21 Students should submit a Stage Two Complaint Form to the Dean of the ICCA (or nominee) within 3 months of the incident complained about or the last event in a series of incidents. Complaints received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 55.22 The Dean of the ICCA will appoint an investigator in the Team responsible for the issues complained about.
- 55.23 The investigator will investigate the circumstances of the complaint, as well as considering the procedures of the ICCA. The investigation may involve interviewing the student making the complaint and others directly involved, as well as seeking opinion and information from anyone with an interest in, or knowledge of, the matter being complained about.
- 55.24 The investigator will consider the merits of the complaint and if, upheld in part or in full, will make proposals for the resolution of the complaint and may recommend further appropriate action.
- 55.25 The decision of the investigator shall normally be communicated in writing to the student and the Dean of the ICCA, within 21 days of receipt of the Stage Two complaint.

Stage Three: Appeal

- 55.26 Students who are dissatisfied with the outcome of a Stage Two complaint may submit an appeal on either or both of the following grounds:
- a) that there is new evidence that could not have been, or for good reason was not, made available at the time of the investigation and that sufficient evidence remains that the complaint warrants further consideration;
 - b) that evidence can be produced of significant procedural error on the part of the ICCA in investigating the complaint, and that sufficient evidence remains that the complaint warrants further consideration.
- 55.27 Students should submit a Stage Three Complaints Form within 14 days of the Stage Two Complaint outcome. Appeals received after this deadline will only be accepted at the discretion of the Dean of the ICCA.
- 55.28 The Dean of the ICCA will normally advise the student in writing of their decision on the appeal within 20 days of receipt. If it is determined that an appeal should be heard, an Appeal Committee will be arranged, in accordance with the Appeal Committee structure.
- 55.29 The student may be represented at the Appeal Committee by another student member of the ICCA.
- 55.30 Additionally, the student may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.
- 55.31 If the student is to be represented or accompanied, the name of the person who is to attend with the student must be received in writing by the Registry Services Manager at least 48 hours in advance of the Committee who will pass it to the Appeal Committee. The Chair of the Appeal Committee may accept or reject a request, and their decision will be final. The Chair may refuse to permit a representative, friend or family member to attend where 48 hours' notice has not been received.
- 55.32 Written notice of the Appeal Committee will normally be sent to the student, together with the names of the Appeal Committee members and the Chair, and all documentary evidence, at least 14 days before the Appeal Committee date. Any concerns regarding documentation or membership of the Appeal Committee should be raised in writing by the student at the earliest opportunity to the Dean of the ICCA.
- 55.33 New evidence that has not already been submitted as part of the appeal will not normally be considered by the Appeal Committee. Should either party wish to submit new evidence this must be done at least seven days before the Committee date. The Chair of the Appeal Committee may accept or reject new evidence, and their decision will be final.
- 55.34 The Appeal Committee shall consider the documentary evidence and invite the student and any parties involved in the dispute to give evidence. Other persons shall be asked to attend if the Committee wishes.
- 55.35 The absence of the student or the other party/parties will not prevent the Appeal Committee from taking place nor invalidate the proceedings. In the event that a student has indicated they will attend but then cannot do so for good reason, an adjournment would generally be considered.
- 55.36 The Appeal Committee will determine whether there is sufficient reason to challenge the Stage Two Complaint outcome. If there is sufficient reason, the Appeal Committee will consider the merits of the complaint, and if upheld in part or in full, will determine proposals for the resolution of the complaint, and may recommend further appropriate action. If there is insufficient reason, the Stage Two Complaint outcome will stand.
- 55.37 The decision of the Appeal Committee shall normally be communicated in writing to the student and other ICCA Officers as appropriate, within 7 days of the decision of the Appeal Committee.

55.38 In respect of complaints in respect of issues which impact on a student's programme of study leading to a King's College London award the student shall have the ultimate right of appeal to King's College London under stage three of the King's College London student complaints procedure as set out in King's College London Academic Regulations. In respect of all other complaints, the decision of the Appeal Committee is final and there is no further right of appeal.

Office of the Independent Adjudicator

55.39 A student may ask the [Office of the Independent Adjudicator](#) (OIA) to consider any unresolved complaint against the ICCA.

RADA Academic Regulations 2023/24

Changes to RADA Academic Regulations

The changes to RADA's Academic Regulations for 2023/24 are noted below. The changes have been discussed and approved by RADA's Academic Board, including Student Representatives, held on the 4 May 2023. Most of the proposed changes are minor and have been made to clarify current processes and practices.

The Regulations have been reviewed by Professor Janet Floyd (Pro Vice Dean, Assessment). The below summarises the key updates to the regulations, in addition to comments which were fed back to RADA. Please note, for comments sent to RADA and the responses received, we are happy with the explanation provided.

RADA Academic Regulations with tracked changes can be found [here](#)

TERMINOLOGY

Throughout the document,

Disciplinary Policy has been changed to Non-Academic Misconduct Policy

Intermittence changed to Interruption

INTRODUCTION

	Update to Regulation	Previous Regulation
Paragraph 2	King's College London, the awarding body for RADA's degree courses, has approved them.	King's College London (King's) has approved them, King's are the degree awarding body for RADA.
Paragraph 5	We review these regulations annually . You will be provided with links to the new regulations at the start of each academic year.	We review these regulations at the end of every academic year. We will let you know at re-enrolment if there are any changes
Paragraph 7	Added in, or 13 weeks in point b: Our academic year is divided into three terms of 12 or 13 weeks each.	Our academic year is divided into three terms of 12 weeks each.

ADMISSIONS AND ENTRY

	Update to Regulation	Previous Regulation
Paragraph 13 - Point d	You must be 18 years of age on the first day of the induction week in the year that you start your programme of study. This criteria is in place because the curriculum includes adult content and it is not possible to make adjustments for individuals that would exclude all such content.	due to the curriculum containing adult content, must be 18 years of age on the first day of the induction week in the year that you start your programme of study. It is not possible to make adjustments for individuals that would exclude all such content.
Paragraph 13 - Point e	You must have an appropriate visa, where applicable;	You must have satisfied us about any arrangements which are considered necessary if you are under 18 years of age

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Comments sent to RADA

Paragraph 11: We may offer you a place conditional upon your meeting certain criteria.

KCL comments: you list specific requirements and describe the means you use to evaluate applicants, so we are not clear as to why the less specific ‘certain criteria’ are needed here or in 13, especially 13e

RADA comments: For international students they are sent a conditional offer alongside a “CAS Form” and once they have completed their CAS form and relevant papers they are then provided an Unconditional offer letter. This is set out in our Admissions policy.

SPECIFIC CRITERIA FOR INDIVIDUAL PROGRAMMES

	Update to Regulation	Previous Regulation
Paragraph 20 a	Removed – and have achieved a minimum of 68% (or Merit) in the final mark of the programme This has been removed as there is no requirement for this in the Programme Specification	Graduates of the RADA FdA Technical Theatre and Stage Management Foundation Degree will be considered if you have shown a clear suitability for further training at the BA level and have achieved a minimum of 68% (or merit) in the final mark of that programme
Paragraph 22 d	If you meet the requirements set out in criteria a-c, you will be invited to participate in a selection process comprising an audition, interview and written task.	You will be selected by a two-stage audition process.

Comments sent to RADA

Paragraph 20c: You will require a strong testimonial from at least one of the following: a tutor, professional work placement, professional student buddy, or other industry specialist who is able to comment on the standard of your work.

KCL comments: Just to note that references are not mentioned elsewhere. No references are provided for other programmes, is it just this one?

RADA comments: Yes, for the Bachelor of Arts (Honours) in Technical Theatre and Stage Management (completion award) we ask for this information. We do not ask for this for our other undergraduate programmes.

ATTENDANCE

	Update to Regulation	Previous Regulation
Paragraph 30	Added Attendance and/or We will not grant permission for you to be absent from timetabled classes, rehearsals and assessments unless there are exceptional	We will not grant permission for you to be absent from timetabled classes, rehearsals and assessments unless there are exceptional circumstances, as outlined in our Mitigating Circumstances Policy.

	circumstances, as outlined in our Attendance and/or Mitigating Circumstances Policy.	
Paragraph 33	If you have a high level of absence you are unlikely to meet the requirements to pass the continuous assessment elements of the course. Your ability to progress through or complete the course is subject to your overall academic performance, any mitigating circumstances you may submit, and the decisions of the Programme Assessment Board. If there are reasons for your absence for example ill health, the Support for Study procedure may be used to support you to complete your course, including where necessary a period of interruption or other adjustments that extend your total period of study.	If you are absent for more than four weeks of training either consecutively or cumulatively over the academic year, you may not be permitted to progress to the next year of the programme. This is subject to your overall academic performance, any mitigating circumstances you may submit, and the recommendations of the Programme Assessment Board.
Paragraph 33	Removal of the table of how four weeks is calculated by each course.	

EMPLOYMENT OUTSIDE RADA AND EARLY RELEASE

	Update to Regulation	Previous Regulation
Paragraph 40	<p>Added “before the signing date”</p> <p>You may not, whilst you are a student before the signing date, sign any contract or come to any understanding, with regard to your professional services, with any Artists’ Agent or prospective employer without the permission of the Principal of RADA or nominee.</p>	You may not, whilst you are a student, sign any contract or come to any understanding, with regard to your professional services, with any Artists’ Agent or prospective employer without the permission of the Principal of RADA or nominee.

INTERRUPTION OF STUDIES (INTERRUPTION)

	Update to Regulation	Previous Regulation
Paragraph 44	<p>Added - exceptions may be approved by Course Director and Registrar</p> <p>The maximum amount of time you may take to complete your degree including interruption is five years. Exceptions may be approved by Course Director and Registrar</p>	The maximum amount of time you may take to complete your degree including interruption is five years.

PROGRAMME CONTENT

	Update to Regulation	Previous Regulation
Paragraph 50	<p>Added word: Long Term</p> <p>In cases of long term staff absence or changes, we may need to make some adjustment to the programme, in line with the programme</p>	In cases of staff absence or changes, we may need to make some adjustment to the programme, in line with the programme specification, and following consultation with the students affected.

	specification, and following consultation with the students affected.	
Paragraph 51	<p>Added word: Significant</p> <p>We may make adjustments to the programme content that reflect developments in theatre practice. You will be consulted before any significant adjustment to your programme is made during your period of study.</p>	We may make adjustments to the programme content that reflect developments in theatre practice. You will be consulted before any adjustment to your programme is made during your period of study.

ACADEMIC PROGRESSION REQUIREMENTS

	Update to Regulation	Previous Regulation
Paragraph 73	If you interrupt your studies you may re-join at an appropriate point as agreed with the Course Leader/Director. This may result in you completing the course part-way through an academic year.	If you interrupt your studies you may re-join in the appropriate term in the following year in order to take the assessment. In some circumstances an alternative assessment method may be agreed in order to enable a student to complete their studies within the normal timescales. All such alternatives will be authorised by the Assessment Board.
Paragraph 75	All work receiving a failing grade from the first marker will be second-marked and shared with the External Examiner for the course.	We will second mark any failed work. For the MA Theatre Lab, the failed work must be agreed by the External Examiner.
Paragraph 77	You will only be permitted one opportunity to retrieve a failed assessment, unless mitigating circumstances apply.	If you fail the attempt to retrieve a failed assessment then you may not progress with your studies and must withdraw from the course.

AWARD OF A DEGREE OR OTHER AWARD

	Update to Regulation	Previous Regulation
Paragraph 81	At the completion of your final year the Assessment Board will confer awards in line with the following criteria:	At the completion of your final year we will consider your total assessment record and assess you for an award in line with the following criteria:

EXIT AWARDS

	Update to Regulation	Previous Regulation
Paragraph 92 Exit award: MA Theatre Lab	<p>Removal of other than dissertation as the new structure allows students to get 120 credits at different point in their training.</p> <p>If you have achieved 120 credits in modules we may award a Postgraduate Diploma.</p>	If you have achieved 120 credits in modules other than the Dissertation, we may award a Postgraduate Diploma.

Comments sent to RADA

Paragraph 94: If we approve mitigating circumstances then

- a. in the case of an individual exercise, you will be allowed to retrieve the original assessment
- b. in the case of a performance in a play, or other group dependent exercise, you may then be offered an alternative method of retrieval by the Chair of the relevant Programme Assessment Board.

KCL comments: The use of the word 'retrieve' – is this in relation to students who have submitted the assessment and subsequently submit the mitigating circumstances?

RADA comments: No, they may not have attempted the assessment previously (i.e., they may have missed the opportunity to complete it due to MCs) or they may have participated in a process that is assessed continuously but were absent for part of this. 'Retrieve' is used throughout the regulations to mean reattempt (be that a deferred attempt or resit).

Royal Academy of Dramatic Art

Academic Regulations

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Royal Academy of Dramatic Art Academic Regulations

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Introduction

In this document, “you” and “your” means a student registered at RADA for a qualification at Level 4 and above in the UK Framework for Higher Education Qualifications; “we”, “us” and “our” means RADA or, as context requires, an officer of RADA or a member of RADA staff acting on our behalf.

These regulations set out the framework within which we will register you for a higher education qualification at RADA. They form part of the terms and conditions of being a RADA student. King's College London, the awarding body for RADA's degree courses, has approved them.

The awards covered by these regulations are:

- a. Bachelor of Arts (BA Hons) in Acting
- b. Foundation Degree (FdA) in Technical Theatre & Stage Management
- c. BA (Hons) in Technical Theatre & Stage Management
- d. Postgraduate Diploma (PgD) in Theatre Costume
- e. MA in Theatre Lab

We use the regulations to ensure that we are consistent in our academic judgements and that we treat you fairly and equally.

We review these regulations annually. You will be provided with links to the new regulations at the start of each academic year.

Some of the words in these regulations have a specific meaning. Where this is particular to a section, the word is defined in that place.

Some words are used more generally, and their particular meanings are set out here:

- f. The Academic Year is the period from 1 September to the subsequent 31 August.
- g. Our academic year is divided into three terms of 12 or 13 weeks each.
- h. Level means a level of the UK Framework for Higher Education Qualifications.

Admissions and Entry

You must apply for admission to study a specific programme or programmes using the application form or system set out for that programme. We will consider your application on its individual merits.

We may ask you to take auditions, interviews, tests or other forms of assessment in considering applications; we will ask you to provide evidence of the qualifications and experience you claim on your application.

For some programmes we may need evidence of other qualities, such as medical clearance or Disclosure and Barring Service clearance.

We may offer you a place conditional upon your meeting certain criteria.

We take decisions on admission in good faith on the basis that the information you give us is accurate and correct. If we subsequently find out that the information you gave us is untrue or inaccurate, we may refuse admission or terminate your registration.

You must meet the following criteria to be offered a place at RADA:

- i. You must satisfy programme-specific entrance requirements for the level and programme of study as set out in paragraphs 18 to 22 below;
- j. You must have demonstrated to our satisfaction, taking into account any individual circumstances, the intellectual maturity necessary to gain full advantage from the educational experience offered by the programme of study;
- k. You must be proficient in spoken and written English to the levels set out in paragraphs 16 or 17 below, as appropriate.
- l. You must be 18 years of age on the first day of the induction week in the year that you start your programme of study. This criteria is in place because the curriculum includes adult content and it is not possible to make adjustments for individuals that would exclude all such content.
- m. You must have an appropriate visa, where applicable;
- n. You must comply with our registration procedure.

If you hold alternative qualifications which do not conform to those normally prescribed for the programme for which you are applying we may consider you for admission if your background and experience or general education satisfies us of your fitness to complete the programme of study.

English language proficiency

We teach all parts of all programmes in English; you must have complete fluency in the English language and evidence of this will be explored during the audition process (BA in Acting, MA Theatre Lab) or interview (FdA TTSM, BA TTSM and PgD Courses).

For all programmes except the MA Theatre Lab you must have achieved a minimum Level B2 in the Common European Framework of Reference Languages (CEFR) scale, which equates to IELTS 5.5.

For the MA Theatre Lab you must have achieved IELTS level 7.0 overall with a minimum of 6.5 in all areas or hold ISE III (C1) certification.

Specific criteria for individual programmes are as follows:

Admission Requirements for Bachelor of Arts (Honours) in Acting

- o. You must have a standard of education, both general and specific to the discipline to be studied, to equip you to benefit from instruction at levels 4, 5 and 6.
- p. You will be selected for admission by a four-stage audition process.

Admission Requirements for Foundation Degree in Technical Theatre and Stage Management

- q. You must have a standard of education, both general and specific to the discipline to be studied, to equip you to benefit from instruction at levels 4 and 5.

- r. You must show us evidence of practical experience of working in a technical area on a theatre production.
- s. You will be selected for admissions by a two stage process involving an interview and a workshop stage
- t. You may be asked to submit a portfolio of work at either stage of the admissions process

Admission Requirements for Bachelor of Arts (Honours) in Technical Theatre and Stage Management (completion award):

- u. Graduates of the RADA FdA Technical Theatre and Stage Management Foundation Degree will be considered if you have shown a clear suitability for further training at the BA level.
- v. You will be considered if you have graduated from a programme of study similar in content, commensurate in level of award and result with RADA's FdA in Technical Theatre and Stage Management (ie with 240 credits or equivalent at Level 5 in the FHEQ).
- w. You will require a strong testimonial from at least one of the following: a tutor, professional work placement, professional student buddy, or other industry specialist who is able to comment on the standard of your work.
- x. Candidates are asked to show any work that may serve to support their application
- y. You will be selected for admission by interview

Admission Requirements for Postgraduate Technical Programmes

- z. You must hold an undergraduate degree in a relevant subject and have substantial practical experience gained through study or professional experience, or demonstrate prior experiential learning equivalent to a level 6 qualification.
- aa. Candidates are asked to show any work that may serve to support their application.
- bb. You will be asked to submit a portfolio of work and you will be selected for admission by interview.

Admission Requirements for MA in Theatre Lab Programme

- cc. You must hold an undergraduate degree in a relevant subject and have substantial practical experience gained through study or professional experience, or
- dd. an undergraduate degree in an unrelated subject in addition to substantial practical acting/performance experience, or
- ee. demonstrate prior experiential learning in acting/performance equivalent to a level 6 qualification.
- ff. If you meet the requirements set out in criteria a-c, you will be invited to participate in a selection process comprising an audition, interview and written task

Duration of Programme and Mode of Attendance

The minimum length of study for our programmes, and the mode of attendance, are as follows:

- gg. BA (Hons) in Acting: three academic years, full time
- hh. Foundation Degree in Technical Theatre and Stage Management: two academic years, full time
- ii. BA (Hons) in Technical Theatre and Stage Management: one academic year full time
- jj. Postgraduate Diploma in Theatre Costume: two academic years, full time
- kk. MA in Theatre Lab: one calendar year from January.

Registration and Tuition Fees

You must register annually and inform us of both your permanent and term-time residential addresses. So that we can keep in touch with you, you must tell us promptly if you change your address.

We set tuition fees on an annual basis. A schedule of fees is published on our website.

Our Fees Policy sets out how you must pay your fees. If you leave early, the Fee Policy sets out what fees will remain owing to us.

If you do not pay your fees or agree with us a satisfactory arrangement for the payment of your fees, we may cancel your registration as a RADA student.

Attendance

We expect you to attend all teaching sessions and to arrive in good time. You must sign in every day you are present at RADA. This is in line with the professional standards.

You may not be absent from class without prior permission from the Director of Actor Training, Director of Technical Training, Head of Theatre Lab, Registrar, or other designated senior staff member. Our Attendance Policy sets out further details.

We will not grant permission for you to be absent from timetabled classes, rehearsals and assessments unless there are exceptional circumstances, as outlined in our Attendance and/or Mitigating Circumstances Policy.

You are not permitted to be late for any classes. We expect you to be on time for your call, which is prior to the actual start of the class time. We will record all late arrivals and absences as outlined in our Attendance Policy.

If you are a student on the BA Acting, FdA or BA (Hons) Technical Theatre and Stage Management course, and you are late, without prior permission, we may exclude you from class for the remainder of the session as outlined in our Attendance Policy.

If you have a high level of absence you are unlikely to meet the requirements to pass the continuous assessment elements of the course. Your ability to progress through or complete the course is subject to your overall academic performance, any mitigating circumstances you may submit, and the decisions of the Programme Assessment Board. If there are reasons for your absence for example ill health, the Support for Study procedure may be used to support you to complete your course, including where necessary a period of interruption or other adjustments that extend your total period of study.

Conduct

We expect you to maintain the highest standards of dedication and behaviour as outlined in the *Student Code of Conduct*.

If you are in breach of this code you may be referred to the *Non-Academic Misconduct Policy* or the *Support for Study Policy*.

RADA will not tolerate discrimination and discriminatory attitudes. You must have consideration and respect for everyone in the Academy, regardless of race, religion or belief, gender, sexual orientation, age, marital status and social background or any other protected characteristic. If you fail to observe this, we will treat it as a disciplinary offence and deal with it under the terms of the *Non-Academic Misconduct Policy*.

RADA will not tolerate harassment in any forms and it is a disciplinary offence. Harassment can include bullying, insulting comments, offensive behaviour, jokes, threats, and giving people unwanted attention. If you engage in harassment of other students or staff, we will start disciplinary proceedings, which may result in RADA withdrawing you from the course. Our *Non Academic Misconduct Policy* and *Sexual Misconduct, Bullying and Harassment Policy* contain further information.

