



**General Terms and Conditions for
students commencing their
programme in 2020/2021**

Contents

1	Definitions	3
2	Legal framework.....	3
3	Accuracy of information you provide to us	5
4	Applicants and students with disabilities.....	5
5	Your agreement to comply with King’s regulations, policies and procedures.....	5
6	Updates and changes to King’s regulations, policies and procedures	10
7	Enrolment	11
8	Tuition fees and deposits	11
9	Tuition fee increases and your right to end your contract if your fees increase....	13
10	Other costs.....	14
11	Changes to programmes or closure of programmes	15
12	Safeguarding.....	17
13	Criminal offences whilst you are enrolled at King’s	18
14	Offers and programmes which are conditional on criminal records/Disclosure and Barring Service, ATAS or Occupational Health checks	18
15	Visas.....	19
16	Ownership of Intellectual Property	19
17	Cancellation rights and withdrawal	20
18	Limitation of our liability to you.....	21
19	Liability for acts outside our control	22
20	Personal data, students’ rights and obligations.....	23
21	Governing law and jurisdiction	23
22	General	24

These terms and conditions contain important information concerning your agreement with King's and you should take time to read them before accepting a place at King's.

Please contact King's (registry_services@kcl.ac.uk) for clarification if there is anything in these terms that you do not understand.

We explain below the basis upon which King's will provide your programme, 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 Definitions

In these terms:

"King's", "we", "us" and "our" refers to King's College London, Strand London WC2R 2LS.

"You" and "your" refers to you the student or applicant. Please note that these terms and conditions apply to King's undergraduate programmes, postgraduate taught programmes, postgraduate research programmes, blended programmes, King's Online programmes and programmes operated by our English Language Centre.

Reference to accepting an offer at King's includes any such acceptance, regardless of whether it is on a "first choice" or "insurance choice" basis, in the case of undergraduate programmes.

2 Legal framework

King's is regulated by the Office for Students which was established by the Higher Education and Research Act 2017.

King's operates within a framework of laws which can apply to it in certain circumstances, for example:

- 2.1 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers' interests, which can include the interests of students and applicants.
- 2.2 The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has "the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism".
- 2.3 The General Data Protection Regulation (GDPR) and any accompanying or subsequent UK data protection legislation that is in force, which set out the lawful bases and principles according to which individuals' personal data may be processed.
- 2.4 The Education (No 2) Act 1986, which contains measures to ensure that freedom of speech within the law is secured for members, students and employees of King's and for visiting speakers.
- 2.5 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.
- 2.6 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.
- 2.7 The right for students to appeal or complain to the Office of the Independent Adjudicator for Higher Education if they are unhappy about a decision made by their university. Please see the following link for further details: <http://www.oiahe.org.uk/>

These legal duties can change if the law changes. These terms and conditions are subject to those laws and any changes to these or other laws that the Government brings into effect.

3 Accuracy of information you provide to us

3.1 It is also important that you provide accurate information in your application to study at King's. If it is later found that your application contains false or misleading information or material omissions, then we may withdraw any offer to study at King's (and see also paragraph 5.4.7 as to other action that may be taken). If you disagree with any decision made by King's about this, you may ask the Director of Students and Education (or her/his nominee) to review such a decision within **fourteen** days of the date it was notified to you. You will need to provide the Director of Students and Education (or her/his nominee) with any evidence in support explaining why you think the decision was wrong.

4 Applicants and students with disabilities

4.1 King's is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Students and applicants with disabilities are encouraged to notify King's at the earliest opportunity so that any appropriate support arrangements can be provided. All offers are conditional upon King's being able to implement the specific adjustments reasonably needed for you to complete your programme. We are more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by us.

4.2 We recommend that you contact King's Disability Support Team so that they can help advise you and notify the relevant contacts at King's as appropriate.