If you are in breach of our regulations, policies and codes of conduct you may be subject to disciplinary sanctions, including expulsion from the Academy in accordance with the relevant policy or the *Emergency Powers of Suspension and Exclusion policy*.

Employment outside RADA and Early Release

You may not undertake any professional engagement for the duration of your training without the permission of the Principal of RADA or nominee.

You may not, whilst you are a student before the signing date, sign any contract or come to any understanding, with regard to your professional services, with any Artists' Agent or prospective employer without the permission of the Principal of RADA or nominee.

Our *Early Release Policy* sets out how, with the specific permission of the Principal of RADA or nominee, under specific circumstances and at the end of the BA Acting programme, BA (Hons) Technical Theatre and Stage Management you may substitute professional work for a RADA production and be awarded a degree, subject to successful completion of the required number of assessment points for your course. Such permission is only given in exceptional circumstances.

Interruption of Studies (Interruption)

If illness, disability or other personal circumstances prevent you from effectively pursuing your training you may apply to interrupt your training for a period agreed by the Principal or nominee.

The maximum period you are allowed to Interrupt is two years. If you are absent for more than two years you will be withdrawn from the course.

The maximum amount of time you may take to complete your degree including interruption is five years. Exceptions may be approved by Course Director and Registrar

Support for Study

The *Support for Study policy* is to enable you to succeed and progress with your studies in a supportive environment as well as ensuring that your safety and wellbeing, and that of other members of the RADA community, is maintained.

In cases where you do not meet these expectations you may be declared unfit to continue with your training (either temporarily or permanently) under the terms of the *Support for Study policy*.

Programme Content

You will follow the complete programme of study outlined in the relevant Programme Specification and Course Document.

You do not have a choice in the selection of your teachers, including visiting professionals.

You have no right to demand a specific part or show role in any production, project or assessment.

In cases of long term staff absence or changes, we may need to make some adjustment to the programme, in line with the programme specification, and following consultation with the students affected.

We may make adjustments to the programme content that reflect developments in theatre practice. You will be consulted before any significant adjustment to your programme is made during your period of study.

Assessment Framework

Overview

Our programmes lead to awards made by King's College London (King's). King's is responsible for assuring the quality of the qualifications that it awards and approves these academic regulations in the context of its own assessment regulations on an annual basis.

Assessment Boards

RADA Assessment Boards are responsible for ensuring that the examination and assessment procedures for the award(s) for which it is responsible are carried out in accordance with the regulations governing the programme(s) and award(s) concerned and other relevant Academy regulations and in a fair and impartial manner. Assessment boards make decisions on student progression, award, or withdrawal due to academic failure, based on consideration of assessment outcomes for each student.

Assessment Boards conduct their business according to the following terms of reference:

- a. to agree the grades awarded for each assessment and any aggregate marks calculated;
- b. to consider any recommendations arising from mitigating circumstances procedures;
- c. make decisions on each student's progression or final award in accordance with the requirements set out in the programme specification, course document and academic regulations including;
 - whether a student may proceed to the next stage of a programme
 - whether a student is permitted to retrieve or repeat an assessment, module or stage of a programme

- whether a student is required to withdraw due to academic failure
- the award of credit, degrees or diplomas and, where relevant, the classification of these awards

d. to consider initial comments from the External Examiner;

e. to note any adjustments made as a result of the implementation of emergency assessment regulations;

f. to ensure a proper record is kept of the proceedings and decisions, and that the confidentiality of these is preserved.

Assessment Board membership consists of the Director/Course leader of the course under consideration, a Director/Course Leader from another course, Internal and External Examiners, King's Chair of the School of Arts and Humanities Undergraduate/Postgraduate Faculty Assessment Sub-Committee; Registrar or Deputy Registrar.

Revocation of awards

King's College London may revoke any degree, diploma, certificate or other award granted by King's College London in accordance either with the Charter and Statutes of King's College London and all privileges connected therewith, if it shall be discovered at any time and proved to the satisfaction of King's College London that:

- ll. There was an administrative error in the award made under the procedures required by King's College London regulations; or
- mm. Subsequent to award, a Faculty Assessment Board, having taken into account information which was unavailable at the time its decision was made, determines that a candidate's classification should be altered.

Award of credit

Credits are awarded for the programmes listed in paragraph 3 above, with the exception of BA (Hons) Acting, which is not credit-weighted. The level and volume of credit associated with each course and module is outlined in the programme specification. The credit requirements for each type of award are outlined in the King's Assessment Regulations.

We do not permit credit transfer between our programmes or module exemptions based on prior learning.

All modules within the Foundation Degree, BA(Hons) in Technical Theatre, Postgraduate Diplomas and MA programmes are considered core modules, and hence must be taken and passed.

Continuous assessment: all awards

We will assess you by a joint process of continuous assessment and specific assessment points, as outlined in the individual programme specification.

Exceptionally, we may make provision for you to undertake an alternative form of assessment where it is impractical for you to be assessed or reassessed at the end of the module; provided that you are assessed on equal terms with other students. Our Mitigating Circumstances Policy sets out further information.

Academic Progression Requirements

BA Acting

You must pass every assessment point in the 1st and 2nd year to progress to the 3rd year.

During the third year, you may fail or miss one assessment.

If you are in danger of failing an assessment, during a cumulative assessment term, the tutor(s) concerned will inform the Director of Actor Training who will agree with them the strategy for informing you.

You may only miss an assessment if Mitigating Circumstances has been approved.

If you fail an assessment you will be given one opportunity to retrieve the mark by one of the following methods:

- nn. For an individual exercise within the cumulative assessment in years 1 and 2 the Director of Actor Training (i.e. the Assessment Board Chair) may offer you the opportunity to repeat that exercise at a later date. In cases where disability, illness or injury prevent you from taking the original assessment, reasonable adjustment will be made to allow you to be assessed by alternative means.
- oo. When the failed or missed assessment in Years 1 or 2 is a presentation in a play or other group-dependent exercise, you will be permitted to retrieve your assessment at the next available opportunity, in accordance with the retrieval schedule outlined in the Programme Specification.
- pp. When the failed or missed assessment is a performance in a play or other group dependent exercise, you will be assessed on the rehearsal/process alongside your documentation of the project/production.
- qq. In cases where you have missed an entire subject/project/production and its corresponding assessment point(s) (for example, being absent for four weeks or more) you will normally be subject to either a Support for Study (where there is an underlying mitigating cause) or to a disciplinary process, as a result of which you may be required to either withdraw, or to interrupt your studies for a period of time.
- rr. If you interrupt your studies you may re-join in the appropriate term in the following year in order to take the assessment. In some circumstances an alternative assessment method may be agreed in order to enable a student to complete their studies within the normal timescales. All such alternatives will be authorised by the Assessment Board.

If you need to extend the length of your registration to retrieve failed assessments you may be liable for additional fees at RADA's discretion

If you fail the attempt to retrieve the failed assessment then you may not progress with your studies and must withdraw from the course.

Students may in their third year of training undertake a professional engagement see above points 39-41

FdA and BA in Technical Theatre & Stage Management, Postgraduate Diploma Theatre Costume and MA Theatre Lab:

You must pass every assessment point to successfully complete the programme whether it is credit weighted or not.

You may only miss an assessment if Mitigating Circumstances have been approved

If you fail an assessment you will be given one opportunity to retrieve the mark, if you pass your retrieval the mark will be capped at the basic pass rate 40 for Undergraduate and 50 for postgraduate courses. Where possible you will be assessed by repeating the same activity. Where not possible, you may be required to carry out a separate piece of work in place of the original assessment. In cases where disability, illness or injury prevent you from taking the original assessment reasonable adjustments will be made to allow you to be assessed by alternative means.

If you interrupt your studies you may re-join at an appropriate point as agreed with the Course Leader/Director. This may result in you completing the course part-way through an academic year.

If you fail an assessment you will have one opportunity to retrieve the mark. Where possible you will be assessed by repeating the same activity. Where not possible, you may be required to carry out a separate piece of work in place of the original assessment. In cases where disability, illness or injury prevent you from taking the original assessment reasonable adjustments will be made to allow you to be assessed by alternative means.

All work receiving a failing grade from the first marker will be second-marked and shared with the External Examiner for the course.

If you need to extend the length of your registration to retrieve failed assessments you may be liable for additional fees at RADA's discretion.

You will only be permitted one opportunity to retrieve a failed assessment, unless mitigating circumstances apply.

An attempt to retrieve an assessment that has been missed due to mitigating circumstances will be treated as a first attempt. If you fail an attempt to retrieve a missed assessment, you may be permitted one further attempt to retrieve the failed assessment by the Assessment Board.

FdA TTSM and BA TTSM may in exceptional circumstances be permitted to take an extended placement. We will count the successful completion of this placement as two assessment points. You will normally be assessed by RADA tutors during an extended placement.

Award of a degree or other award

We will recommend to King's the award to you of a degree or other qualification when you have:

- ss. completed to the satisfaction of the relevant teaching staff the programme of study prescribed in the programme specification and Course Document for which you are registered;
- tt. successfully completed all assessments or elements prescribed for the award in the programme specification and have met all intended learning outcomes for the programme

At the completion of your final year the Assessment Board will confer awards in line with the following criteria:

Bachelor of Arts with Honours (BA (Hons)) Acting (awarded without classification):

An award will be made according to the following criteria:

uu. Pass: you have met the learning outcomes of the programme to a satisfactory standard.

vv. Fail: you have failed to meet the learning outcomes of the programme.

For the purposes of determining progress and achievement, numerical marks are awarded for each assessment. You must meet the minimum overall pass mark of 40 in order to qualify for the award of BA (Hons).

Foundation Degree of Arts in Technical Theatre and Stage Management (FdA):

An award will be made according to the following criteria:

ww. You will be eligible for the award of the Foundation degree if you have achieved a minimum average mark of 40 over the final year of the programme.

xx. If you achieve an average between 68 and 77 inclusive you will be eligible for the award of the Foundation degree with Merit

yy. If you achieve an average of 78 or over you will be eligible for the award of the Foundation degree with Distinction.

Bachelor of Arts with Honours (BA (Hons)) in Technical Theatre and Stage Management:

An Award will be made according to the following criteria:

zz. You will be eligible for the award of BA (Hons) if you have achieved an average of 40 over the final year of the programme.

aaa. If you achieve an average between 68 and 77 inclusive you will be eligible for the award of BA (Hons) with Merit

bbb. If you achieve an average of 78 or over you will be eligible for the award of BA (Hons) with Distinction.

Postgraduate Diploma (PgD) awards:

An award will be made according to the following criteria:

ccc. If you have achieved an average of 50 over the last three terms of the programme you will be eligible for the award of a Postgraduate Diploma (PgD).

ddd. If you have achieved an average between 68 and 77 inclusive you will be eligible for the award of PgD with Merit.

eee. If you have achieved an average of 78 or over you will be eligible for the award of PgD with Distinction.

MA Theatre Lab

An award will be made according to the following criteria:

fff. Pass: You have met the learning outcomes of the programme to a satisfactory standard.

ggg. Fail: You have failed to meet the learning outcomes of the programme.

For the purposes of determining progress and achievement, numerical marks are awarded for each assessment. You must meet the minimum overall pass mark of 50 in order to qualify for the award of MA.

Exit awards

We offer exit awards for the following programmes:

hhh. FdA in Technical Theatre and Stage Management

iii. BA (Hons) Acting

jjj. MA Theatre Lab

There are no exit awards for any other of our programmes. If you have failed to satisfy all the elements of an award, and have used all of your reassessment opportunities, then no transfer of credit is permitted, and no alternative exit award is offered.

Exit Award: FdA Technical Theatre and Stage Management

If you have successfully completed all modules and credit for the first year of the programme (Level 4) but have not completed the Foundation Degree in Technical Theatre and Stage Management as a whole, you will be eligible for the award of Certificate of Higher Education.

Exit award: BA (Hons) Acting

If you have successfully completed the first year of the programme (Level 4) but have not completed the BA Acting as a whole, we may award a Certificate of Higher Education.

If you have successfully completed the first and second years of the programme (Levels 4 and 5) but have not completed the BA Acting as a whole, we may award a Diploma of Higher Education.

Exit award: MA Theatre Lab

If you have achieved 120 credits in modules we may award a Postgraduate Diploma.

Mitigating Circumstances

You are required to take your assessments at the times we prescribe. However, there may be exceptional occasions when you are unable to meet those requirements. If you need an extension to a deadline, or wish to defer an assessment to a future point you must apply for Mitigating Circumstances.

If we approve mitigating circumstances then

kkk. in the case of an individual exercise, you will be allowed to retrieve the original assessment

lll. in the case of a performance in a play, or other group dependent exercise, you may then be offered an alternative method of retrieval by the Chair of the relevant Programme Assessment Board.

Mitigating circumstances will be approved where the Course Director, acting under delegated authority from the Assessment Board, is satisfied that the circumstances evidenced have either;

- mmm. prevented you from completing all or part of the assessment within normal timescales, or;
- nnn. would have had a significant or adverse impact on your performance in the assessment.

Late Submission of Work

We will apply an automatic penalty to your assessed work if:

- ooo. you fail to submit coursework for assessment
- ppp. you submit after the deadline, and have not had mitigating circumstances approved.

The automatic penalty will be in line with the following:

- qqq. If you submitted your work within 24 hours of the deadline it will be marked, but the mark awarded will be capped at the pass mark.
- rrr. If you submit your work after the 24-hour deadline you will, subject to the agreement of the Programme Assessment Board, be permitted to attempt the coursework again if the regulations for the programme permit such reassessment. The mark awarded will be capped at the pass mark. This will not apply where the work submitted is a written retrieval for a practical or performance-based assessment as a second attempt.

If you submit a mitigating circumstances form (requesting an extension) before the published coursework submission deadline and, as a result of your mitigating circumstances, submit work after the published deadline, your work will be marked without penalty, provided that the mitigating circumstances claim is approved.

Under no circumstances will marks be raised due to mitigating circumstances in relation to your performance in an assessment.

Publication of examination results and Issue of certificates

Pass lists will be published and marks issued by us under delegated authority from King's College London.

The 'date of the award' shall normally be the first day of the month following the date of the meeting held to ratify the results. For clarity, the date of award is not the same as the 'date of publication', for the purposes of appeals. The 'date of publication' is the date on which you are notified of the decision of the Assessment Board.

Representations concerning decisions of Assessment Boards

Except as provided for by the King's College London Regulations, we cannot modify any decision of a properly convened and constituted Assessment Board acting in accordance with these and any other relevant Academy or College Regulations.

We will not consider representations concerning decisions of Assessment Boards which are based solely upon a challenge to the academic judgment embodied in any decision.

Academic Appeals

An Academic Appeal is defined as a request for a review of an academic decision made by the Programme Assessment Board in relation to progression within a programme of study, assessments and awards.

If you are dissatisfied with the outcome of an assessment board you have the right to appeal on the grounds outlined in paragraph 106. You can only make an appeal after the relevant RADA Programme Assessment Board, with the King's Faculty Assessment Board Chair present, has agreed the mark and you have been formally notified of the outcome.

RADA's courses are subject to the King's College London academic appeals procedures. King's Assessment regulations (T44) state that a student may appeal on either or both of the following grounds:

- sss. Where there is evidence that assessment(s) may have been adversely affected by mitigating circumstances which the student was unable, or for valid reasons unwilling, to make known before the original decision was reached.
- ttt. Where there is clear evidence that assessment(s) may have been adversely affected by a significant administrative error on the part of [the Academy] or in the conduct of the assessment.

You have no right of appeal on the grounds of challenge to the academic judgement of an assessor or assessors.

If you wish to make an appeal, you should first discuss the issue with the Course Leader/Director, who will refer to the informal process for considering any challenge to a mark or comment (see *Appeals Policy and Procedure*, bearing in mind the provisions of paragraph 107 above). Advice is also available from Student and Academic Services.

After discussion with the Course Director, you must submit your appeal to King's College London within 15 working days of the formal notification of the decision of the Programme Assessment Board, using the King's College London appeal form, which is available from the Student Conduct and Appeals Office at King's College London.

Where you have been withdrawn from a programme due to academic failure, you will not normally be permitted to continue with your studies or to progress to the next stage of your programme pending the outcome of an appeal.

The full Appeals Procedure and guidance is available from
<https://www.kcl.ac.uk/aboutkings/orgstructure/ps/acservices/conduct/academic-appeals>

Complaints

We want to provide you with the best experience possible and give you a remedy if things go wrong. Our Complaints Policy and Procedure set out how we will deal with a complaint.

Grounds for complaint may include:

- uuu. Matters seriously undermining the quality of learning provision or support we provide, contrary to what you were led to expect;
- vvv. The absence, inadequacy or withdrawal of a service or facility which you were led to expect, including in respect of adjustments made, or not made, in accordance with the Equality Act 2010.

RADA sets out what services, facilities and learning opportunities it will provide in its terms and conditions, policies, procedures and programme information. These documents form a contract between RADA and its students. Complaints about differences in provision between RADA and other similar institutions or organisations will not normally be considered under the student complaints procedure where such provision is not outlined in our contract with you.

There may be occasions when services or learning opportunities are adversely affected by unforeseen circumstances. When this happens, you are entitled to expect that steps will be taken promptly to solve the problem or make alternative arrangements. Complaints will not normally be upheld if they concern specific short-term shortfalls in arrangements which otherwise accord with RADA's contractual obligations to you.

You will never be disadvantaged as a result of making a complaint in good faith.

Further details on the procedures for making a complaint can be found in the Complaints Policy and Procedures.

Non-Academic Misconduct Policy, Procedure and Guidance

Non- Academic Misconduct Policy & Procedure - Changes to the Policy

Listed below are the main minor changes made to the Policy.

1. References made to non-academic misconduct as opposed to academic misconduct.
2. Reference made to No Contact Orders as well as Agreements. No Contact Orders may be imposed by the College on students, whereas No Contact Agreements are agreed between those students.
3. Reference made to Emergency powers regulations at Chapter 8.21 in reference to safeguarding measures.
4. No longer referencing minor misconduct and instead refer to misconduct “that can be resolved at the preliminary enquiry stage.”
5. Clarification that “Where conditions are imposed for the continuation of student status, any conditions may be discussed with relevant Faculty staff in order to consider the impact of programme requirements or of the external regulator’s requirements (for professional programmes).”
6. Clarification that only students convicted and imprisoned for a period of 21 days or more may be withdrawn. This removes the automatic withdrawal of anyone imprisoned so that each case can be considered on its facts in accordance with natural justice principles.
7. Clarification as per the OIA recommendations that “a student, who has reported another student under the College Complaints Policy, has no right of appeal to the outcome of another student’s outcome under this process. “
8. Confirmation added that students on a professional programme may be added to the excluded student database where they are expelled for misconduct.
9. Increase in the number of days that the student has to notify the College that they wish to have representation at a Committee to allow the College time to also get representation where necessary.
10. Clarification as to when and how any legal representatives might be allowed to support a student.

Non Academic Misconduct Guidance

Listed below are the main minor changes made to the Non Academic Misconduct Guidance:

1. Reference made to other relevant policies and sites such as the Bullying & Harassment Policy and King’s Community charter and Report + Support.
2. Additional clarification that “expressing/making comments that are offensive to a protected characteristic”, controlling behaviour, coercive behaviour, public shaming or humiliation in front of others and encouraging/inciting others to be abusive to a person online or otherwise are offences under Offensive or Abusive Behaviour.
3. Clarification that online behaviour is included as part of several offences.
4. Removal of Covid 19 related offences and adding in of vaping under causing a health and safety concern.

Non Academic Misconduct Policy and Procedure

MISCONDUCT POLICY AND PROCEDURE

Policy Category:	Academic – Student
Subject:	Non Academic Misconduct –
Approving Authority:	Academic Board
Responsible Officer	Vice-President & Principal (Education & Student Success)
Responsible Office:	Student Conduct & Appeals
Related Procedures:	Misconduct Procedure
Related College Policies:	Support for Study Policy and Procedure Fitness to Practise Policy and Procedure Academic Misconduct Policy and Procedure
Effective Date:	
Supersedes:	
Next Review:	

I. Purpose and Scope

As members of the King’s community, students are expected to adhere to the regulations, procedures and policies of the College, to show respect for the persons within and for the property of the King’s community, and to behave in a way that does not interfere with the proper functioning or activities of the College. Where there is reason to believe that the behaviour of a student falls below the expected standards set out in the guidance (see useful links below), and/or where regulations, procedures, and/or policies have been broken, the Misconduct Procedure will be instigated.

This policy and procedure outline how the university will respond to concerns about a student’s non-academic conduct and includes but is not limited to those offences set out in the Non-Academic Misconduct Guidance. This policy and procedure extends to alleged misconduct by a student occurring on College premises or off College premises (including via electronic means, such as email and social media) where the alleged victim is the College itself, a member of the King’s community, or a visitor to King’s or to alleged misconduct occurring during College activities (including on placements and field trips).

The policy has been developed with regard to equal opportunities legislation, which ensures that the rights of students are protected, and judgements are free from prejudice on the basis of protected characteristics. If a student states the behaviour giving rise to the disciplinary concern is related to their disability, the College may consider carefully whether to proceed with disciplinary action under these regulations, or to refer the student to support under other regulations, policies and procedures.

II. Definitions

The following definitions can be found in the Academic Regulation Glossary:

- Collaborative Provision
- Exclusion
- Misconduct
- Non Academic Misconduct (Non academic misconduct relates to all misconduct which is not assessment related).
- Suspension

III. Policy

1. Introduction

- 1.1. As members of the King's community, students are expected to adhere to the regulations, policies and procedures of the College, to show respect for the persons within and for the property of the King's community, and to behave in a way that does not interfere with the proper functioning or activities of the College. Where there is reason to believe that the behaviour of a student falls below the expected standards set out in the guidance (see useful links below), and/or where regulations, procedures, and/or policies have been broken, the Non Academic Misconduct Procedure will be instigated.
- 1.2. Where any relevant stakeholder believes that non-academic misconduct may have been committed by a student of the College, they should notify the Head of Student Conduct and Appeals (HoSCA) in writing as soon as possible. Allegations of research misconduct will be considered in accordance with the procedures for investigating and resolving allegations of research misconduct.
- 1.3 All references to misconduct in this policy refer to non-academic misconduct (unless otherwise stated).

2. Collaborative Provision

- 2.1. Where a student is registered on an intercollegiate module the College will notify the Home Institution under that agreement that it has instigated misconduct proceedings against the student.
- 2.2. In cases of non-academic misconduct the following will apply:
 - a. where the College is the Host Institution it may deal with the misconduct under this policy and procedure if the misconduct took place on College premises, or involves others members of the College, and falls within the scope of these regulations. However, the Home Institution may conduct a further review under its procedures if the College removes the student from the intercollegiate module. This review cannot change the outcome that the student has been removed from the intercollegiate module.
 - b. where the College is the Home Institution it shall not conduct a misconduct investigation if it took place at the Host Institution's premises, or involving other members of the Host institution. However, it will do so if the misconduct took place at any other location which falls within the scope of these regulations.
 - c. where the Host Institution has conducted an investigation under its procedures the College will have the right to conduct a review under these regulations where a student has been removed from the programme. However, the College will not be able to reinstate the student on the intercollegiate module at the Host Institution. The HoSCA will conduct a review to decide whether any further action is necessary under these regulations.

3. Investigating an allegation of misconduct

- 3.1. All allegations of misconduct will be investigated in accordance with this policy and using the corresponding misconduct procedures.
- 3.2. There will be a presumption of innocence until a case has been fully considered.

- 3.3. The College may take safeguarding steps to ensure the fairness of an investigation, and to ensure the safety of all members of the King's community, including, but not limited to No Contact Orders, No Contact Agreements and Suspensions and Exclusions as set out in Chapter 8.29 to 8.36 of the Academic regulations, which may include exclusions from King's Residences or removal of a student from placement under Chapter 8.21 to 8.25 of the Academic regulations. The College may disclose the outcome of a misconduct procedure to King's Residences and King's College Student's Union in respect of safeguarding measures that may need to be implemented including suspensions and exclusions
- 3.4. Proceedings are not invalidated or postponed due to the absence of the student or the student's failure to respond, provided that the student has been given timely written notice of the relevant misconduct meeting, deadline or Committee Hearing date. In the event of a Committee, those conducting the Committee must also be satisfied that all the evidence and representations are before it. In the event that a student has indicated they will attend but then cannot do so for good reason an adjournment may be considered.

4. Preliminary Enquiry

- 4.1. On receipt of an allegation of misconduct, the HoSCA (or their nominee) will conduct a preliminary enquiry. It may be deemed necessary to conduct an interview with the student(s) against whom the allegation has been made and the student(s) ~~will~~ may be required to attend. Students are expected to engage with the process with honesty and transparency, however, a student will not be obliged to make a statement or give any explanation.
- 4.2. Students may provide the names of witnesses to be contacted in their defence or mitigation. The HoSCA will be responsible for contacting witnesses for statements or interview.
- 4.3. On completion of the preliminary enquiry the HoSCA will determine, normally within 10 working days, whether:
- a. there is insufficient evidence to form the basis of a charge of misconduct; or
 - b. there is sufficient evidence to form the basis of a charge of misconduct that can be resolved at the preliminary enquiry stage; or
 - c. there is sufficient evidence to form the basis of a charge of major misconduct.
- 4.4. The College defines major misconduct as an offence which is sufficiently serious enough that it calls into question the student's registration. Instances of major misconduct may also include, but are not limited to, repeated or persistent minor offences, multiple concurrent minor offences or refusal to comply with a penalty imposed under this regulation.
- 4.5. In all cases where the gravity of the offence appears to warrant it, or the appropriate penalty may be beyond the limit for a minor offence, the HoSCA may refer a case to a Misconduct Committee.
- 4.6. If the HoSCA determines there is insufficient evidence to form the basis of a charge of misconduct, that decision will be sent to the student.
- 4.7. If the HoSCA determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a minor infringement, the HoSCA may, at their discretion, issue a one or more of the following penalties:
- a warning;
 - payment of compensation for damages;
 - conditions for the continuation of student status;
 - a no-contact order regarding one or more members of the King's community
 - community service;

- a fine, up to £1,000 payable to a charity (not being King's College)
- exclusion for a stated period from specified activities or specified parts of the College, including your King's Residence room; conditions for re-admittance may be specified;

Where conditions are imposed for the continuation of student status, any conditions may be discussed with relevant Faculty staff in order to consider the impact of programme requirements or of the external regulator's requirements (for professional programmes).

- 4.8. The student can contest the allegations and penalty within 5 working days, in which case the HoSCA will refer the matter to a Misconduct Committee
- 4.9. If the HoSCA determines that there is sufficient evidence to form the basis of a charge of misconduct which constitutes a major infringement, the matter will be referred to a Misconduct Committee.
- 4.10. Where an allegation of misconduct is referred to a Misconduct Committee, the HoSCA will act as the College Representative to present the case to a Misconduct Committee.
- 4.11. The Faculty Assessment Board (FAB) may be instructed by the HoSCA to not issue the student with a final award whilst action is being taken under this Regulation. This restriction will be lifted upon completion of the action.
- 4.12. Any outcome under this Regulation does not preclude King's Residences from taking action under the Residence's Disciplinary Procedure. Where the misconduct occurred during KCLSU activities, this does not preclude KCLSU from taking action under their policies and procedures.

Misconduct which is also a criminal offence

- 4.13. Current students should inform their Faculty of registration of any breaches of the law during their programme of study which fall within the category of those required to be disclosed at admission. Where a specific breach of the law would render the student ineligible for continuing on their programme of study, the student's registration will be terminated without notice under Chapter 8.44 of the academic regulations.
- 4.14. Where the alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the College's own misconduct investigations or proceedings may be delayed until such time as the police and/or courts have completed their investigations and proceedings.
- 4.15. Students following a programme of study where it is a requirement to undergo a Disclosure and Barring Service check as a condition of enrolment are required to notify the Faculty, immediately that DBS status alters, in writing, of any criminal convictions subsequently imposed.
- 4.16. Students convicted and imprisoned for a period of 21 days or more may be automatically withdrawn from the College. Any such students will have the right to submit written representations to the HoSCA against this decision, within 21 days of the date of notification of the decision to withdraw. Representations received after this deadline will only be accepted at the discretion of the HoSCA

5. Outcomes

- 5.1. Should the Misconduct Committee decide that the charge was not established, that decision will be communicated to all persons involved in the case, normally within five working days of the date of the Committee.
- 5.2. Where the Misconduct Committee determines that a charge of misconduct has been substantiated on the balance of probabilities, the Committee may decide one or more of the following measures:
- i. a warning;
 - ii. payment of compensation for damages;
 - iii. conditions for the continuation of student status;
 - iv. a no-contact order regarding one or more members of the King's community
 - v. community service;
 - vi. a fine, up to £1,000 payable to a charity (not being King's College);
 - vii. exclusion* for a stated period from specified activities or specified parts of the College, , including your King's Residence room conditions for re-admittance may be specified;
 - viii. suspension for an indefinite period, with an agreed review date;
 - ix. termination of Residence Licence Agreement
 - x. a recommendation to the Academic Board that the student's award be revoked;
 - xi. expulsion (with or without credit retained).

*Exclusion is selective restriction on attendance at or access to, the College and on participation in College activities. Suspension is a total prohibition on attendance at, or access to, the College and on participation in College activities. It may be subject to conditions, such as permission to attend an examination.

- 5.3. The decision and outcome of the Committee will normally be sent to the student within five working days of the date of the decision of the Committee. Outcomes will be communicated to the student, the relevant Department or Faculty, and other College officers as appropriate. A copy of the decision and outcome will be placed on the student's file. A student will also be advised that the case may be taken into consideration in the event of a future substantiated offence.
- 5.4. The Misconduct Committee may decide that the outcome be imposed immediately or be deferred. The conditions of any such deferment will be clearly stated as part of the decision of the Committee.
- 5.5. The Misconduct Committee will have the discretion to indicate a point in the future, and the conditions under which, a substantiated allegation of misconduct may be considered spent.
- 5.6. Where a student is following a programme of study leading to a professional qualification which is registrable with a statutory regulatory body the decision of the Committee will also be sent to the Executive Dean of Faculty for consideration in accordance with the Fitness to Practise Policy and Procedure.
- 5.7. Where a student who has been found guilty of misconduct holds a professional qualification which is registerable with a professional, statutory or regulatory body, the College may report the student to that body under the Fitness to Practise Policy and Procedure..

6. Appeal

- 6.1. Students may appeal the decision of a Misconduct or Residences Disciplinary Panel on either or both of the following grounds:

- a. there is new evidence that could not have been, or for good reason was not, made available at the time of the Committee, and the case warrants further consideration;
- b. evidence can be produced of significant procedural error on the part of the College before or during the Committee, and the case warrants further consideration.

6.2 The Principal will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard.

6.3 Students should submit a Misconduct Appeal Form to the HoSCA, on behalf of the Vice-Principal or President (or their nominee), within 10 working days of the date of the Misconduct Committee outcome. Misconduct Appeal Forms received after this deadline will only be accepted at the discretion of the Vice Principal or President (or their nominee).

6.4 The Vice Principal or President (or their nominee) will normally advise the student of their decision on the appeal within 30 working days of receipt. If the appeal is to be heard, an Appeal Committee will be appointed. If the appeal is rejected, reasons will be given.

6.5 It should be noted that a student, who has reported another student under the College Complaints Policy, has no right of appeal to the outcome of another student's outcome under this process.

7. Appeal Outcomes

7.1. The decision and outcome of an Appeal Committee will normally be sent to the student within five working days of the date of the decision of the Appeal Committee. Outcomes will be communicated to the student, the relevant Department or Faculty, and other College officers as appropriate. A copy of the decision and outcome will be placed on the student's file.

7.2. The Appeal Committee may reject or uphold the appeal. Where the Appeal Committee upholds the appeal, the Committee may order one or more of the following measures:

- a) modify or reverse the findings of a Misconduct Committee or a Residences Disciplinary Panel;
- b) modify or reverse the order of a Misconduct Committee or a Residences Disciplinary Panel.

7.3 Where an Appeal Committee rejects the appeal, the findings and decision of the Misconduct Committee stands.

7.4 A decision of an Appeal Committee will be final.

8. Relationship to Support for Study Policy and Fitness to Practise Policy

8.1. There may be instances where a student states that the behaviour giving rise to a misconduct concern is related to their long-term medical/mental health condition or disability. The university may consider whether to proceed with misconduct proceedings or refer the student to the Support for Study Policy and Procedure. To ensure the Support for Study Policy and Procedure are used appropriately and where there are justifiable concerns about misconduct, these concerns should be raised with the Head of Student Conduct & Appeals or nominee who will ask the Student of Concern Management Group to review the case and decide whether to invoke the Support for Study Policy and Procedure and/or continue with Misconduct. This may include consultation with members of staff from the student's faculty or other relevant members of the university community, collaborative partners or external professionals.

8.2 Where a student faces an allegation of misconduct under this policy, the case shall be considered in accordance with the corresponding misconduct procedures. Where a student is found guilty of misconduct, the findings shall be notified to the appropriate Executive Dean of Faculty. The Faculty

shall consider the findings, in accordance with the Faculty's fitness to practise procedures, to determine whether the case should be referred to the Head of Student Conduct & Appeals (HoSCA) for consideration by the Fitness to Practise Committee. Where a Fitness to Practise issue is present within a misconduct case, the HoSCA will notify the Faculty as soon as possible in order to allow the Faculty to determine whether any precautionary action should be taken and in any event within one month of the Misconduct outcome being sent.

- 8.3 Where a student is on a professional programme in accordance with the College's Fitness to Practise Policy & Procedure, if the student is expelled under this Procedure, they may be added to the excluded student database or other external declarations may be made.

9. Disclosure of information

All university staff members are governed by the requirements of GDPR. All data relating to an individual's physical or mental health is regarded as sensitive personal data. The KCL Data Protection Policy contains guidance on the use of sensitive personal data and should be followed in any Misconduct procedures.

10. Related regulations, policies and procedures

[Support for Study Policy](#)

[Fitness to Practise Policy](#)

Academic Misconduct Policy and Procedure

[Non-Academic Misconduct Guidance](#)

Committee Structure (see under "Important Documents")

Glossary

[King's Community Charter](#)

[Bullying & Harassment Policy](#)

Misconduct Procedure

Representation at Committees and Preliminary Enquiry Meetings

1. A student facing a charge of misconduct may be represented at any point in the proceedings by another College member or by a member of the King's College London Students' Union or, where the student is registered on a programme with professional registration, a member of their professional organisation.
2. Additionally, the student may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as a sign language communicator or interpreter.
3. If the student is to be represented or accompanied, the name of the person attending must be received in writing by the Head of Student Conduct and Appeals (HoSCA) at least 7 days in advance of the Committee. The Chair of the relevant Committee has the discretion to refuse to permit a representative or friend or family member attend ~~where prior written notice has not been given~~ with reasonable cause. Committee documentation may be shared with approved representatives.
4. If a student wishes to be represented by an individual not listed above, they should make representations to the Chair of the relevant Committee where it has been referred to a Committee or HoSCA at the preliminary enquiry stage. The Chair or HoSCA has the absolute discretion to accept or reject an application for alternative representation (including legal representation) or to impose conditions on that attendance (eg. to provide support only) and their decision will be final. A legal representative will not normally be permitted to attend a Preliminary Enquiry meeting.

It is expected that all parties involved in a misconduct investigation will act reasonably and fairly and treat the process in a respectful manner. If inappropriate behaviour is displayed, further action may be taken.

Misconduct Committee Procedure

5. Written notice of the Committee date, including the names of the Committee members, the College Representative and the College witnesses, together with all documentary evidence, including copies of witness statements, will normally be sent to the student at least 10 working days before the Committee date.
6. The student may present documentary material or witnesses in their defence or mitigation. Documentary evidence for consideration by the Misconduct Committee, and/or the names of any additional witnesses and written copies of their evidence, must be sent to the HoSCA at least five working days in advance of the Committee. The HoSCA will ensure this evidence is sent to the Committee, and will contact any witnesses directly. Documentary evidence and/or witnesses received after this deadline will only be accepted at the discretion of the Chair of the Committee.
7. The Chair has the discretion to adjourn the Committee where the above timeframes have not been met. The Chair will determine whether additional witnesses should be invited to attend the Misconduct Committee, or where written evidence shall suffice. Where a witness is required to attend the Committee, it is the student's responsibility to invite ~~any~~ the witnesses they wish to attend, to ensure that witnesses can attend. Committee documentation may only be shared with witnesses with prior written approval from the HoSCA. The Committee will not normally be adjourned due to the unavailability of a witness, and any decision to adjourn is the sole discretion of the Chair.

8. The student facing the charge will have the right to be present during the Committee except if the Committee requires private discussions where only the Committee and the Clerk will be present.
9. The College Representative will present the charge and evidence gathered to the Committee. The student facing the charge (or their representative) will be invited to reply. Either party may call witnesses to the fact, in accordance with the timeframes and provisions set out above.
10. The Committee may ask questions of all those called before it, and the College Representative and the student may raise questions through the Chair.
11. At the conclusion of the presentations and questions, the student facing the allegation may address the Committee and make a statement.
12. The Committee will deliberate in private and will normally reach a decision and outcome without adjournment.
13. At any time during the proceedings, the Chair may adjourn the Committee for the purpose of reaching a decision, outcome, or for other good cause. The Committee will ensure that any adjournment does not unreasonably delay the misconduct proceedings.
14. A decision of the Committee will be reached by a majority vote of the members of the Committee present at the Committee but will be announced as a decision of the Committee. The votes of the individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

Appeal Committee Procedure

15. Written notice of the Committee date will normally be sent to the student and College Representative/Assessment Board Representative, together with the names of the Committee members and all documentary evidence, at least 10 working days before the Committee date.
16. The student may present documentary evidence for consideration by the Committee. This evidence must be sent to the HoSCA at least five working days in advance of the Committee. This evidence will be sent to the Committee by the HoSCA. Documentary evidence received after this deadline will only be accepted at the discretion of the Chair.
17. The student facing the charge will have the right to be present during the Committee except if the Committee requires private discussions. Only the Committee and the Clerk to the Committee will be entitled to be present at such times.
18. The student making the appeal, or their representative, will present their case against the decision or outcome of the Misconduct Committee. The College Representative may also be present at the Appeal Committee and will have the right to respond to the student's appeal.
19. An Appeal Committee will consider the relevant documents and may call persons connected with the proceedings from which the appeal arises to address the Committee.
20. An Appeal Committee will normally reach its decision without adjournment but may adjourn for the purpose of reaching a decision. The Committee will ensure that any adjournment does not unreasonably delay the misconduct proceedings.

21. The decision of an Appeal Committee will be reached by a majority vote of the members of the Committee and will be announced as the decision of the Committee. The votes of individual Committee members will be treated as confidential. In the event of a tie, the Chair will have the casting vote.

NON-ACADEMIC MISCONDUCT GUIDANCE

As members of the King's community, students are expected to adhere to the regulations, procedures and policies of the College, to show respect for the persons within and for the property of the King's community, and to behave in a way that does not interfere with the proper functioning or activities of the College. Where there is reason to believe that the behaviour of a student falls below the expected standards, as set out below, and/or where regulations, procedures, and/or policies have been broken, as outlined below, the Non-Academic Misconduct Policy and Procedure will be instigated. The Procedure extends to alleged misconduct by a student occurring on or off College premises (including via electronic means, such as email and social media and online teaching such as lectures and seminars) where the alleged victim is the College itself, a member of the King's community, or a visitor to King's.

Please note that the examples of unacceptable behaviour listed below are not exhaustive. The university can bring action in relation to other unacceptable behaviour. Additionally, the indication of the sanctions which may be applied if certain behaviour is found to have taken place is illustrative only. King's will consider any mitigating and aggravating factors when determining a penalty. Such factors include, but are not limited to, elements of discrimination, instances of previous misconduct, and mitigating circumstances occurring at the time of the alleged incident. A full list of the sanctions which may be imposed is set out in the [Non-Academic Misconduct Policy and Procedure](#). [This document should also be read in conjunction with the following:](#)

Bullying & Harassment Policy

Any student or staff member experiencing bullying and harassment, sexual or physical misconduct can report this on [Report + Support](#) where there are full details of how to report and get support from the university and externally.