Further information and contact details can be found here:
<https://www.kcl.ac.uk/disability>

5 Your agreement to comply with King's regulations, policies and procedures

Please note: King's Academic Regulations are currently under review. The review is not about changing King's policy positions or the underlying principles of our regulations, but about reorganising the existing content to make it more accessible to students and staff. Once this has received formal committee approval and has been published on the Governance Zone, the university will inform current students of the updated documentation.

5.1 By agreeing to these terms and conditions, you are also agreeing to comply with King's student regulations, policies and procedures. These contain some important provisions, including those outlined below. Section 6 below explains how King's may update its regulations, policies and procedures during your studies.

5.2 There are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of King's academic community. A summary of how these principles apply is available here: <https://www.kcl.ac.uk/policyhub/academic-misconduct-policy>

5.3 King's regulations can be found here:

<https://www.kcl.ac.uk/policyhub/academicregulations>

5.4 These regulations *set out*:

5.4.1 The awards that King's makes (different types of degree and other awards).

5.4.2 The requirements for approved programmes of study, including the circumstances and conditions under which King's may allow a period of study to be interrupted where a student is ill or has another adequate reason.

5.4.3 The authority to confer degrees and other awards and to revoke such awards.

5.4.4 The general entrance requirements, which specify conditions for admission to King's. As well as academic requirements, these include matters such as:

- (i) the requirement to provide satisfactory criminal records checks where appropriate (for example, teaching or medical students whose programme includes a workplace placement);
- (ii) the requirement to ensure that an appropriate visa is in place and that you have complied with the requirements of the UK immigration authorities;

- (iii) proficiency in English (including a requirement to provide certificated proof of competence in English).

5.4.5 Arrangements for credit transfers and recognition of previous study.

5.4.6 Requirements that students must comply with to enrol annually during each year of their programme (or to enrol for each module where you are studying on a modular programme).

5.4.7 The power to terminate a student's registration, or possible disciplinary action if as an applicant they provided untrue or inaccurate information on admission.

5.4.8 The power to terminate a student's registration, for example:

- (i) for lack of academic progress; or
- (ii) for failure to meet the requirements of the programme, including failure at examinations; or
- (iii) for inappropriate behaviour in an "external environment" (for example in a placement); or
- (iv) as a result of a "fitness for registration and practise hearing" (see paragraph 5.4.18 below for an explanation) <https://www.kcl.ac.uk/policyhub/fitness-to-practise-policy> or
- (v) as a misconduct penalty (see paragraph 5.4.15 below)

The above list is not exhaustive but is intended to indicate the most likely circumstances which may lead to termination of your registration.

5.4.9 The credit levels and minimum/maximum periods of study, assessment, examination and the requirements for academic progress, procedures for granting authorised absence from examinations and for granting extensions to assessment submission deadlines. A failure to observe these regulations and policies may result in disciplinary action under the misconduct regulations and policies (see paragraph 5.4.15 below).

- 5.4.10 The timescales for submission and examination of any thesis, requirements for registration and awards.
- 5.4.11 The limited grounds on which decisions of assessment boards or examiners may be challenged.
- 5.4.12 Attendance, absence reporting and requirements about keeping in contact with King's.
- 5.4.13 Requirements for paying tuition fees, dates for payment of fees and what happens if fees are not paid, **which may for example result in a student not graduating, not being allowed to reenrol, being suspended or having their registration terminated.**
- 5.4.14 Powers to suspend or interrupt students, or for students to have their registration terminated, for example for a breach of King's misconduct or health and safety regulations.
- 5.4.15 Provisions for investigating allegations of misconduct by students, and **which may for example result in a student being expelled, awarded a zero mark, required to pay compensation for damage, required to undertake community service, or fined.**
- 5.4.16 Requirements on students following any programme, or part of programme, which requires a Disclosure and Barring Service check as a condition of enrolment to also provide written notification of any subsequent criminal convictions during their time as a student (and see also Sections 12-14 below).
- 5.4.17 **Regulations and policies which permit a student's registration to be suspended or terminated where the grounds specified in the regulations and policies are met.** The grounds include poor attendance, inability to fulfil the programme requirements, lack of ability, persistent failure to respond to King's communications/instructions, or any other good academic cause. These regulations and policies also contain provision for the removal of a student from an external environment (for example, a work placement, or another higher

education establishment) where a student fails to comply with the regulations and policies applicable to that external environment.