King's Community Charter

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Physical Misconduct	<ul style="list-style-type: none"> - Punching - Kicking - Slapping - Pulling hair - Biting - Spitting 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status - Formal warning - Written apology
	<ul style="list-style-type: none"> - Pushing - Shoving 	<ul style="list-style-type: none"> - Conditions for the continuation of student status - Formal warning - Written apology

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Sexual Misconduct	<ul style="list-style-type: none"> - Engaging in any kind of sexual act without consent - Sharing private sexual materials of another person without consent - Kissing without consent - Touching through clothes without consent - Inappropriately showing sexual organs to another person - Repeatedly following another person without good reason - Making inappropriate or unwanted remarks of a sexual nature - Sharing inappropriate images online - Making unwanted sexual advances or suggestive behaviour 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status - Formal warning - Written apology

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
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Offensive or Abusive Behaviour	<ul style="list-style-type: none"> - Threats to hurt another person - Abusive comments relating to an individuals' protected characteristics - Expressing/making comments that are offensive to a protected characteristic - Acting in an intimidating and hostile manner - Controlling behaviour - Coercive behaviour - Public shaming or humiliation in front of others - Repeatedly following another person without good reason 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status - Formal warning - Written apology
	<ul style="list-style-type: none"> - Use of inappropriate language - Repeatedly contacting another person (by phone, email, text, on social media or other online platform or through a third party) against the wishes of the other person - Distributing or publishing a poster, image, video, notice, sign or any other matter, online or otherwise which is offensive, intimidating, threatening, indecent or illegal - Taking a photograph of a student or employee of King's, or a visitor to King's, and distributing or publishing this image without permission online or otherwise 	<ul style="list-style-type: none"> - Conditions for the continuation of student status - Written warning - Formal apology

	<ul style="list-style-type: none"> - Distributing or publishing an existing photograph of a student or employee of King's, or a visitor to King's, without permission - Filming/recording of a student or employee of King's, or visitor to King's, and/or distributing or publishing the footage without permission. - Encouraging/inciting others to be abusive to a person online or otherwise. 	
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Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Damage to Property	- Causing significant damage to King's property, or the property of students or employees of King's, or visitors to King's	Suspension Conditions for the continuation of student status Compensation for damage caused
	- Causing minor damage to King's property, or the property of students or employees of King's, or visitors to King's	Compensation for damage caused Formal warning Written apology

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Unauthorised Taking or Use of Property	- Unauthorised entry onto or unauthorised use of King's property	-Suspension -Conditions for the continuation of student study -Compensation for damage caused
	- Taking property belonging to another without permission	
	- Misuse of King's property (for example, computers and laboratory equipment)	-Compensation for damage caused - Formal warning -Written apology

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
<p align="center">Causing a Health and Safety Concern/Issue</p>	<p>Act/omission that did cause, or could have caused, serious harm on King’s premises or during King’s activities, for example:</p> <ul style="list-style-type: none"> i. Disabling fire extinguishers or smoke alarms, or possessing/supplying controlled drugs ii. Persistent failure to adhere to King’s Residences Health & Safety Guidelines 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for continuation of student status - Compensation for damage caused - Exclusion - Formal warning
	<p>Act/omission that did cause, or could have caused, a health and safety concern on King’s premises or during King’s activities (for example, smoking cigarettes or vaping in non designated areas)</p>	<ul style="list-style-type: none"> - Compensation for damage caused - Formal warning - Written apology

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Operational Obstruction	<ul style="list-style-type: none"> - Act/omission/statement intended to deceive King's - Disruption of the activities of King's (including academic, administrative, sporting and social) on King's premises, online or elsewhere - Disruption of the functions, duties or activities of any student or employee of King's, or any visitor to King's 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status - Compensation for damage caused
	<ul style="list-style-type: none"> - Improper interference with the activities of King's (including academic, administrative and social) on King's premises, online or elsewhere - Improper interference with the functions, duties or activities of any student or employee of King's, or any visitor to King's 	<ul style="list-style-type: none"> - Conditions for the continuation of student status - Compensation for damage caused - Formal warning - Written apology - Fine

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Reputational Damage	<ul style="list-style-type: none"> - Behaviour that did cause, or could have caused, serious damage to the reputation of King's 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status
	<ul style="list-style-type: none"> - Behaviour that did damage, or could have damaged, the reputation of King's 	<ul style="list-style-type: none"> - Formal warning - Written apology - Fine

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Commission of a Criminal Offence	<ul style="list-style-type: none"> - Behaviour which constitutes a criminal offence, committed whilst on King's premises - Behaviour which constitutes a criminal offence, committed whilst engaged in King's activities - Behaviour which constitutes a criminal offence, which affects the functions, duties or activities of any student or employee of King's, or any visitor to King's - Behaviour which constitutes a criminal offence, which damages the reputation of King's - Behaviour which constitutes a criminal offence, which itself constitutes misconduct within the terms of this Guidance document - Behaviour which is an offence of dishonesty, where the student holds an office of responsibility at King's - Failure to disclose a breach of the law/criminal conviction 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for continuation of student status - Formal warning

Disciplinary Offence	Examples of Unacceptable Behaviour	Examples of Sanctions
Regulatory/Procedural Breach	<ul style="list-style-type: none"> - Behaviour which has breached another King's Regulation, Procedure or Policy (for example, the Residences Discipline Policy or the IT Acceptable Use Policy) - Failure to comply with a previously-imposed penalty (other than non-payment of a fine) 	<ul style="list-style-type: none"> - Expulsion - Suspension - Conditions for the continuation of student status - Compensation for damage caused - Formal warning - Written apology - Fine

Support for Study Policy & Procedure

The Support for Study Policy and Procedure has been extensively reviewed this year as part of the work of the Support for Study Working Group's work.

The Support for Study Working Group (SfS WG) includes staff from Student Services Teams including Counselling & Mental Health, Disability Support & Inclusion, Welfare and Well Being and Student Conduct & Appeals, Student Success including the Head of Transitions, Faculty colleagues including Senior Academic Staff and Student Experience Managers and KCLSU including KCLSU Advice and a student officer.

The policy was first introduced in September 2020 as the Fitness to Study Policy and the policy name was changed for this academic year to become the Support for Study Policy. The procedure has seen a huge take up in its use since its introduction and has broadly been a success in terms of its support to students.

In particular we have done the following:

1. Made small changes that fit with current practices

This includes: being clear that fitness to study "where continuing their studies, may cause detriment to their safety and physical health and wellbeing"; clarifying that the Student of Concern Management Group makes decisions around how to deal with misconduct and support for study issues; clarifying that Student Conduct & Appeals now arranges Stage Three meetings; clarifying that Residences includes third party operators; adding exclusion to the definitions as it may be used in conjunction with the policy; including a definition or "Review" and clarifying that Reviews will be conducted before a student returns to study to help them re-engage with their studies;

2. Made changes that will enable more involvement from Residences

A number of Support for Study issues arise in Residences and can give rise to concerns about a student's fitness to reside within Residences. The changes to the policy allow for Residences to meet with students and take the lead at Stage One and Two as well as be involved at Stage Two and Three (which is already the case). Options have also been added around "Alternative Residences arrangements" which can allow students to move rooms/locations or leave Residences.

3. Introduction of Stage Two Supported by Student Services (Stage Two S)

This is already taking place in cases, where it is thought that extra support is needed for the students that we think could benefit from the involvement of Student Services teams such as Disability Support & Inclusion, Counselling & Mental Health or Advice, Welfare & Wellbeing. The introduction of this as a clear Stage gives clarity as to its purpose.

4. Update and change to interruption on a mandatory basis

A change to the requirements around Mandatory Interruption where concerns are so significant that it is thought that it would be detrimental to the student's health and well being to invite them to attend a meeting but it's also believed that they should be interrupted due to serious concerns about their health and well being. The current wording uses "incapacity" but it is thought that this word is not appropriate as it doesn't cover the types of circumstances when this may be a necessary step to support the student's health and well being. The following is believed to more accurately reflect the circumstances when an immediate interruption is needed and has been drafted following consultation with the Counselling & Mental Health Service:

"5.1.5 Mandatory Interruption due to serious concerns in relation to physical or mental ill health where the university believes that it is appropriate to act without delay and where it does not think it is

appropriate to meet with the student before placing them on interruption. Serious concerns include but are not limited to treatment requiring a stay in hospital for a period of 3 days or more or a series of hospital admissions for a shorter period of time. Under this clause the university will interrupt the student until such time as a Stage Three Panel deems that they are able to return to studies with any recommendations or conditions to help them to do this. In order for a Stage Three Panel to be convened the student will be required to provide evidence from an independent medical professional that they are well enough to engage with the process. Once this is established by an independent medical professional, the student will normally be invited to a meeting under Support for Study Stage Three to discuss the issues as outlined under this Policy and the Stage Three Procedure.”

This type of interruption is used very rarely and it is much more common that a student will be supported to attend a Stage Three meeting to discuss whether interruption is appropriate.

5. Clarification that Suspension and Exclusion

These actions may be recommended under Support for Study but that it will be decided under the emergency powers section of the academic regulations.

6. Reasonable Adjustments

Details of the sorts of Reasonable Adjustments that may be available.

7. Non-engagement

Clarification as to when non-engagement with the Policy at earlier Stages will lead to a Stage Three meeting.

8. Signing of Outcomes Extended to Senior staff within SED

Option now for the decision at Stage Three to be signed off by a senior member of staff within SED as well as in Faculty.

Other work that is being done by the Support for Study Working Group has been to develop guidance for students which will be published shortly as a Student Services Online Article as well as developing Staff Guidance. The Sfs WG has also started to develop flow charts for interaction with other processes which will be provided for other Working Groups such as the Mitigating Circumstances Supported Students Journeys.

Please see the proposed amended Policy below.

I. Purpose & Scope

Support for Study Policy	
Policy category	Academic
Subject	Support for Study
Responsible officer	Director of Students & Education
Delegated authority	Student Services
Related university policies and regulations	Misconduct Policy Fitness to Practise Policy
Related procedures	Support for Study Procedure (appendix to this policy) Student of Concern Procedure Student Conduct & Appeals Committee Procedures
Approving authority	Academic Standards Sub-Committee
Date of approval	29 June 2022
Effective date	01 September 2022
Supersedes	Fitness to Study Policy

I Purpose & Scope

King's College London recognises the importance of a student's health and wellbeing in relation to their academic performance, progression and wider student experience.

There may be occasions where a student's physical or mental health may give rise to concerns about the student's fitness to study and capacity to engage with their studies and/or about the appropriateness of their behaviour in relation to the university community including where continuing their studies, may cause detriment to their safety and physical health and wellbeing.

The aim of this Policy is to enable a student to succeed and progress in a supportive environment, whilst being mindful of the need to ensure safety and wellbeing of the student themselves and of other university members.

The university is committed to its duty of care and its obligations under government legislation:

- Equality Act 2010
- General Data Protection Regulation (GDPR) and the Data Protection Act 2018
- Mental Health Act 2007
- Safeguarding Vulnerable Groups Act 2007
- Human Rights Act 1998

This Policy and the Support for Study Procedure are supportive measures and should not be considered from a misconduct perspective. If a student states that the behaviour giving rise to a misconduct concern is related to their disability, the Student of Concern Management Group (on behalf of the university) may consider whether to proceed with misconduct action, and/or to refer the student to this Policy.

The university reserves the right to invoke the Conduct Policy, where a student's health, wellbeing or behaviour pose a risk of harm to either themselves or others, or where the student does not respond to supportive intervention.

The university reserves the right to invoke the Fitness to Practise Policy where the university has concerns about the student being fit to register and practise under a professional programme, as outlined in the Fitness to Practise Policy. Please see **10 Support Study and Fitness to Practise** for further details.

The Support for Study Policy does **not** apply to:

- Any dangerous or acute situation where a member of staff believes that a student's behaviour presents an immediate risk to themselves or others. In such circumstances, the emergency services should be contacted, and security staff should be informed to aid directing emergency services to the correct location.
- Behaviour which does not meet the expected standards of a member of the university community as set out in the Conduct Policy and which is unrelated to a diagnosed or undiagnosed medical or mental health condition, or disability.
- Professionalism and other Fitness to Practise concerns as set out in the Fitness to Practise Policy.
- Failure of academic progress where lack of engagement is not indicated as a result of welfare concerns.

II. Definitions

University	King's College London.
Student	Someone enrolled on a course of study at the university.
Fitness to Study	A student's ability to engage fully with their programme of study whilst maintaining appropriate standards of behaviour required by the university and collaborative partners and in a manner which does not have a negative impact on the student, other students, staff or third parties.
Residences	King's Residences inclusive of buildings run by third party operators but make up the Residences portfolio whereby a student has a licence agreement with King's.
Student of Concern Management Group	The group which meets to discuss students of concern within the university.
Academic Activity	Any assigned work or project used to determine academic credit, including (but not limited to) an examination, coursework or other project; scheduled teaching sessions; or activity on or off campus sponsored or sanctioned by the university in which the student participates for the purpose of their studies.
Suspension	A total prohibition on attendance at or access to the university and on any participation in university activities.
Exclusion	Exclusion is selective restriction on attendance at or access to, the College and on participation in College activities. Suspension is a total prohibition on attendance at, or access to, the College and on participation in College activities. It may be subject to conditions. It can include an exclusion from a specific Residence or all Residences.
Interruption	An approved break from programme of study on the grounds of illness or other adequate cause.
Withdrawal	A permanent end to a course of study and termination of a student's registration at the university.

Mode of Attendance	Full-time or part-time and/or on-campus, blended or distance learning for a programme of study.
Review	A Review is when consideration is given to the student's situation following an initial meeting under Support for Study and can include a meeting involving all parties who were involved in the initial meeting, a meeting involving a smaller group or another method of consideration.

III. Policy

1. Introduction

- 1.1. This Policy details the university's response to situations where there are concerns about a student's capacity to engage with study, progress academically, and/or function in a university environment, including where a student is unaware that they are not well enough to study. It sets out the framework for providing a positive and coordinated approach to ensuring fairness in terms of fitness to study and support for study for all students.

2. Responsibilities

- 2.1. The university has a range of support mechanisms in place to assist students in meeting their academic obligations:
- [Personalised Assessment Arrangements](#);
 - [King's Inclusion Plans](#);
 - [Mitigating Circumstances Procedure](#);
 - Access to support from King's professionals, including Student Services, Disability Support & Inclusion, Counselling & Mental Health, and Advice & Guidance;
 - Senior Tutors, Personal Tutors; Research Supervisors and Programme/Module Leaders;
 - Voluntary interruptions of study;
 - [Student of Concern Procedure](#) (formerly Student at Risk Procedure);
 - Support for Study Procedure. Where a concern is raised about a student's health and wellbeing and with their ability to engage with academic life, and when standard support mechanisms have proved insufficient, the Support for Study Procedure enables staff to refer the student to the Student of Concern Management Group. The purpose of the Support for Study Procedure is to provide a route for both informal and formal escalation of concern as well as an informed coordinated institutional approach including both academic and welfare considerations.

2.2. Students with physical and/or mental health concerns are strongly recommended to contact the available support services, including the Disability Support & Inclusion, as early as possible in order to facilitate reasonable adjustments and to implement or review a King's Inclusion Plan (KIP). Students should maintain regular engagement with the support services, this Policy and associated Procedure as recommended.

3. When this Policy applies A student may be deemed unfit to study where they are unable to meet the definition under Fitness to Study as set out in **II Definitions** above and/or where one or more of the following criteria apply:

3.1.1. The student is unable to actively engage in their programme of study, to attend classes or meetings with tutors or supervisors, or to spend sufficient regular time in private study in such a way as to enable them to succeed.

3.1.2. The student's health, wellbeing and behaviour is causing concern to others, although there may be no negative impact on their academic work and progression.

3.1.3. The student's continued study is having or likely to have a detrimental impact on their own health and well being or that of fellow students, staff or the university's collaborative partners.

3.2. This Policy is applicable to any academic activity as set out in **II Definitions** the student engages in as well as to any activity that occurs on or off-campus or in King's residences that gives justifiable cause for concern about the student's fitness to study.

3.3. A student may choose to engage with this Policy and its associated Procedure in order to see what support is available from the university and/or they may decide to take one or more of the following steps:

3.3.1. Interruption

3.3.2. Withdrawal

3.3.3. Transfer of programme or institution

3.3.4. Change of Mode of Attendance

4. Procedure

4.1 This is a summary of the Support for Study Procedure. For the full Procedure, see p. 14.

4.2 The purpose of the Support for Study Procedure is to provide support and direction to both the student and the university for emerging or continued concerns about a student's health, wellbeing and/or behaviour, including the impact this has on their ability to progress on a course at the university. Such concerns may include significant deterioration in engagement, health, appearance, attitude, and particularly when there is an impact on attendance, ability to meet deadlines, succeed academically or participate in normal student life.

4.3 The Procedure is comprised of three stages:

4.3.1 **Stage One – Departmental/Residences Meeting(named Support for Study Stage 1):** Explore at the department level or initial discussion within Residences of the student’s situation with regard to their academic studies, progress and engagement; identify any additional support which might be needed; and signpost to the relevant university support services.

4.3.2 **Stage Two - Pastoral Meeting (named Support for Study Stage 2):** Explore a student-led decision on support and academic study options where a continued or ongoing concern has been identified and for the university staff member to facilitate a formal structured package of support for the student.

4.3.3 **Stage Two Pastoral Meeting with extra Support (named Support for Study Stage 2S):** Explore a student led decision on support and academic study options where a continued or ongoing concern has been identified and for the university staff member to facilitate a formal structured package of support for the student, supported by/led by Student Services Staff including Counselling & Mental Health, Advice, Welfare & Wellbeing, Disability Support & Inclusion and Student Conduct & Appeals and/or the Residences team.

4.3.4 **Stage Three - University Specialist Support Meeting (named Support for Study Stage 3):** Specialist-led meeting in which further options for support are explored as well as possible courses of action available, including mandatory interruption or, in very limited exceptional circumstances, withdrawal of the student by the university.

4.4 Stages One and Two can be recommended by any member of staff who is closely involved in student support or academic progression. If a member of staff has a concern but unsure as to the next steps, they should raise their concerns with the Faculty/Service Area Designated Safeguarding Officer who will advise them whether they need to initiate the Support for Study Procedure or submit a SOC referral.

4.5 Stage Three is initiated if actions agreed at an earlier level meeting have not been achieved, or only partially achieved, and the difficulties persist; and/or a case is referred by the Student of Concern Procedure. The Student of Concern Management Group will make referrals for Stage Three to Student Conduct and Appeals for students who have been referred through the Student of Concern Procedure. Where Faculties wish to initiate Stage Three, they should make a referral to the Head of Student Conduct & Appeals (or their nominee) and Student Conduct & Appeals will decide if they believe a case meets the threshold for a Stage Three meeting. They may also choose to consult with the Student of Concern Management Group or members of that group.

4.6 The student may be represented at any point in the proceedings by another university member or by a member of the King’s College London Students’ Union. Additionally, the student may be accompanied by a family member or a friend. This person will not be able to speak on the student’s behalf, unless this is a reasonable adjustment, such as, a sign language communicator or interpreter.

- 4.7 The meetings detailed under the Support for Study Procedure may be a single or series of meetings held at each stage as deemed appropriate by the parties involved.
- 4.8 If, during a Support for Study Procedure, an acute, urgent or serious concern arises in relation to the student's general welfare, the Support for Study Policy and Procedure should not be used to address this concern. In these cases, staff should use the [Student of Concern Procedure](#) to refer the student. Examples of when this is appropriate are: hospitalisation of the student, victim or perpetrator of serious crime, serious risk to self or others. Further guidance can be found at [Student Services Online](#)
- 4.9 The Student of Concern Procedure and the Support for Study Procedure are not mutually exclusive. However, if the Student of Concern Procedure is being used to deal with an acute or urgent welfare concern, any in-progress Support for Study Procedure may be paused.

5 Possible outcomes

- 5.1 The university is committed to make all reasonable efforts to support students whilst they are enrolled. However, there may be occasions when further steps may be necessary to ensure the safety and wellbeing of the student and/or other members of the university.
- 5.2 The university will endeavour to ensure that the student plays an integral part in the Procedure associated with this Policy but concern for their health and wellbeing and that of other members of the university will be of paramount consideration. One or more of the following steps will be considered in very limited circumstances where all other options for support have been exhausted through the Support for Study Procedure:
- 5.2.1 Transfer of Programme or Institution.
- 5.2.2 Change of Mode of Attendance.
- 5.2.3 Voluntary Interruption: A student may choose to interrupt of their own accord at any time and may also consider interruption to safeguard their welfare as part of the Support for Study Procedure.
- 5.2.4 Mandatory Interruption: Under the Support for Students Procedure the university may interrupt a student on a mandatory basis if it considers this to be in the best interests of the student. In the case of Mandatory Interruption, all other options of support whilst studying must have been exhausted. The student will receive the relevant advice and support regarding their student funding, housing, tier 4 visa compliance, as appropriate. A date will be agreed to review the student's circumstances prior to resuming study. This will normally be a Review meeting. This decision can only be made under a Stage Three Support for Study Meeting. The student will normally be invited to a meeting to discuss this decision.

5.2.5 Mandatory Interruption due to serious concerns in relation to physical or mental ill health where the university believes that it is appropriate to act without delay and where it does not think it is appropriate to meet with the student before placing them on interruption. Serious concerns include but are not limited to treatment requiring a stay in hospital for a period of 3 days or more or a series of hospital admissions for a shorter period of time. Under this clause the university will interrupt the student until such time as a Stage Three Panel deems that they are able to return to studies with any recommendations or conditions to help them to do this. In order for a Stage Three Panel to be convened the student will be required to provide evidence from an independent medical professional that they are well enough to engage with the process. Once this is established by an independent medical professional, the student will normally be invited to a meeting under Support for Study Stage Three to discuss the issues as outlined under this Policy and the Stage Three Procedure.

5.2.6 Suspension/Exclusion: It may be a recommendation that the university consider Suspension/Exclusion under the Emergency Powers regulations at 8.29 of the Academic Regulations. For further details please see Emergency Powers regulations at 8.29 of the Academic Regulations. Please also see Alternative Residences arrangements.

5.2.7 Withdrawal by the Student: A student may choose to withdraw of their own accord at any time, but it is recommended that they discuss alternative options with the university.

5.2.8 Withdrawal by the university: Under the Support for Study Procedure, in extreme and very limited circumstances, the university may withdraw a student if it considers this to be in the best interests of the student. In the case of withdrawal of the student, all other options must have been exhausted or are not feasible. The university will offer support during this transitional period, such as, support with alternative accommodation or advice on immigration or finances.

5.2.9 Alternative Residences arrangements including moving rooms/locations or leaving King's Residences. Leaving King's Residences would be dealt with under Exclusions.

6 Non-engagement with the Support Study Policy and Procedure

6.1 If a student is unwilling to engage with the Support for Study Policy and Procedure, the university may decide to continue the process in their absence including escalating matters to the next Stage.

6.2 Where a student does not engage with this Policy and Procedure and there is serious risk of harm to the student or other members of the university community, further steps listed in section **5 Possible Outcomes** may be considered by the university under its emergency powers to suspend and exclude under Chapter 8.29 of the academic regulations.

6.3 Consideration should also be given as to whether the Prolonged Lack of Contact Procedure or Insufficient Academic Progress under Chapter 8.2 of the academic regulations should be used.

7. Support whilst on interruption and return to study including a Review

- 7.1 During a period of interruption, students can access support from university support services, including Student Advice & Guidance, Disability Support & Inclusion, Counselling & Mental Health Support and Student Services.
- 7.2 At the university's discretion, students on an interruption under this Policy and Procedure will continue to have access to their King's email, KEATS and Library services as deemed appropriate.
- 7.3 The student's faculty should also have in place a coordinated communication and return plan which should be discussed and agreed with the student prior to interruption. This should include a communication plan, if necessary, a suggested return date and other requirements of the programme on their return.
- 7.4 As part of this plan the student should normally be invited for a Review meeting with their department/Stage 3 Panel prior to their return to discuss any additional support needs they may have and whether any adjustments may be needed to their studies such as, changing their status to part-time. A further meeting may be necessary with Student Support & Wellbeing Services and/or Residences to discuss support needs.

7.5 Support for Study and Change of Programme

Where a student intends to move from one programme to another e.g. Undergraduate to Postgraduate Taught or Post Graduate Research, King's Foundations to Undergraduate and the university thinks it would be appropriate to help support them with the transition or to recommend a delay in starting that programme until such time as they have suitable support in place, a Support for Study meeting will be held at any of the Stages (1 – 3) to decide this including any conditions for their return to King's on their new course.

- 7.6 When a student has interrupted either on a voluntary or mandatory basis under this Policy, the university may put in place conditions and recommendations, which the student will need to meet before they may return to study. For example, the university may require the student to engage with support whilst on interruption and/or provide medical evidence from an independent medical professional stating that they are fit to return to study. They may also make specific recommendations around the support that a student should seek whilst on interruption such as engagement with the university's psychiatrist. A student will need to meet a condition but does not have to meet a recommendation in order to return to studies.

8. Appeal

- 8.1 A student may appeal against a decision reached at Stage Three to mandatorily interrupt or withdraw them. Students may appeal the decision on either or both of the following grounds:
- (a) there is new evidence that could not have been, or for good reason was not, made available at the time of the Panel, and the case warrants further consideration;
 - (b) evidence can be produced of significant procedural error on the part of the College before or during the Panel, and the case warrants further consideration.
 - (c) the Vice-Principal of Education will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard. Students can appeal via Student Conduct & Appeals by submitting a written statement detailing the grounds for their appeal within 10 working days of being notified of a decision at Stage Three.
- 8.2 The appeal will be considered by the Vice-Principal of Education or their nominee, having reviewed the case documentation and evidence to date. The student will be told of the outcome within 15 working days. There is no further right to appeal internally.
- 8.3 When all internal procedures are complete, students may request an independent review of their case by the [Office of the Independent Adjudicator for Higher Education](#), if they remain dissatisfied with the university's final outcome.

9. Support for Study and Misconduct

- 9.1 There may be instances where a student states that the behaviour giving rise to a misconduct concern is related to their long term medical/mental health condition or disability. The university may consider whether to proceed with misconduct proceedings and/or refer the student to this Policy and Procedure. To ensure the Support for Study Policy and Procedure are used appropriately and where there are justifiable concerns about misconduct, these concerns should be raised with the Head of Student Conduct & Appeals or nominee who will ask the Student of Concern Management Group to review the case and decide whether to invoke this Policy and Procedure and/or continue with misconduct proceedings and/or ask the university to consider suspension or exclusion.. This may include consultation with members of staff from the student's faculty or other relevant members of the university community, collaborative partners or external professionals.
- 9.2 Students considered under this Policy and Procedure may be referred for action under Emergency Powers Regulations under Chapter 8.29 of the Academic Regulations where:
- 9.2.1 the student at any time represents a serious and immediate risk to themselves, to others or to the university's reputation;
 - 9.2.2 the student's conduct continues to have an adverse effect on the learning or working environment, or on the health or wellbeing of other students or members of staff;

10. Support for Study Policy and Fitness to Practise Policy

10.1 There may be instances where a student's fitness to study also impacts on their fitness to practise (for professional programmes). In cases where it is deemed appropriate by the university (and/or its collaborative partners), the student's case may be dealt with under the Fitness to Practise Policy. For example, where there is a cause for concern relating to a professional clinical placement, patient safety will be the paramount consideration.

10.2 There may be occasions where a student is deemed fit for study at the university but not on a professional placement. In these cases, the Fitness to Practise Policy and its associated procedures will be invoked, but support may also be provided under this Support for Study Policy and Procedure.

11. Confidentiality and non-disclosure

11.1 The university will limit the disclosure of information involving any case where a student is referred under this Policy in line with GDPR legislation and other statutory obligations.

11.2 The scope of disclosure will vary in each case. Relevant parties, who are deemed necessary by the university and/or who are directly involved in the facilitation of support for the student, will be kept informed and will be notified accordingly of any directives or sanctions arising from proceedings under this Policy.

11.3 A student may disclose a mental health illness or disability but elect to opt-out of receiving relevant support and for this information to not be shared further. The student should complete a "Student Non-Disclosure Form" which should be retained by the Faculty.

11.4 Students on professional programmes, which are subject to the professional, statutory or regulatory bodies may have additional separate and overriding obligations to declare significant health issues.

11.5 The university will not normally share information relating to a student with their next of kin (including parents and guardians). However in exceptional circumstances and in line with the [Student Emergency Contact Procedure](#).

12 Reasonable Adjustments

12.1 A student may ask for reasonable adjustments to the process due to their disability or long term mental health to help them engage with the process. This might include having breaks in a meeting, meeting in person rather than on Teams or vice versa, accessible rooms for mobility/wheelchair users if in person, for students with social/communication conditions allowing enough time for the student to respond which may require pauses in the meeting to do this, sign language interpreter for Deaf/hard of hearing students.

Please note this is not an exhaustive list. Disability Support & Inclusion can provide further advice in individual cases.

Support for Study Procedure

1. Purpose and Scope, including interaction with the Student of Concern Procedure

The purpose of this Procedure is to provide support and direction to both the student and the university for emerging concerns about a student's health, wellbeing and/or behaviour, including the impact this has on their ability to engage with and progress on a course at the university. Such concerns may include significant deterioration in health, appearance, attitude, and particularly when there is an impact on attendance, ability to meet deadlines, succeed academically or participate in normal student life.

Stages One and Two can be recommended by any member of staff who is closely involved in student support or academic progression. If a member of staff has a concern but is unsure as to the next steps, they should raise their concerns with the Faculty/Service Area Designated Safeguarding Officer who will advise them whether they need to initiate the Support for Study Procedure and/or submit a SOC referral.

Stage Three can be initiated by:

- (a) The Student of Concern Management Group or delegated members of that group
- (b) The Head of Student Conduct & Appeals (or their nominee) following a referral by a Faculty/Residences. This will usually occur where matters cannot be resolved at Stage 2 either due to increasing concerns about the student's well being and the support in place not being sufficient to support them, or the student not engaging appropriately with support or the student not engaging with the process. The Faculty should make a referral to Student Conduct & Appeals for a Stage 3 meeting and the Head of Student Conduct & Appeals (or their nominee) will ascertain whether the case meets the threshold for this. Student Conduct & Appeals may consult with the Student of Concern Management Group or members of that group in making that decision.

In the interim, the Designated Safeguarding Officer or their nominee in each Faculty/Service Area is responsible for:

- Maintaining oversight of Support for Study referrals within the Faculty
- Advising colleagues when to initiate a Support for Study Procedure or submit a Student of Concern form
- Delegating tasks as appropriate to nominated members of staff, such as, Programme Managers. Delegated tasks could include organising meetings, note taking, and providing updates to the DSO for oversight at Stage One and Two of the procedure.
- Ensuring the Support for Study Procedure is completed or resolved in each case
- Liaising with Student Services for further support and advice as appropriate

The student may be represented at any point in the proceedings by another College member or by a member of the King's College London Students' Union. Additionally, the student may be accompanied by a family member or a friend who will not be able to speak on the student's behalf, unless this is a reasonable adjustment, such as, a sign language communicator or interpreter.

The meetings detailed below under the Support for Study Procedure may be a single or series of meetings held at each stage as deemed appropriate by the parties involved.

There may be times whilst the Support for Study Procedure is being used to support a student when an acute, urgent or serious concern arises in relation to the student's general welfare. In these cases, staff should use the Student of Concern Procedure to refer the student. Examples of when this is appropriate are: hospitalisation of the student, victim or perpetrator of serious crime, serious risk to self or others. Further guidance can be found at [Student Services Online](#).

The Student of Concern Procedure and the Support for Study Procedure are not mutually exclusive. However, whilst the Student of Concern Procedure is being used to deal with an acute or urgent welfare concern, the Support for Study Procedure may be paused.

Parties may need specialist support on how to proceed and may wish to consult with the relevant central services or External Services (in relation to professional programmes) at any stage during this Procedure. This includes but is not limited to:

- Student Services
- Student Conduct & Appeals
- Student Administration Services
- Academic Regulations, Policy & Compliance
- Occupational Health Services

Stage One: Departmental/Residences Meeting (managed locally by the Faculty or Residences) called “Support for Study Stage One”

Departmental Meeting

Aim: Explore at the department level the student’s situation with regard to their academic studies, progress and engagement; identify any additional support which might be needed; and signpost to the relevant university support services.

When a student is identified as having a difficulty that is impacting adversely on their academic engagement, an informal but structured meeting has to be held between the Student and Personal Tutor (PT)/Residences Welfare Manager/Student Services Staff member. The staff member coordinates this meeting and takes notes during the session. They should inform the relevant Designated Safeguarding Officer that a Stage One meeting has been convened.

Residences Meeting

Aim: Explore the student’s situation in relation to their stay in Residences including what support, internal or external that they have in place.

During the meeting, the following points should be considered, as appropriate:

- Identification/explanation of the concern being raised (clear examples can be helpful);
- Opportunity for the student to give their perspective on what is happening;
- Information about the Support for Study Procedure, advice about possible outcomes and next steps;
- Clarification of whether this has happened before and, if so, what was previously helpful;
- Clarification of relevant university boundaries and rules that the student needs to be aware of;
- Clarification of the student’s personal responsibility (e.g. to be ‘well enough’ to study/stay in Residences and to be respectful to others);
- Consideration of what would be helpful and make a difference to the student in order to support them and minimise concerns;
- Signposting the student to any relevant University Support Services that they may benefit from;
- Clarification of agreed actions and options to support the student and minimise the concern (e.g. extended deadline, accessing Support Services, etc);
- Agreement of a date to meet again to review the situation and of who needs to attend. The length of time between the meeting and the review should be agreed by all present, considering relevant academic and personal factors;
- Explanation that a continuation of the same concern or any additional concerns could result in escalation to Stage Two of this procedure.

Notes and actions should be shared with the Student and retained by the staff member.

Options which may be considered in any combination and as appropriate:

1. Support from Student Services, such as, Counselling & Mental Health, Student Advice and Disability Support
2. King's Inclusion Plans
3. Personalised Assessment Arrangements
4. Extra academic support available via KEATS or online resources
5. Transfer of course;
6. Transfer of university;
7. Voluntary interruption;
8. Change in Mode of Attendance

The staff member will arrange a review meeting with the student where progress against the actions are checked.

A case may be escalated to the next stage, 'held' for further review at this level or 'closed', depending upon the circumstances.

For non-engagement, please see section "Non-Engagement".

Stage Two: Pastoral Meeting – Senior Tutor/Residences/Professional Services called "Support for Study Stage 2"

Aim: Explore a student-led decision on support and academic study options where a continued or ongoing concern has been identified, and for the university staff member to facilitate a formal structured package of support for the student.

This protocol may be initiated if one or more of the following occurs:

- A student does not attend a Stage One 'departmental' meeting and there is reason to believe that their difficulties are ongoing; and/or
- Actions agreed at a Stage One 'departmental' meeting have not been achieved and the student's difficulties are ongoing; and/or
- The student's difficulties are identified as putting the student's academic progress/engagement at risk. The department or Residences may initiate a Stage Two meeting or may be advised to do so by Student Services. This includes as a result of a referral through the Student of Concern Procedure. In such instances, the Student of Concern Management Group will liaise with the Faculty/Department's Designated Safeguarding Officer or Residences Welfare Manager, regarding information that can be shared (and to whom) to aid the Procedure.

Where the student is identified as having a significant difficulty that is impacting adversely on their academic engagement, as above, the staff member who led or attempted to organise the Stage One meeting should inform the Designated Safeguarding Officer (DSO) who will be responsible for initiating Stage Two proceedings and maintaining oversight.

A formal, structured meeting between the student, Senior Tutor (ST) and Personal Tutor and/or Residences Welfare Manager is arranged by the Designated Safeguarding Officer (or their nominee). The student should be advised that they can be accompanied by a family member or friend for support or represented by a College member or KCLSU representative as outlined above.

During the meeting, the following points should be considered, as appropriate:

- Identification/explanation of the issue(s)/concern(s) (providing clear and specific examples), and of any past relevant information;
- Opportunity for the student to give their perspective on the issue(s)/concern(s) and if appropriate a history of events, past experiences and helpful strategies or support for managing these;
- Clarification of relevant University boundaries and regulations;
- Consideration of realistic academic timelines in relation to outstanding assessments;
- Clarification of the student's responsibility at the University (e.g. to be 'well enough' to study and to be respectful to others);
- Consideration of what would be helpful or make the difference to the student in relation to their support and in order to minimise the issue(s)/concern(s);
- Signposting the student to any relevant University Support Services;
- Clarification of agreed actions and support options to change and improve the current situation (e.g. extensions, taking some sick leave, deferral, interruption, part time study, accessing University Support Services);
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or a continuation of the cause for concern;
- Agreement of any interim monitoring or measures;
- Agreement of a date to meet again to review the situation.
- Options detailed in Stage One may be considered as appropriate.

The Designated Safeguarding Officer (DSO) (or their nominee) joins the meeting to record notes, agreed actions and review date. These are shared with all individuals present in the meeting and retained by the DSO.

A case may be escalated to the next stage, 'held' for further review at this level, de-escalated or closed, depending upon the circumstances.

1. If, at a Review meeting, a student is identified as not making enough progress with the agreed actions and their academic engagement continues to be a concern, then the possible outcomes listed in the Support for Study Policy should be discussed. A department should advise the student, in writing, if they recommend that a period of interruption is the best course of action to support successful academic engagement. The student will be supported to connect with relevant services (e.g. Student Advice) to explore the impact that an interruption would have on their student funding/housing etc. If a student agrees to the interruption, a date will be agreed for a review of their circumstances prior to resuming study.
2. A case may be escalated to the next stage or 'held' for further Review at any other stage, depending upon the circumstances. Escalation will be considered if not enough progress has been made against any of the actions and the difficulties persist.

Stage Two Supported Pastoral Meeting - **Senior Tutor/ Professional Services/Student Services/Residences Welfare called "Support for Study Stage 2 Supported Meeting" where specialist teams such as Student Services and/or Residences support the Faculty or lead the meeting with the student to provide enhanced support to the student in helping them engage with their studies.**

Aim: Explore a student-led decision on support and academic study options where a continued or ongoing concern has been identified, and for the university staff member to facilitate a formal structured package of support for the student with support from or led by specialist teams.

This protocol may be initiated if one or more of the following occurs:

- A student does not attend a Stage One 'departmental' meeting and there is reason to believe that their difficulties are ongoing; and/or
- Actions agreed at a Stage One 'departmental' meeting have not been achieved and the student's difficulties are ongoing; and/or
- The student's difficulties are identified as putting the student's academic progress/engagement at risk and there are concerns that there are more complex needs around support which necessitate support from specialist teams. The Faculty/department or Residences may initiate a Stage Two meeting or may be advised to do so by the Student of Concern Management Group. This includes as a result of a referral through the Student of Concern Procedure. In such instances, the Student of Concern Management Group will liaise with the Faculty/Department's Designated Safeguarding Officer or Residences Welfare Manager, regarding information that can be shared (and to whom) to aid the Procedure.

Where the student is identified as having a significant difficulty that is impacting adversely on their academic engagement, as above, the staff member who led or attempted to organise the Stage One meeting should inform the Designated Safeguarding Officer (DSO) who will be responsible for initiating Stage Two proceedings and maintaining oversight.

A formal, structured meeting between the student, Senior Tutor (ST)/Personal Tutor/Residences Welfare Manager and/or other specialist teams within Student Services is arranged by the Designated Safeguarding Officer (or their nominee). The student should be advised that they can be accompanied by a family member or friend for support or represented by a College member or KCLSU representative as outlined above.

During the meeting, the following points should be considered, as appropriate:

- Identification/explanation of the issue(s)/concern(s) (providing clear and specific examples), and of any past relevant information;
- Opportunity for the student to give their perspective on the issue(s)/concern(s) and if appropriate a history of events, past experiences and helpful strategies or support for managing these;
- Clarification of relevant University boundaries and regulations;
- Consideration of realistic academic timelines in relation to outstanding assessments;
- Clarification of the student's responsibility at the University (e.g. to be 'well enough' to study and to be respectful to others);
- Consideration of what would be helpful or make the difference to the student in relation to their support and in order to minimise the issue(s)/concern(s);
- Signposting the student to any relevant University Support Services;
- Clarification of agreed actions and support options to change and improve the current situation (e.g. extensions, taking some sick leave, deferral, interruption, part time study, accessing University Support Services);
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or a continuation of the cause for concern;
- Agreement of any interim monitoring or measures;
- Agreement of a date to meet again to review the situation.
- Options detailed in Stage One may be considered as appropriate.

The Designated Safeguarding Officer (DSO) (or their nominee) joins the meeting to record notes, agreed actions and review date. These are shared with all individuals present in the meeting and retained by the DSO.

A case may be escalated to the next stage, 'held' for further review at this level, de-escalated or closed, depending upon the circumstances.

If, at a Review meeting, a student is identified as not making enough progress with the agreed actions and their academic engagement continues to be a concern, then the possible outcomes listed in the Support for Study Policy should be discussed. A department should advise the student, in writing, if they recommend that a period of interruption is the best course of action to support successful academic engagement. The student will be supported to connect with relevant services (e.g. Student Services) to explore the impact that an interruption would have on their student funding/housing etc. If a student agrees to the interruption, a date will be agreed for a review of their circumstances prior to resuming study.

A case may be escalated to the next stage or 'held' for further review at any other stage, depending upon the circumstances. Escalation will be considered if not enough progress has been made against any of the actions and the difficulties persist.

Stage Three: University Specialist Support Meeting called "Support for Study Stage 3"

Aim: Specialist-led meeting in which further options for support are explored as well as possible courses of action available, including mandatory interruption or, in very limited circumstances, withdrawal of the student by the university.

This protocol may be initiated if one or both of the following occur:

- Actions agreed at an earlier level meeting have not been achieved, or only partially achieved, and the difficulties persist; and/or
- A case is referred by the Student of Concern procedure or by another relevant party (e.g. Residences).

Where there is a significant concern about a Student's health and wellbeing and their ability to study and cope at university including their Fitness to Study, a meeting is convened and chaired by a member of Student Services.

The meeting is arranged by Student Conduct & Appeals. Attendees to include: the student, the Senior Tutor, Student Services representatives and Designated Safeguarding Officer (or their nominee). The meeting is facilitated/chaired by a member of staff from Student Services. Consideration will be given to whether it is more appropriate for a smaller group to meet with the student to accommodate the student's needs. It may also be appropriate for a minimum of two members of staff from Student Services and Residences and/or Faculty to meet with the student where time is considered of the essence in terms of making a decision about next steps. Evidence is collated about previous support interventions and all relevant data are collated so there is a clear understanding of the student's circumstances. The student is provided with a clear outline of the structure the meeting will take, the parties who will attend and the potential outcomes. The student should be advised that they can be accompanied by a family member or friend for support or represented by a College member or KCLSU representative as outlined above. Notes are taken by Student Conduct & Appeals

Any reasonable adjustments should also be considered.

During the meeting, the following aspects should be included:

- Summary of presenting situation, concern(s) being raised, and past relevant information;
- Opportunity for the student to give their perspective of current issues and if appropriate history of events, past experiences and helpful strategies or support for managing these;
- Clarification of relevant University boundaries and regulations;
- Clarification of the student's personal responsibility at University (e.g. to be 'well enough' to study and to be respectful to others);
- Identification of any further information which may be required;
- Clarification of the options available to the student at this stage which could include options such as continuing at university with clear deadlines/agreements in place, part-time study with support, a period of interruption, or a recommendation for withdrawal of the student;

- Consideration of what would be helpful or make a difference to the student in relation to the options available;
- Signposting the student to any relevant University Support Services;
- Clarification of agreed options/actions and support options that the student is encouraged to access;
- Explicit clarification of the consequences of failing to complete the agreed actions, and/or in the case of a continuation of the cause(s) for concern;
- Agreement of any interim monitoring or measures;
- Agreement of a date to meet again to review the situation, if appropriate;
- In cases where interruption is the outcome, the meeting should consider and make explicit what is required to happen before the student is permitted to return to study.

One or more of the following options will be considered:

1. All of the options as listed in Stage One.
2. Mandatory Interruption: With advice from specialists, the Faculty/Senior member of staff in Students & Education can decide that Mandatory Interruption is most appropriate.
3. Withdrawal of the student by the university. Withdrawal from the university will only take place in very limited exceptional circumstances including, but not limited to, when a student has previously interrupted on a voluntary basis, where the university has previously interrupted them mandatorily or where the university believes that there are no other feasible options.

Outcomes

1. If it is determined that there is an opportunity to agree further actions and put on additional support in place for the student to continue on their course, then the case may be de-escalated to the previous level and a review date agreed.
2. A period of interruption is agreed between the student and the university (as appropriate to the student's programme).
3. If there is no agreement and the university has serious concerns for the student's health, wellbeing and ability to thrive in an academic environment, the university may decide that it is in the student's best interest to interrupt or withdraw them.
 - a. In the instance of a mandatory period of interruption being imposed, the student will receive the relevant advice and support regarding their student funding, housing, tier 4 visa compliance, as appropriate. A date will be agreed to review the student's circumstances prior to resuming study.
 - b. If the student is withdrawn from the university, the university will offer support during this transitional period, such as, support with alternative accommodation or advice on immigration or finances.

Procedure for Mandatory Interruption due severe health concerns including treatment requiring a stay in hospital for a period of 3 days or more .

The Student of Concern Management Group or nominees of that group may decide to recommend an interruption of a student on a mandatory basis where there are serious health concerns. Examples may include but are not limited to a stay in hospital of 3 days or more or a series of hospital admissions for a shorter period of time. They will consult with the Faculty, Residences (if appropriate) and Student Conduct & Appeals. The Faculty/Senior member of Staff within Students & Education will then inform the student in writing. The university may consider the advice (written and oral) from medical professionals both within and external to the university as to the student's fitness to study

Before making contact with the student the university will also consider whether to contact the student directly or via their next of kin or medical professional who is supporting the student.

The university will interrupt the student until such time as a Stage Three Panel deems that they are able to return to studies with any recommendations or conditions to help them to do this. In order for a Stage Three Panel to be convened the student will be required to provide evidence from an independent medical professional that they are well enough to engage with the process. Once this is established by an independent medical professional, the student will normally be invited to a meeting under Support for Study Stage Three to discuss the issues as outlined this Policy and this Procedure.

Non-Engagement

Where the student does not engage with this procedure at any stage, the university may offer a further meeting (as appropriate) with the student and/or escalate the case to the next stage if there are serious concerns about their health and well being.. The Designated Safeguarding Officer (or their nominee) may refer a student to Student Conduct & Appeals to ask for a Stage Three meeting and Student Conduct & Appeals will consider the following in deciding whether a Stage Three meeting should be initiated:

There are very serious concerns about the student's health and well being that mean that it may be in the student's best interests to interrupt them but they do not wish to do so.

If a student does not engage with the procedure the university may ultimately decide to interrupt or withdraw them in their absence, where the above applies.

Appeal

A student may appeal against a decision reached at Stage Three to mandatorily interrupt or withdraw them. Students may appeal the decision on either or both of the following grounds:

- a) there is new evidence that could not have been, or for good reason was not, made available at the time of the Panel, and the case warrants further consideration;
- b) evidence can be produced of significant procedural error on the part of the College before or during the Panel, and the case warrants further consideration.
- c) The Vice-Principal of Education will have the discretion to take into account grounds (including grounds of compassion) other than those stated above in deciding whether to allow an appeal to be heard .

Students should lodge any appeal via [Student Conduct & Appeals](#) by submitting a written statement detailing the grounds for request within 10 working days of being notified of a decision at Stage Three.

The appeal will be considered by the Vice-Principal of Education or their nominee, having reviewed the meetings minutes and evidence. The outcome will be sent to the student within 15 working days. There is no further right to appeal internally. If the appeal is to be heard, an Appeal Panel will be appointed. If the appeal is rejected, reasons will be given.

Support for Study Appeal Panels Procedure

The Appeals Panel shall be made up of staff who are familiar with the student and may include members from Panel who made the decision at Stage 3 (the Original Panel). The outcome from the Vice-Principal Education will set out the appropriate composition of the Appeal Panel.

The Appeal Panel may reject or uphold the appeal. Where the Appeal Panel upholds the appeal, the Panel may make one or more of the following decisions:

- a) modify or reverse the decision of Original Panel;
- b) uphold the decision of the Original Panel

Where an Appeal Panel rejects the appeal, the decision of the Original Panel stands.

A decision of an Appeal Panel will be final .

The university will send the student a letter called a “Completion of Procedures Letter” when the student has reached the end of the Support for Study Procedure and there are no further steps the student can take internally. If the appeal is not upheld, the university will issue the student with a Completion of Procedures Letter automatically. If the appeal is upheld or partly upheld, the university will issue a Completion of Procedures letter. Students can find more information about Completion of Procedures Letters and when they should expect to receive one [here](#).

Office of the Independent Adjudicator – Information for Students

A student will normally need to have completed the Support for Study Procedure and have received a [Completion of Procedures Letter](#) before a complaint can be made to the OIA.

Provided the complaint is eligible under the rules of the OIA’s complaints scheme, the OIA will look at whether King's has applied its regulations properly and followed its procedures correctly. It also considers whether any decision made by the King's was fair and reasonable in all the circumstances.

Dignity at King's Prevention of Bullying and Harassment Policy

Policy Category:	General
Subject:	Prevention of Bullying and Harassment
Approving Authority:	University Executive
Responsible Officer:	Senior Vice-President (Operations)
Responsible Offices:	Human Resources; Students & Education Directorate
Related Procedures:	Statement on Freedom of Expression Grievance Procedure: Research, teaching-only and Professional Services Staff Academic Staff Regulation pertaining to Grievance Procedure Disciplinary Procedure: Research, teaching-only and Professional Services Staff Academic Staff Regulation pertaining to Disciplinary & Related Procedures
Related Policies:	Equality, Diversity & Inclusion Policy
Effective Date:	September 2023 (tbc)
Supersedes:	September 2020
Next Review:	Summer 2024 (tbc)

Contents

1. Purpose & Scope
2. Who is responsible for this policy?
3. What to do
4. Support

1. Purpose & Scope

1.1 Statement of commitment

King's College London is committed to creating an inclusive and respectful environment for all members of our community. We believe that all individuals have the right to work, learn, study, and live in an environment free from bullying and harassment.

This policy outlines the university's commitment to preventing and effectively addressing bullying and harassment, enabling a culture where all individuals are valued and supported to succeed.

We are committed to establishing clear standards for behaviour, simple and consistent channels for reporting inappropriate behaviour, and effective strategies to manage and prevent negative or harmful behaviour.

Instances of bullying and harassment will be taken seriously and staff and students who make complaints of bullying and harassment will be provided with support.

1.2 Scope

This policy applies to all members of our university community, including all students, all staff, volunteers, contractors and visitors.

This policy applies to situations occurring on campuses, online and also off campus when on university business, including external, international, academic or research events, and social functions related to the university. This policy may also apply if the claimant is not a member of the King's community, but the alleged bully or harasser is.

1.3 Definitions

Bullying

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Non-verbal conduct includes postings on social media outlets.

Harassment

Harassment is unwanted conduct, which has the purpose or effect of violating an individual's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment. Harassment may occur physically, verbally or non-verbally and it can be intentional or unintentional. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Under the Equality Act 2010, harassment relating to one or more protected characteristics is illegal. The protected characteristics are: age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, marriage and civil partnership, sex and sexual orientation. The university considers all harassment to be unacceptable, whether or not it relates to a protected characteristic (for example, harassment related to weight and body size, or social class).

A complete list of definitions and examples of bullying, harassment and other unacceptable behaviours is available on [King's Report + Support](#) platform. This includes discrimination, assault, sexual harassment, sexual misconduct, sexual assault, victimisation, hate crime, gaslighting, microaggressions, controlling behaviour and coercive behaviour.

2. Who is responsible for this policy?

2.1 King's College London

King's aims to embed inclusion in its practice and culture to provide an excellent student experience and to be an employer of choice. Leaders at King's are committed to fostering environments free of bullying and harassment, ensuring that managers and supervisors have the tools to address issues that arise, and monitoring the effective use of those tools within their faculties and directorates.

King's recognises that bullying and harassment can be the result of organisational and cultural issues as well as individual ones.

In addition to the negative impact on individuals and the King's community, bullying and harassment may have a negative impact on the university's reputation and its relationships with partners and funding organisations. This policy also recognises and responds to expectations and specific requirements set as part of grant conditions by partners and funding organisations.

King's will:

- provide training and education to staff and students on identifying and responding to bullying and harassment.
- take appropriate action when reports of bullying or harassment are received, including, when required, a formal investigation and disciplinary action.
- offer support services to those affected by bullying or harassment, including counselling and referral services.

2.2 Managers, Supervisors and Heads of Departments

All managers, supervisors and Heads of Departments have a responsibility to demonstrate and promote good practice to ensure a working and studying environment that is inclusive and respects the expectations laid out in this policy. They are required to implement this policy in their area, and to ensure that all of their staff and students are aware of this policy.

When bullying or harassment has been reported or alleged, managers, supervisors and Heads of Departments should:

- promptly explore what has happened and endeavour to remedy the situation;
- seek to protect the complainant(s) from victimisation by colleagues and students;

- contact Human Resources (for staff) or Student Conduct & Appeals (for students) for advice on the application of this policy if necessary; and
- support any member of staff or student who makes a complaint or about whom a complaint is made throughout the process.

2.3 King's staff

King's staff are required to act in accordance with this policy. However, this policy does not form a part of the contract of employment, and it may be amended at any time.

The following may be treated as misconduct under the university's disciplinary regulations for academic and non-academic staff:

- failing to comply with this policy;
- making false or malicious allegations under this policy; or
- retaliating against or victimising staff or students who make complaints or participate in good faith in investigations under this policy.

2.4 King's community

King's expects all members of the King's community to:

- treat each other with respect, courtesy and consideration. All members of the King's community have the right to expect professional, respectful and inclusive behaviour from each other and have a reciprocal responsibility to behave professionally, respectfully and inclusively towards others.
- ensure that their conduct is in accordance with the standards set out in this policy and the overarching Equality, Diversity and Inclusion Policy.
- actively promote and foster a working and learning environment that is free from bullying and harassment. They must take reasonable measures to ensure that bullying and harassment does not occur within the university.

If members of the King's community witness bullying or harassment, and it is safe to intervene, they are encouraged to be active bystanders. Staff and PGR students are strongly encouraged to attend [Active Bystander training](#), offered through Organisational Development.

3. What to do

3.1 Options

Below is a list of actions individuals may take if they witness or experience bullying or harassment. There are a range of steps and actions that can be taken to reach a positive resolution and these will be different in each situation. For instance, there will be some instances where early intervention (see 3.2) is not appropriate or where an individual may not feel safe or comfortable in engaging in a formal process. While early intervention can be a very effective way to reach a positive resolution, such steps are not required before formal action is taken.

3.2 Early intervention

Early intervention is not obligatory and will not always be appropriate, but it can lead to a resolution where an honest and constructive conversation is possible. Such conversations may enable the person who experienced the bullying or harassment to explain how and why something was hurtful and enable the alleged bully or harasser to understand the consequences of their actions. If a member of the King's community believes they or another member of the King's community has been bullied or harassed, they may choose to, as appropriate:

- have an initial discussion with their own, or the alleged bully or harasser's, line manager or supervisor to facilitate a constructive conversation or help address the situation;
- members of staff who do not feel comfortable approaching the relevant line manager or supervisor may ask for support from their HR People Partner or Employee Relations team;
- have an initial discussion with the alleged bully or harasser to raise their concerns, where this is appropriate; and/or
- students who do not feel comfortable approaching the relevant line manager or supervisor, may ask for support from a personal tutor or student adviser or, if this is not appropriate, from KCLSU's Advice team.

3.3 Reporting

[Report + Support](#) is a platform available to all members of the King's community. Reports can be made at any time and alongside any of the other listed actions within this policy. Reports help us to identify patterns and inform wider preventative and proactive initiatives. Members of the King's community can tell us what happened by making an anonymous report, or a named report that includes their contact details. If a member of the King's community makes a named report, they can choose whether they want to access: support only; support and informal action; or support and a formal investigation.

3.4 Mediation (for staff)

Mediation is an informal, voluntary process where a neutral third party is appointed to support the parties involved in a dispute in reaching a satisfactory outcome. The purpose of mediation is to create a safe environment where parties can communicate and work towards the restoration of a positive working relationship. The Employee Relations team in HR will arrange mediation if it is appropriate and if all parties are comfortable engaging in it. An individual can request mediation without making a formal complaint.

3.5 Staff Grievances

Grievances may be raised by staff who have been bullied or harassed or who consider that another member of the King's community has been bullied or harassed. In addition, managers may engage the disciplinary procedures to deal with occurrences of bullying and harassment they become aware of. It is not necessary for a grievance to have been issued for a manager to take this step. The relevant policies are:

- Grievance Procedure: Research, Teaching-only and Professional Services Staff
- Academic Staff: Regulation pertaining to Grievance Procedure

- Disciplinary Procedure: Research, Teaching-only and Professional Services Staff; and
- Academic Staff: Regulation pertaining to Disciplinary and Related Procedures.

3.6 Student Conduct & Appeals Office (SCA)

The SCA investigates formal complaints of instances of bullying or harassment relating to students. Students who wish to make a complaint in relation to bullying or harassment should contact SCA. They can also advise on whether informal action may be taken. If appropriate, the Employee Relations team and SCA will work together on cases involving both staff and students. Students are advised to contact KCLSU Advice for support and guidance on the procedures followed by SCA.

Postgraduate Research (PGR) students may be both a student and a member of staff. PGR students may address complaints to SCA or use the grievance or staff misconduct complaint procedures if appropriate. King's recognises the complexities in relation to PGR students. KCLSU Advice offers support and guidance to PGR students and has dedicated PGR Staff to support enquiries.

4. Support

Bullying and harassment can cause humiliation, isolation, loss of confidence and serious harm to mental health and wellbeing in both the short-term and longer-term. A range of support and advice services are available to members of the King's community who have experienced, witnessed or been accused of bullying and harassment.

For urgent help or support, members of the King's community are urged to contact emergency services in the first instance: reportandsupport.kcl.ac.uk/support/i-need-urgent-help

All external support and services are described and can be accessed through King's Report + Support platform at reportandsupport.kcl.ac.uk/support/where-can-i-get-support-outside-kings

While the above links outline the sources of support for the King's community at university level, many local departments and faculties also offer additional support so please check your local intranet pages or other normal communications channels for further information.

Review of Academic Appeals

The purpose of this review has been to make short term improvements to the process for this year's Examinations Period 2 and 3 (EP 2 and 3) to help manage process more effectively in a peak period.

There were a number of issues identified including the following:

- Ineffective sharing of data through email amongst teams which places an unnecessary emphasis on the use of email to share sensitive information
- Lack of understanding of all stages of the process and which teams are involved at each stage
- Poor planning that makes it difficult to know how to support staff and students effectively through the process
- Use of a "fast track" process for all students when there may be other options that focus on those who most need to know whether their appeal has been successful
- Lack of understanding as to the process on the part of students as well as confusion about what their outcome means in terms of next steps particularly where their appeal is successful

The proposed resolutions for this academic year are:

1. Develop a outcomes tracker tool that enables information on appeals, outcomes and the requisite information for updating Student Records to be kept on one document
2. Develop Staff Guidance and an overview of the process
3. Ensure Academic Appeals Boards are planned in advance of EP2 results and a calendar of those dates shared with the requisite staff teams
4. Develop a central repository for the sharing of information between teams
5. Develop a process for students whose final attempts are exhausted at the end of Period 2 (if their academic appeals after that period are unsuccessful).
6. Develop clearer guidance and outcomes for students

1. Outcomes Tracker

So far we have produced a draft outcomes tracker tool which we plan to introduce in May/June: please see the proposed tracker here which is still being updated which uses sample data: [Sample FAB Outcome sheet .xlsx](#)

2. Staff Guidance

We have also produced Staff Guidance which will be incorporated as part of the Teams Channel a draft of which is available here: [Appeals Review Staff Guidance_Academic Appeals .docx](#)

3. Calendar of FAB Meetings

It has also been agreed with the Assessment and Awards team that they will provide a calendar of scheduled Faculty Assessment Board meetings to SCA so that Academic appeals can be sent with due notice and so SCA can explain to students that if they have an extension to submit their appeal beyond a specified date, their appeal will not be considered until the next Board meeting which could be some time later.

4. Central Repository

We are also set to launch a Teams Channel in May/June to share academic appeals with FABS, for FABS to share outcomes with SCA and for SCA to share relevant information on outcomes with Assessment and Awards to update Student Records. Consultation is still taking place on this but there are plans to demonstrate it to Faculty staff before implementing it as well as providing a recording of how it will work and written guidance to help navigate the process.

5. Adjusted Process

In terms of the process for students who have exhausted final attempts after EP 2 whose appeals are not successful, it is recommended that SCA obtain a list of these students and share with Faculty those in this position so that they can let them know not to take a further assessment in EP 3.

6. Updated Student Services Online Article on Academic Appeals and Review of Outcomes to students

SCA also plan to update the Student Services Online Article on Academic Appeals prior to the release of results as well as review the content of student outcomes to make them more “user friendly” and provide information on upheld appeals as to the next resit opportunity and whether the resit will be with teaching.

Longer Term Plans

SCA is working with the Continuous Improvement Team within SED to provide a software solution through Student Records similar to mitigating circumstances and hopes to introduce this in the next academic year if it is approved.

Academic Board

Meeting date 28 June 2023**Paper reference** AB-23-06-28.09.2**Status** Final

Report of the College Research Committee

Item	Meeting at which considered	Main or consent agenda	Academic Board action	Reserved item?
1. Policy and Procedure for Security Sensitive Research Activities	23 May 2023	Main	Approve	No
2. Function of Committee – Ways of Working	28 March 2023	Consent	Note	No
3. Intentions Plan for Research Assessment	28 March 2023	Consent	Note	No
4. Update on Rights Retention Policy	28 March 2023	Consent	Note	No
5. Vice-Deans (Research) Away Day - Summary Report	23 May 2023	Consent	Note	No

For approval**1. Policy and Procedure for Security Sensitive Research Activities (Annex 1)**

Motion: That Academic Board approve the Policy and Procedure for Security Sensitive Research Activities.

Background:

The Security Sensitive Research Activities Policy has been under discussion at CRC since 2020. The Policy seeks to ensure that those engaged in research involving security sensitive materials are protected and not in infringement of the law, recognizing that researchers could be subject to surveillance by, or enquiries from law enforcement agencies. The Policy aims also to ensure the College's compliance with the Counter Terrorism and Security Act (2015). It is estimated that approximately 12 cases arise in a year that would merit review under the Policy.

For note**2. Function of Committee, Ways of Working**

The Committee reviewed its ways of working over the past several years and determined that it could improve its effectiveness by:

- Ensuring Faculties' research priorities and cross-Faculty themes were embedded into the Committee's programme
- Varying the format of meetings to allow for workshop/away day style meetings that could focus on strategy or deep dives on key issues
- Forward planning - considering more substantial agenda items up to a year in advance to allow adequate time for preparation

- Supporting collaboration between academic and professional services staff to effectively connect faculty and central perspectives
- Offering an induction for new members to brief them on the Committee's focus and remit and outline how they can engage most effectively
- Ensuring that information presented at the meetings and the Committee's broader outputs are widely disseminated across the College

3. Intentions Plan for Research Assessment

The Committee discussed and approved an 'Intentions Plan' for research assessment that would assist the College in responding to increasing requests from funders about processes and practices related to research culture. The plan builds on good practice demonstrated in the REF 2021 assessment and will help form a code of practice for the next REF. Beyond compliance, it was intended to provide a principles framework and informational tool kit for those making decisions.

The intentions plan will ensure that any group undertaking research assessment will understand:

- how the group would commit to ensuring awareness of biases is maintained
- specific measures to mitigate against risks of bias, and to promote inclusion
- steps to ensure that the criteria are adhered to throughout all stages of all assessments
- the most appropriate way to challenge potential biases
- the most appropriate way to communicate openly about research assessments and record decisions

The plan will be used for three specific purposes:

- To comply with requests made by external funders regarding triaging of candidates put forward for awards
- To employ as a tool when conducting REF output assessments
- To employ as a tool when considering applicants that have applied for internal funding

4. Update on Rights Retention Policy

Since the Policy was approved, the Libraries and Collections team have taken the following implementation steps:

- Created webpages with a FAQ section to which academic staff can refer
- Contacted Vice-Deans (Research) to discuss Faculty-specific engagement
- Written to the top 100 publishers that the College publishes with to explain the new policy

5. Vice-Deans (Research) Away Day Summary Report

A Vice-Deans (Research) Away Day was held on 18th April. Key matters discussed included:

- Funding for PGR students, how funds are allocated and how they can be used to leverage external funding. A follow up paper is to be presented to the committee in September
- The need for King's to improve its digital presence to help raise awareness of the diverse range of research and activities that are being undertaken across the College.
- Visa issues related to international visiting scholars and students who were to be paid for their work while at the College

Security Sensitive Research Activities Policy

Policy Category:	General
Subject:	The management of security sensitive research activities
Approving Authority:	Academic Board
Responsible Officer:	Senior Vice President (Operations)
Responsible Office:	Research Governance Ethics and Integrity
Related Procedures:	Security Sensitive Research Activities Procedures
Related College Policies:	IT Acceptable Use Policy Information Security Policy Procedure for Investigating and Resolving Allegations of Research Misconduct Health, Safety and Welfare Policy Safeguarding Policy International Regulations Policy and Guidance
Effective Date:	June 2023
Supersedes:	N/A
Next Review:	June 2026

1. Purpose & Scope

- 1.1 King's College London supports the academic freedom of its researchers to conduct scholarly research activities in connection with their affiliation to the College. The University expects its staff and students to act with the highest integrity at all times, and to conduct their business in an honest and open manner, and in line with all relevant legislation.
- 1.2 Researchers who access security sensitive research material for the purpose of their academic research or as part of educational activities can be subject to surveillance by, and lead to, enquiries from the police or other law enforcement agencies.
- 1.3 If staff, students and affiliates manage their activities appropriately, they can usually proceed with these activities as normal while at the same time upholding obligations to the university, meeting regulatory requirements, and protecting the integrity and reputation of the University and its members.
- 1.4 This policy is designed to ensure that those who have legitimate reasons to work with security sensitive research material are appropriately protected and are not in infringement of the law. The University seeks to ensure that the freedom to pursue academic research is upheld, balanced with the need to protect our researchers from radicalisation, and to ensure compliance with relevant legislation.
- 1.5 This policy aims to ensure compliance with the [Counter-Terrorism and Security Act \(2015\)](#) and to enable the University to fulfil its duty to *have due regard to the need to prevent people from being drawn into terrorism*, and extremism, and to facilitate scholarly research into security-sensitive topics. Conducting research in line with this policy allows the College to assist the appropriate authorities by demonstrating that any security-sensitive material has been accessed as part of legitimate research activities.

- 1.6 Carrying out security-sensitive research may trigger a level of personal risk to the researcher that cannot be mitigated by the College. Whilst compliance with this policy does not guarantee protection from investigation or prosecution by national or international authorities, or from action taken by enforcement or security agencies outside of the United Kingdom, it does mean that the College can aim to support the researcher to the best of its ability.
- 1.7 This policy:
- outlines the actions the University expects its researchers to take in terms of appropriately disclosing the conduct research into security sensitive topics, and how to appropriately handle and store such material.
 - assists with the identification of security sensitive topics.
 - supports the mitigation and resolution of any associated risks in order to protect the researcher.
- 1.8 Any breach of this policy will be referred directly for investigation under the [Procedure for investigating and resolving allegations of research misconduct](#), in the case of staff members and research degree students, or under the *Misconduct Regulation (G27)* of the College's *Academic Regulations* in the case of students who were not studying towards a research degree on the date of breach.
- 1.8 This policy applies to all King's College London employees, honorary and emeritus staff. It also applies to those students, volunteers or other members of the University community who may be involved in research, in the name of King's College London, in any capacity. This includes research undertaken for educational purposes by undergraduates or taught postgraduates as part of a taught course module.
- 1.9 The policy relates to all research involving security-sensitive topics conducted in the name of King's College London.
- 1.10 The policy complements the [International Regulations Policy and Guidance](#) which must be considered in parallel to this policy where relevant.

2. Definitions

- 2.1 Under this policy, and its connected procedure, "researcher" refers to any person officially connected with King's, including employees, emeritus, honorary or visiting post holders, students, contractors and volunteers.
- 2.2 "Students" means any individual enrolled on a course of study at the university, including undergraduate, taught postgraduate, research postgraduate or those on short courses.
- 2.3 Research activities considered to be "Security-Sensitive" include, but are not limited to, the access or generation of:
- (i) material (including Online Material in the public domain and Digital Material) relating to terrorism, extremism, radicalisation and/or material which may be considered to contain "vocal and active opposition to fundamental British values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs" ([Counter Terrorism and Security Act \(2015\)](#)).
 - (ii) material relating to a terrorist group or [proscribed organisation](#).
 - (iii) material relating to criminal, or otherwise illegal, activity.

- (iv) materials which require security clearance.
 - (v) materials used for research commissioned by defence or security sectors.
 - (vi) materials that can only be obtained by accessing the 'dark web' through a specialised browser, and
 - (vii) materials that are illegal, related to criminal activity, or are otherwise sensitive or obscene.
- 2.4 "Radicalisation" is the process by which a person comes to support terrorism and extremist ideologies associated with terrorist groups.
- 2.5 "Terrorism" is the use or threat of action which:
- (i) involves serious violence against a person,
 - (ii) involves serious damage to property,
 - (iii) endangers a person's life, other than that of the person committing the action,
 - (iv) creates a serious risk to the health or safety of the public or a section of the public, or
 - (v) is designed seriously to interfere with or seriously to disrupt an electronic system,
- where the use or threat is designed to influence the government or to intimidate the public, or a section of the public, and the use or threat is made for the purpose of advancing a political, religious or ideological cause.
- 2.6 "Proscribed Organisations" are defined as terrorist groups or organisations banned under UK law, in accordance with legislative proscription criteria, by the UK Home Office. A list of which can be found here: <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>
- 2.7 The "Dark Web" refers to websites that exist behind multiple layers of encryption that cannot be accessed by using traditional search engines or visited by using traditional web browsers.
- 2.8 "Digital Material" refers to information, including text, images, audio and video, that is stored in digital form and is made accessible using digital technology, other than through the internet.
- 2.9 "Online Material" refers to information, including text, images, audio and video, that is accessible or is made available by connection to a central processor or computer network using the internet.

3. Policy

- 3.1 Research into security sensitive topics can put a researcher at risk of becoming:
- (i) the subject of surveillance or investigation by relevant authorities.
 - (ii) radicalised by the material which they are accessing and handling.
- 3.2 The University requires all research involving security sensitive topics to be subject to the necessary registrations, approvals and permissions prior to the research commencing. At a minimum this will include the registration of the research with the [Research Governance Office](#) and the provision of an appropriate repository from KCL [IT Assurance](#) for purposes of securely storing material, but it may also include the appropriate ethical clearance where this is relevant.

- 3.3 In cases where the risk of the research is deemed to be high to either the researcher or the University or if the [Research Governance Office](#) does not have the expertise to determine if a risk has been appropriately mitigated, the registration may be deferred in confidence for expert review and authorisation by the *Security Sensitive Research Expert Advisory Panel (SSREAP)*.
- 3.4 The University will provide a process by which researchers can register such research and receive instruction on the most appropriate storage repository. However, it remains the responsibility of all researchers to:
- a) ensure that their registration remains up to date at all times by submitting a revised registration should any amendments be made to the project.
 - b) ensure that they use only the storage repository advised by IT for the material related to the registered project.
 - c) seek guidance either from their Line Manager or the [Research Governance Office](#) if there is any doubt as to whether their research falls under this policy.
 - d) ensure that all access to and storage of security sensitive research material is handled on the university network or university owned computers. The University advises against the use of personal devices, with the exception of instances where appropriate risk mitigations can be put in place as agreed through the process of registration.
 - e) ensure that any potential risks to the researcher, other individuals and the University are considered and appropriately mitigated.
- 3.5 Failure to adhere to points 3.3 a) & b) above may constitute research misconduct and may be referred to the appropriate university misconduct process for action.
- 3.6 It is recognised that there may be some occasions where classified data is being handled and in order to meet the government/security handling requirements, full registration will not be possible or appropriate. In such instances the research must be discussed directly with the [Research Governance Office](#) who will advise on the appropriate steps to be taken.
- 3.7 The [Research Governance Office](#) is responsible for reviewing registration submissions, and any updates, to make a record of activities planned to be carried out. This will ensure that should the activity be brought into question by the authorities there will be evidence for it to be established that the activity has been for the purposes of legitimate academic research.
- 3.8 The *IT Assurance* team is responsible for assessing the nature of the material to be accessed and determining and making available, the most appropriate and secure storage repository for the management of the data. This will take into consideration any requirements of relevant funding bodies.
- 3.9 If a researcher is found to have accessed material beyond what they have registered, and it is deemed to go beyond what is legitimate to have been accessed for the purposes of the academic research, or if they deliberately conceal or attempt to conceal security sensitive research activities, it will be considered research misconduct and referred immediately to the appropriate university disciplinary process for action. There may also be grounds for the University to report this to the relevant authorities.
- 3.10 There will be no time limitations on referral for disciplinary action as described in this policy.

4. Reporting and review

- 4.1 An annual report will be provided to the Senior Vice President (Operations) and a summary provided in the annual report of the Deputy College Secretary & Chief Compliance Officer to the [*Audit, Risk and Compliance Committee*](#).
- 4.2 Failure to appropriately register and conduct security sensitive research may lead to investigation under the College's [*Procedure for Investigating and Resolving Allegations of Research Misconduct*](#) and as such there may be a requirement to report this to any associated funding body.
- 4.3 This policy and its associated procedure will be reviewed at least every three years.

Procedure for Registering Security Sensitive Research Activities

Policy Category:	General
Subject:	The management of security sensitive research activities
Related polices & procedures:	IT Acceptable Use Policy Information Security Policy Procedure for Investigating and Resolving Allegations of Research Misconduct Health, Safety and Welfare Policy Safeguarding Policy International Regulations Policy and Guidance
Effective Date:	June 2023
Supersedes:	N/A
Next Review:	June 2026

1. Purpose & Scope

- 1.1 These Procedures are in accordance with the *Security Sensitive Research Activities Policy* [[URL](#)] and should be considered in conjunction with any instructions for using any tools provided by the University for the registration of such research.
- 1.2 The procedures are intended to help the University balance the freedom to pursue academic research, with the need to protect our researchers and students from being drawn into terrorism and extremism and to ensure compliance with relevant legislation. They are also intended to support the university in conducting its research in a legal, ethical and transparent manner.
- 1.3 The primary purpose of the procedures is to ensure that researchers and students are adequately supported in registering security sensitive research to the University in such a way that:
 - (i) should they ever be subject to surveillance or investigation by any authorities it can be evidenced that the security sensitive material was accessed for legitimate academic research purposes.
 - (ii) the University has sufficient oversight of the research being undertaken to ensure that researchers are not at risk of becoming radicalised.
- 1.4 The secondary purpose of the procedures is to provide staff and students with a framework within which they can design a management plan for handling security sensitive material.
- 1.5 These procedures apply to all King's College London employees, honorary and emeritus staff. It also applies to those students, volunteers or other members of the university community who may be involved in research, in the name of King's College London, in any capacity.
- 1.6 The procedures relate to all research involving security-sensitive topics conducted in the name of King's College London. This includes research undertaken for educational purposes by undergraduates or taught postgraduates as part of a taught course module.

2. Definitions

- 2.1 Definitions are contained in the *Security Sensitive Research Activities Policy* [[URL](#)]

3. Procedures

A. Procedures for identifying security sensitive research

- 3.1 In advance of any collection of research materials, the researcher must identify whether their project constitutes security-sensitive research and therefore is covered under this Policy. They can do so by having clearly defined the research methods they intend to use to conduct their research and the type of research material they intend to analyse. Section 1 of the *Security Sensitive Research Registration Form* can also be used as a checklist to determine if this policy applies.
- 3.2 Students should discuss their research with, and obtain approval from, their supervisor, before registering their project under this policy.
- 3.3 If there is any doubt as to whether a research project falls under this policy, researchers should discuss with their supervisor or Line Manager as appropriate or with the [Research Governance Office](#).
- 3.4 Although onus is on individual researchers to appropriately register security sensitive research, supervisors and line managers should make reasonable efforts to be broadly aware of the nature of the research their staff or students are conducting and direct them to these procedures as appropriate.
- 3.5 It is recommended that researchers discuss security sensitive research with their supervisor or Line Manager at as early a stage as possible, in order that any special provisions that might need to be made for the research in terms of facilities or resources can be considered and feasibility determined.

B. Procedures for registering security sensitive research

- 3.6 The University requires all researchers who have determined that they are conducting security sensitive research to register this with the [Research Governance Office](#).
- 3.7 The registration procedure is not a substitute for ethical clearance from the College's Research Ethics Committee and researchers must consult Research Ethics Office webpages to ascertain whether their project requires ethical clearance ahead of any data collection. In instances where research ethics review is determined to be required, the project must also be registered with the Research Governance Office.
- 3.8 The registration process is not a substitute for any requirements to be followed under the [International Regulations Policy and Guidance](#) and researchers must consult this policy to ascertain whether their project requires any other approvals or licence applications before the research can commence.
- 3.9 Researchers must register their research by completing the Security Sensitive Research Registration form [[Add URL](#)], which must include the details of the material to be collected and also a risk assessment of the research. Proper consideration must be given in completing the risk assessment to other University Policies and Procedures that may be relevant such as IT and health and safety.

- 3.10 If students will be accessing any security sensitive research material as part of an activity which falls within the learning aims and objectives of a taught module, the Security Sensitive Research Registration form for Taught Modules [\[Add URL\]](#) should be completed by the module leader and submitted to the Research Governance Office for registration prior to commencement of the activity.
- 3.11 If, as part of a Taught Course Module, students will be conducting individual research projects in which the activity does not fall within the learning aims and objectives of the course but is instead a stand-alone research project for which each student has their own specific aims and objectives, then an individual Security Sensitive Research Registration form must be submitted by each student.
- 3.9 The security sensitive research registration forms will be securely stored on the university network and will be managed by the [Research Governance Office](#). However, where circumstances require it, they may need to be accessed by:
- (i) University management, including faculty and directorate line management or staff in Research Management and Innovation Directorate or IT who are responsible for collaboratively overseeing the system of support for security sensitive research.
 - (ii) Internal Auditors or any university manager who has been requested to investigate any allegations relating to the conduct of security sensitive research.
 - (iii) External auditors, including assurance staff from external funding bodies.
 - (iv) The relevant authorities.
- 3.10 The completed form must be submitted to the [Research Governance Office](#) as per the details given on the registration form. The form will be reviewed by the [Research Governance Office](#) to ensure that the researcher has identified any risks and that these have been mitigated with appropriate safeguards.
- 3.11 In cases where the risk of the research is deemed to be high to either the researcher or the University or if the [Research Governance Office](#) does not have the expertise to determine if a risk has been appropriately mitigated, the registration may be deferred in confidence for expert review and authorisation by the Security Sensitive Research Expert Advisory Panel (SSREAP) before confirmation to commence can be granted.
- 3.12 The researcher will complete the high-risk checklist as part of the *Security Sensitive Research Registration Form* and as such will be aware upon submission if the research has been deemed high risk and will require SSREAP review. The [Research Governance Office](#) will determine the nature of expertise required on a case-by-case basis and the appropriate members of SSREAP will undertake a high-risk review. In exceptional cases the SSREAP may convene as a full panel where the risks of the research are not limited to a specific area of expertise.
- 3.13 If a project is escalated for high-risk review and the SSREAP determines that the research is too high-risk to proceed in its current form, they will provide feedback to the [Research Governance Office](#), who will relay this feedback to the researcher, with any changes that could be made to enable the research to proceed. The onus is then on the researcher to consider and make these changes if they wish to proceed. Where appropriate changes cannot be made in order to mitigate elements of the project identified as high risk, registration will be declined, and the research cannot commence.

- 3.14 In cases where it has been determined that the registration can be confirmed, the researcher will be issued with a confirmation email outlining the registration.
- 3.15 The [Research Governance Office](#) email will be copied to the *IT Assurance* team who the researcher will then be required to liaise with in order to determine the appropriate IT facilities to be used for the access, management and storage of the security sensitive material.
- 3.16 Security sensitive research can only commence after both [Research Governance Office](#) confirmation has been received and the appropriate IT support/solution has been provided.

C. Procedure for handling security sensitive material

Access

- 3.17 When accessing web sites or otherwise accessing online content that might be associated with illegal activities, radicalisation or terrorist/extremist organisations or groups, researchers should be aware that such activity may be subject to surveillance by the police or other law-enforcement agencies and that visiting such sites or otherwise accessing online content that could be interpreted as promoting and/or endorsing radicalisation, terrorism or extremism can put them at risk of enquiries by the authorities.
- 3.18 Should researchers need to visit such sites or otherwise access online content when undertaking legitimate research, they should do so from the University network (including the wireless network and VPN) and from computers which are University-owned and used primarily for university business. Accessing these materials from a university network will help to demonstrate that these activities are part of legitimate research.
- 3.19 The University recognises that it may not always be practical to use the University network or University computers when accessing sensitive material for research purposes. In such cases the use of non-University IT equipment may be permissible, providing appropriate risk mitigation safeguards have been identified in a researcher's *Security Sensitive Research Registration* and those safeguards been agreed by the [Research Governance Office](#) in consultation with IT Assurance where appropriate.
- 3.20 If a researcher does not have access to a University-owned computer and the risks posed by the research are deemed too high for the use a personal device, researchers may be able to loan a device from their department for the duration of the project. Alternatively, grant funded researchers should consider costing a dedicated device into the budget of their grant.

Storage

- 3.21 All security sensitive material must be stored in a solution with restricted access that has been approved for use by IT. The preferred and supported solutions are a KCL SharePoint Online site and/or OneDrive for Business. The choice of which to use will be determined by the nature and access requirements to the data. Confirmation as to which of these solutions is appropriate for any given research project must be agreed by *IT Assurance* and any exceptions to the usage of these options will be at the discretion of *IT Assurance* or will require justification from the researcher and should be clearly stated in the SRR application.
- 3.22 It is important to note that due to the contract KCL have with Microsoft and the terms and conditions; if owning, viewing or storing the research material would constitute a criminal act or breach of regulations, then this should be raised and discussed prior to conducting the research.

- 3.23 For storage related queries, researchers are advised to raise a ticket via the *IT Service Desk* and it will get directed to *IT Assurance*. In the short description for the ticket, researchers should state: 'FAO IT Assurance: Data Storage advice required – security sensitive research'.
- 3.24 Researchers must limit the access to security-sensitive materials to their supervisor or named collaborators identified on the *Security-Sensitive Research Registration Form*. In instances where the material does need to be transferred or shared outside of the agreed storage solution, the mechanisms for sharing and risk mitigations must be addressed in the risk assessment.

D. Procedure for handling issues raised

- 3.25 Any enquiries from the police or other recognised authorities will be directed to the University's Head of Security. The [Research Governance Office](#) and the *IT Assurance* team will then liaise with the Head of Security to consider any requests for access, to determine if access will be permitted and to chaperone access if it is granted.
- 3.26 If any staff or students become aware of any colleagues engaging in security sensitive activities, or if materials related to terrorism or extremism are discovered on campus, this must be reported to the Head of Security in the first instance. The Head of Security will then liaise with the [Research Governance Office](#) to check if the activity is registered for research purposes and if not, will be obligated to take appropriate action.
- 3.27 Any breaches of the policy and procedures will be considered under the University's [Procedure for Investigating and Resolving Research Misconduct](#).

SECURITY SENSITIVE RESEARCH REGISTRATION FORM

This registration form should be completed in all instances where planned research will encounter security sensitive topics or materials in line with the King College London's *Security Sensitive Research Activities Policy and Procedure for Registering Security Sensitive Research Activities* ([Add URLs](#)). Researchers should complete Section 1 of this registration form in the first instance. If the answer is 'yes' to any question, researchers should submit their complete registration form in line with the guidance on submission found in Section 6.

SECTION 1 – Filter Questions			
Security sensitive research checklist			
		Yes	No
1.	Does the research involve the collection and/or analysis of materials that fall under the Terrorism Act 2006 ?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the research involve direct contact/interactions with active members of extremist or terrorist organisations, including those on the Home Office's list of Proscribed Terrorist Groups or Organisations (e.g. actively joining social media groups, engaging in discussions - online or otherwise).	<input type="checkbox"/>	<input type="checkbox"/>
3.	Will the research involve accessing material that might be associated with extreme, or terrorist organisations or ideologies?	<input type="checkbox"/>	<input type="checkbox"/>
4.	Is the answer 'yes' to any of the below statements?		
	i. Has this research been commissioned by the security services?	<input type="checkbox"/>	<input type="checkbox"/>
	ii. Has this research been commissioned by the military?	<input type="checkbox"/>	<input type="checkbox"/>
	iii. Are security clearances required to undertake this research?	<input type="checkbox"/>	<input type="checkbox"/>
	iv. Has this research been commissioned under an EU Security Call?	<input type="checkbox"/>	<input type="checkbox"/>
5.	Does the research involve the collection and analysis of material relating to obscene, criminal or otherwise illegal activity?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Will the research require the use of the 'dark web'?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to all questions in Section 1 is 'no':

Completion of the further sections of this form is not required. Researchers should however ensure that any additional requirements (such as obtaining ethical clearance, risk assessment, or registration on KDPR) are completed before data collection commences.

If the answer to any question in Section 1 is 'yes':

Answering 'yes' requires that this research be registered on the King's *Security Sensitive Research Register*. The remaining sections of this form should be completed and submitted in line with the guidance in Section 6. Students should consult with their research supervisors while completing this form.

SECTION 2 – Researcher details

Full name of researcher:	
Email address:	
K number:	
Level of study (if applicable):	
Supervisor (for students) or Head of Department name (for Staff):	
Details of any other researchers working on the project (if applicable):	<i>Please provide full names and email addresses. In cases of non-KCL researchers please also detail the institution name.</i>
Full title of research project:	

SECTION 3 – High Risk Checklist

Please indicate if the study involves any of the following risks -

		Yes	No
1.	Will the researcher be in direct contact/interact directly with members of extreme or terrorist proscribed groups?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Will it be possible to identify individuals/groups in research outputs, which could pose a risk to those individuals or others?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is there a risk of dual-use? i.e. the research findings/publications could potentially be misused by extreme or terrorist proscribed groups	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the research involve collection or exposure to information that the researcher may be required to report to the police/government?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any question in section 3 is 'yes':

Answering 'yes' to any of the above 'high risk' questions will result in your registration form being referred to the King's *Security Sensitive Research Expert Advisory Panel (SSREAP)* for an expert opinion. This may result in requests for changes to your study and impact on the timeframe for registration, in line with the King's *Security Sensitive Research Activities Policy* ([link](#)).

Please note – The Research Governance Office reserves the right to defer to the SSREAP for expert opinion in cases where the researcher has not answered 'yes' to any of the above high-risk questions, but the RGO lacks sufficient expertise to make an informed decision about the potential risks presented by a project.

SECTION 4 – Details of data collection

1. Provide a description of the type of security sensitive data/material to be collected/accessed and for what purpose.

2. Does this research require ethical clearance? If you are unsure, please work through the guidance found on [this page](#) to ascertain whether clearance will be required.

Yes

No

2 (b) If no, please provide an explanation to why this is not required:

3. Will access of any SSR material be conducted solely from the University network (including the wireless network and VPN) and from computers which are University-owned and used primarily for university business?

Please note – You must specifically address how you intend to mitigate any related risks in row 5 of the risk assessment table in Section 4 .

Yes

No

4. Will collection/access of security sensitive data/material be conducted solely on University premises?

Please note – You must specifically address how you intend to mitigate any related risks in row 6 of the risk assessment table in Section 4.

Yes

No

5. Will your research require the electronic transmission (e.g. as an e-mail attachment) of security sensitive research material?

Please note - You must specifically address how you intend to mitigate any related risks in in row 4 & 5 of the risk assessment table in Section 4.

Yes

No

SECTION 5 – Storage of security sensitive data

For any security sensitive research that will be conducted online or will require the storage of electronic research data, King's IT Services must be made aware of your research.

All material should be stored in a solution with restricted access that has been approved for use by IT. Before undertaking any primary or secondary data collection related to security sensitive materials or topics, please raise a ticket with the King's IT service desk (8888@kcl.ac.uk) to determine the most appropriate storage solution for your data.

When contacting IT, please use the subject line '**FAO IT Assurance: Data Storage advice required – security sensitive research**'.

I confirm that I have or will contact IT Assurance prior to commencing any data collection or analysis for this research project and will conduct my research as instructed.

SECTION 6 – Risk Assessment

The below guidance outlines what information should be provided in each section of the risk assessment form. It is important the nature of the risk is considered carefully, with lay language used throughout. The below examples are not exhaustive, researchers must carefully consider what specific risks may arise during their project and ensure these are reflected in the additional sections provided.

	Risk Description	Assessment of Risk		Management of risk
	<i>What is the precise nature of the risk in question?</i>	<i>If the risk identified was to occur, who would this likely impact? (i.e. the PI, another researcher, etc.)</i> <i>What would be the impact of the risk occurring?</i>	<i>What is the likelihood of this risk occurring?</i> <i>(Low, medium, or high)</i>	<i>How have you planned to mitigate this risk?</i> <i>What protocol(s) can be put in place to help mitigate this specific risk, and how will these be utilised during the project?</i>
1.	Risk to the health and safety of researcher when viewing security sensitive content (which might be extreme or violent in nature) during the research.			
2.	Risks relating to how the data is accessed or obtained (i.e. accessing materials from online sources or conducting in person interviews).			
3.	Risk of a data breach occurring during the completion of the research, leading to loss or disclosure of sensitive research.			

	Risk Description	Assessment of Risk		Management of risk
4.	Risks arising if security sensitive data was not deleted/destroyed appropriately.			
5.	Risks relating to not conducting research on the University network or not using a University-owned computer.			
6.	Risks related to the physical location the researcher will use when collecting/accessing data.			
7.	Risks associated with having untrained staff working on the project.			
8	Risks associated with security clearance, and who else may need to have such clearance.			
	<i>Please add further risks in this section, expanding this table further if required.</i>			

SECTION 7 - Submission

Process:

Research Requiring Ethical clearance:

For high and low risk submissions in REMAS, this form should be submitted as an appendix in Section I of REMAS when seeking ethical clearance. For minimal risk research, please follow the below procedure instead.

Research which doesn't require ethical clearance or has been registered as minimal risk:

This form should be submitted to the Research Governance Office at rgo@kcl.ac.uk prior to commencing any data collection.

Declarations:

1. I confirm that data collection will not commence until confirmation of registration has been received.
2. I understand that a record of this project will be stored on the King's *Security Sensitive Research Register*.
3. I understand that King's College London registering this project cannot guarantee that my research activities will not be investigated by UK or international authorities.

Signatures:

Researcher signature:

Supervisor signature (if applicable):

APPENDIX 1 - SECURITY SENSITIVE RESEARCH REGISTRATION FORM FOR TAUGHT MODULES

Purpose:

If students will be accessing any security sensitive research material (as defined in section 1 below) as part of activity which falls within the learning aims and objectives of a taught module, this form should be completed by the module leader and submitted to the Research Governance Office for registration prior to commencement of the activity, in accordance with the Security Sensitive Research Policy and Procedure (add links).

Please note that where students are conducting individual research projects in which the activity does not fall within the learning aims and objectives of the course but is instead a stand-alone research project for which each student has their own specific aims and objectives, then an individual Security Sensitive Research Registration must be submitted by each student.

Additional guidance can be sought by contacting the Research Governance Office (rgo@kcl.ac.uk).

SECTION 1			
Security sensitive research checklist			
		Yes	No
	Does the module activity involve the collection and/or analysis of materials that fall under the Terrorism Act 2006? (These could be materials provided as part of the module, or materials students are required to access independently)	<input type="checkbox"/>	<input type="checkbox"/>
	Does the module activity involve direct contact/interactions with active members of extremist or terrorist organisations, including those on the Home Office's list of Proscribed Terrorist Groups or Organisations (e.g. actively joining social media groups, engaging in discussions (online or otherwise))	<input type="checkbox"/>	<input type="checkbox"/>
	Will the module activity involve accessing online material that might be associated with extreme, or terrorist, organisations, or ideologies?	<input type="checkbox"/>	<input type="checkbox"/>
	Is the module activity commissioned by the military, under an EU Security Call or involve the acquisition of security clearance?	<input type="checkbox"/>	<input type="checkbox"/>
	Does the module activity involve the collection and analysis of material relating to obscene, criminal or otherwise illegal activity?	<input type="checkbox"/>	<input type="checkbox"/>
	Does the module activity involve access to the dark web	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to all questions in section 1 is 'no':

Completion of the further sections of this form is not required.

If the answer to any question in section 1 is 'yes':

Answering 'yes' requires the activity to be registered on the King's Security Sensitive Research Register. The remaining sections of this form should be completed and submitted to the Research Governance Office.

Section 2 – Module Details

Name of module leader:		
KCL email address of module leader:		
Department:		
Module title and code:		
Level of module:	Undergraduate <input type="checkbox"/>	Postgraduate <input type="checkbox"/>
Module summary:	<i>Please briefly describe the nature of the module and the specific learning objectives for students completing the module.</i>	
I confirm that I will maintain an accurate record of all students who will be accessing the security sensitive material outlined above for the purpose of fulfilling the module learning aims.		
I understand that in the event of an investigation by the police or other law enforcement agencies I may be required to verify names of students accessing security sensitive material for the purpose of fulfilling the module learning aims.		

Section 3 – Security sensitive materials and topics

Describe the nature of the security sensitive material students will access as part of the module and for what learning purpose?	<i>This section should elaborate on the option(s) selected in the filter questions (part 1) of this form.</i>
Outline any relevant training or support that will be provided to students prior to and during access of security sensitive material.	
Outline how you will mitigate any potential for security sensitive material to cause harm to the mental health and wellbeing of students.	

Part 4 – Data access, handling, and storage

All material should be stored in a storage solution with restricted access that has been approved for use by IT.

Before completing the following section, you are advised to raise a ticket with the King's IT service desk (8888@kcl.ac.uk) to determine the most appropriate storage solution for the security sensitive material.

When contacting IT, please use the subject line **'FAO IT Assurance: Data Storage advice required – security sensitive material'**.

<p>How will security sensitive material be collected and where will it be stored during the module?</p>	<p><i>Will material be accessed/stored in a single location on KCL premise or will it be accessed remotely by students? If accessed remotely, what additional safeguards will be put in place by the module leader? Please also specify any relevant storage location agreed with IT such as a sharepoint folder address.</i></p>
<p>How will the module leader manage students' access to sensitive materials during the module?</p>	<p><i>It should be clear how the module leader will ensure that access to such materials is appropriately controlled and only accessible by students for the duration of teaching and assessment on the module.</i></p>
<p>Does analysis of the material require students to either download or transmit any security sensitive material?</p>	<p><i>It is strongly advised that students are not asked to download or transmit any security sensitive material on any personal devices. However, if this is required, the module leader should provide a strong justification and outline any additional safeguards that will be put in place.</i></p>
<p>How will the module leader ensure that students will only access the security sensitive material for the period required to fulfil the learning objectives?</p>	<p><i>How you will ensure that all security sensitive material is securely destroyed when no longer needed? What safeguard measures that will be put in place to ensure that student no longer access the material once they no longer need to for the purposes of the module?</i></p>

Part 5 – Declaration		Tick Box
<p>I confirm that the activity outlined above has been agreed by my Head of Department to be appropriate to fulfil the learning aims and objectives of this module and I will complete a department risk assessment if required by my department.</p>		
<p>I confirm that I will ensure that all required safety measures, relevant to the module, will be employed and the students will agree to follow these safety measures prior to commencement.</p>		
<p>Module Leader Signature:</p>	<p>Date:</p>	

Academic Board

Meeting date 28 June 2023

Paper reference AB-2023-06-28-10

Status Final

Report of the Dean

Action required

- For approval
 To recommend 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.
What are the key points/issues?	Updates to progress of this year's AKC programme, events within the Chaplaincy, and the activities of the Chapel Choir.
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 the ongoing community and network building across the College as we deal with the cost of living crisis

Paper Submitted by:

Sarah Farrow, Vice-Dean, Dean's Office & Chaplaincy

Report of the Dean

1. Dean's Office

- a) As you may have seen in 'King's Essentials' and on the intranet, it was wonderful to be able formally to welcome our three new Chaplains from the Dharmic faiths (Buddhist, Hindu and Sikh) on 24 May. We are very grateful to the Principal for his support, not just at the welcome event but in getting the funding for these posts confirmed, and it is very exciting to be expanding our team in this way.
- b) At this time of year, a highlight of the activities in the Dean's Office is the annual Eric Symes Abbott Memorial Lecture, which is organised by us and delivered in Westminster Abbey and at Keble College Oxford (Eric Abbott was Dean of King's from 1945 to 1955, moving on to be Warden of Keble, before becoming Dean of Westminster from 1959 to 1974). Professor Anthony Reddie's lecture on 25 May on the topic of 'From Black Theology to Black Lives Matter and Back Again' was inspiring and challenging, and if you missed it the video and transcript are available on the Abbey website. Formatted copies of the lecture are available to download (pdf) from our website; there are also links to the previous 36 lectures in the series.

2. AKC (Associate of King's College)

- a) We have seen 3,601 students participate in the AKC in the 2022/23 academic year, and at time of writing we are about to begin our final catch-up week for this year. The final numbers of those who have met the minimum requirements for the programme this year will be produced at the end of catch-up week, and this data may be available by the date of the Academic Board meeting.
- b) Alongside the two lecture series this year, the AKC team have run a number of well-attended student events this year, including a trip to the 'Being Human' exhibition at the Wellcome Collection. Building on a lecture by Laura Moffatt, the Director of Art + Christianity, as part of the *Inside London* lecture series in semester I, we also had a screening in the Strand Chapel of 'Call to Holy Ground', a film commissioned by Art + Christianity and produced by Fourthland in collaboration with elders from Hindu and Christian communities in London. This attracted an audience from within and beyond King's, and we plan to offer a range of events for AKC students which complement each lecture series in future years.
- c) The lecture series for 2023/24 is currently being finalised. Semester I will cover the topic 'Where Do You Draw the Line: Free Speech and Offence', curated by Dr Nicole Graham, Lecturer in Ethics & Values in the Department of Theology & Religious Studies, in collaboration with King's Cultural Competency Unit; and Semester II will look at 'Self and World: Exploring Indian Philosophies' co-ordinated by Dr Karen O'Brien-Kop, Lecturer in Modern Asian Religions, also in TRS.
- d) The AKC for Alumni programme continues to attract a small but steady stream of applications each year. To date, we have received 35 applications to start in 2023/24, in addition to the 35-40 alumni who are likely to be continuing into their second and third years. A further 30-35 alumni are on course successfully to complete the course this year.

3. Chaplaincy

- a) In addition to our regular pattern of services and activities in the summer term, we offered various activities for Take Time Out, including walks in the countryside, film screenings and times for quiet in the Strand Chapel, seed planting, and plenty of tea, coffee, cake and support.
- b) Although term has officially ended, Chaplains will be around throughout the summer, and the Chaplaincy rooms on all campuses are open all day for anyone to pop in. More particularly, all staff

are welcome to join us for afternoon tea at the Strand Campus on Wednesday 5 July from 2pm; venue to be confirmed, so please email us on chaplaincy@kcl.ac.uk if you'd like more information.

4. Chapel Choir

- a) Although the term-time services in the Strand Chapel are now over until the next academic year, the Choir still has a number of commitments before they can have a well-deserved break. They will be taking part in a number of festivals around the country over the summer, including the Conwy Festival on 26 July (singing Rachmaninoff's *All-Night Vigil*), the Ryedale Festival on 28 July (again performing the *All-Night Vigil*, this time in a concert to raise funds for a charity working with Ukrainian children), and the Presteigne Festival on 27 August (giving a varied programme including *The King's Service* by [Dr Ed Nesbit of the Music Department](#)). These are all high-profile events in the UK classical music world, and it is good news that our Choir is being invited to take part.
- b) Also in the diary for the next couple of months is a recording of a second collection of Ed Nesbit's music, following [Sacred Choral Music \(2022\)](#).
- c) The Choir's most recent recording, of music by King's alumna Kerensa Briggs including her '[Requiem](#)', was released at the end of May and has already been given some good reviews. It was also featured on [BBC Radio 3 'Record Review'](#) on Saturday 27 May.

5 June 2023

Academic Board	
Meeting date	28 June 2023
Paper reference	AB-23-06-28-10.2
Status	Final

Election of Associates of King's College London (AKC) - RESERVED

Action required

- For approval
 To recommend for approval
 For discussion
 To note

Motion: That the students listed be elected as Associates of King's College.

Paper Explanation for Members

Why is this paper being presented?	The Council has delegated to the Academic Board authority to elect Associates of King's College London.
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</p>
What is required from members?	To approve the election of the students on the attached list as Associates of King's College.

Paper Submitted by:

The Revd Dr Ellen Clark-King, Dean of King's College London

Election of Associates of King's College - RESERVED

Faculty of Arts and Humanities

[REDACTED]

Faculty of Life Sciences and Medicine

[REDACTED]

Faculty of Social Science and Public Policy

[REDACTED]

Dickson Poon School of Law

[REDACTED]

Institute of Psychiatry, Psychology & Neuroscience

[REDACTED]

Alumni

[REDACTED]

Staff

[REDACTED]

Academic Board

Meeting date 28 June 2023

Paper reference AB-23-06-28-11

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 11 May 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 11 May 2023

Agenda materials and minutes of the meeting will be found [here](#) following the 12 July 2023 meeting of Council.

The May meeting of Council tends to be one in which there is not a lot of transactional business to come forward as most standing committees will not have met since the preceding meeting. Council uses these sorts of meetings as an opportunity to explore selected strategic issues in-depth.

1. Innovation Landscape – Strategic Discussion

Council received and discussed a comprehensive report from the Vice-Principal (Research & Innovation) and the Senior Vice-President (Health & Life Sciences) regarding the conditions necessary to foster innovation. The report provided information about the rapidly evolving UK environment for university-based innovation and impact, and outlined King's performance, opportunities and plans for further development.

2. Portfolio Simplification

Council received a report from the Vice President (Education & Success) about the outcomes of the portfolio simplification programme.

3. Annual Report of the KCLSU

The KCLSU provided a summary report of its activities and the accomplishments of its sabbatical team over the course of the year.

4. Report of the Academic Board

Council received the report of the Academic Board noting particularly its discussions of Climate and Sustainability and Generative AI.

Council's next meeting is scheduled for **12 July 2023**.

Irene Birrell
College Secretary
June 2023

King's College London
Governance Review
2023-24
Terms of Reference

1. Introduction

The College Ordinances require that Council conduct a full review of governance every five years, with the next review due in 2023-24. In accordance with the guidance of the Committee of University Chairs¹, the review will be conducted by an independent agent selected through an open call. The process will be overseen by the Governance & Nominations Committee and will include a broad and full consultation with the university community at large, as well as key stakeholder groups. It is anticipated that the review will take six to eight months with a final report to Council planned for January 2024.

2. Objectives and Scope

Council has multiple roles and responsibilities and is accountable to a wide range of stakeholders and organisations both internal and external. As stewards of King's, its primary purpose is to oversee that mechanisms are in place for ensuring effective outcomes in the present, and that the College is making decisions which secure its sustainability and long-term success. The overarching objective of the review will be to examine how the Council and its governance mechanisms support that purpose, focusing on effectiveness in its functioning; as well as accountability and connection with those whom it must serve: the College community, the alumni, the larger communities we serve, government and the regulator.

3. Terms of Reference

3.1 To review the effectiveness of governance and decision making, focusing on:

3.1.1 The structure and composition of the Council, including skills, size and diversity

3.1.2 Processes for member recruitment, appointment/election and induction. ²

3.1.3 The committee structure and delegations, terms of reference and their relationship with the Council through which the Council fulfils its regulatory and legal responsibilities.

3.1.4 Governance in areas of significant risk such as key partnerships (health partners, international partners, for example) and major projects (such as the Human Resource system, online education).

3.1.5 The functioning of the Council meetings in terms of agenda, information, conduct and follow through.

3.1.6 The relationships and interplay amongst the various elements of the governance framework: institutional and academic governance; Chair and the Principal; members

¹ [The Higher Education Code of Governance](#)

² Items 3.1.1 and 3.1.2 will include consideration of issues raised by the UCU with respect to election of Council members, number of staff on Council, and responsibilities and powers of the Academic Board re individual staff matters

of Council and the senior executives, including executive deans, as well as formal and informal decision making.

3.1.7 Transparency and communication of decision making, and Council's engagement with the College community.

3.1.8 The mechanisms that the Council has to stay abreast of the emerging developments and future trends in the HE sector and how these factor into shaping strategy and evaluating options.

3.2 To consider the recommendations of the last review and how they have been implemented and incorporated into current functioning and their impact.

3.3 In all of the above, the review will evaluate how the Council and its governance mechanisms are in keeping with the guidance of the CUC HE Code of Governance, and the requirements of legislation, the OfS and the Charity Commission. In doing so, the review will draw upon benchmark information from comparator institutions (research-intensive, chartered universities), best practise in the sector worldwide, as well as best practise in the UK public sector governance.

4. Process and Timing

4.1 The process will be overseen by the Governance & Nominations Committee, a subset of which will engage directly with the external consultant throughout to ensure that all stakeholders are engaged and to deal with questions of process that might arise. The College Secretary will provide administrative support to the process.

4.2 Following approval of these terms of reference an external consultant will be engaged and the review will begin. A full proposed timetable is attached as Annex A.

4.3 As part of their remit, the external consultant will engage directly with key stakeholder groups (see Annex B for the initial list) and will establish means by which any member of the university community may provide input to the review. Members of the GNC may attend such meetings to listen and observe.

4.4 The GNC may seek advice from other HE governance practitioners and experts as it deems necessary during the review.

4.5 The report, along with Council's response and any agreed programme of actions will be made public.

Timeline for the Review

1. At the February 2023 GNC meeting, the Committee will be asked to approve and recommend terms of reference and the process for the review.
2. At the meeting of Council on 30th March 2023, Council will be asked to approve the GNC recommendations.
3. On 3rd April 2023, assuming Council has approved the terms of reference and process, a call for RFPs for an external consultant will be issued with a two-week submission window.
4. By 30th April 2023 GNC will have appointed the sub-group and selected the consultant who will meet as soon as possible with the Committee Chair and the subgroup and begin the review process.
5. The consultant will attend meetings of Council and committee meetings as an observer in May, June and July 2023.
6. The consultant will meet with stakeholder groups (see Annex B) and all members of the university community will be invited to make written submissions throughout spring and summer 2023.
7. A draft report outlining key findings and issues will be provided to the Council at its Away Day on 20 September 2023.
8. A final report will be provided to GNC and Council at their meetings of 19 October and 21 November 2023, respectively.
9. The report, along with Council's response and any agreed programme of actions will be made public following the meeting of Council on 18 January 2024.

Stakeholder Groups for Consultation

This is an initial list. Others may be identified as the review develops.

KCLSU

King's 100 – student and staff

Staff Unions

University Executive

One King's Leadership Team

Members of Council

Standing Committees of Council, including the Academic Board