5.4.18 Regulations and policies concerning fitness for registration and practise, which explain the particular rules applicable to students following a programme of study which leads to a professional qualification registrable with a statutory regulatory body (for example, certain medical and teaching qualifications). The regulations and policies explain which programmes they apply to, and the requirement on King's to be satisfied that such students are fit to practise in the relevant profession. **The regulations and policies explain how concerns about fitness to practise are investigated, and that a student's registration may, for example, be suspended or terminated if the regulations or policies are breached.**

5.4.19 The Student Complaints Procedure, which explains the procedures which students should use if they have a complaint, including applicable time limits for lodging complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints).

5.4.20 Regulations and policies relating to King's Academic Board, which has responsibility for awarding degrees and other qualifications, and is also responsible for regulating student academic misconduct (for example, plagiarism by students) and student discipline.

5.4.21 Regulations and policies which apply to anyone using King's library or IT services or facilities. **Breach of these regulations or policies may be a disciplinary matter** under King's misconduct regulations (see paragraph 5.4.15). These regulations and policies also explain what monitoring of IT and library facilities is undertaken, and in what limited circumstances the content of messages might have to be disclosed, in accordance with relevant legal frameworks.

5.5 King's policies include its Email Usage Policy, **breaches of which may be a disciplinary matter under the misconduct regulations and policies** (see paragraph 5.4.15).

5.6 The key King's policies can be found here:

<https://www.kcl.ac.uk/policyhub>

6 Updates and changes to King's regulations, policies and procedures

6.1 During your agreement with King's, we may update and replace our regulations, 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. Changes to King's regulations, policies and procedures will be appropriately notified to students. Such changes will not affect the content of your programme (see Section 11 for provisions concerning changes to programmes) but might consist of matters such as updates to King's disciplinary regulations and policies or changes to procedures owing to changes to regulatory requirements.

6.2 Any changes will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where King's reasonably considers this to be in the interests of students or where this is required by law, by a regulatory body, or other exceptional circumstances. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.

6.3 Before making substantial changes in respect of current students, King's will seek students' views (for example by consulting with King's College London Students' Union) and will give students not less than 2 months' notice of such proposed substantial changes. In the case of such substantial changes, except where the change is clearly to students' benefit, students will have the opportunity of ending their contract with King's before the change comes into effect. You may do this by contacting Registry Services (registry_services@kcl.ac.uk) in which case your studies with King's will terminate. You will remain liable for any fees incurred up to the date you notify us of your decision. You should consider your options carefully before deciding to end your contract. You may for example want to investigate whether you might be able to transfer any credits you have accumulated to other programmes or institutions, as well as matters such as your accommodation costs.

6.4 The updated regulations, 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.

7 **Enrolment**

7.1 It is a requirement whenever you enrol for your programme (see paragraph 5.4.6 above) that you comply with King's enrolment procedures, which are explained on our website. These include requirements to supply specified identity documents, and also to confirm your agreement to King's "**declaration of enrolment**" which reminds students of some of the important regulations and policies which are referred to in these terms and conditions.

8 **Tuition fees and deposits**

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

8.1.1 If your tuition fees are not paid when they are due, this can result in you being suspended, not being allowed to enrol, not being allowed to graduate, or having your registration terminated. The full provisions explaining this are set out in the regulations and policies (see paragraph 5.4 above).

8.1.2 Please also note that the regulations and policies also provide that **interest may be charged** on unpaid fees, and that **debt collection fees may be recovered** from you, and also that an **administration fee of £25** may be charged in respect of dishonoured cheques. *8.2 Amount of tuition fees*

8.2.1 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "EU" or "Overseas". Your fee status is assessed as at the first day of each academic year of your programme. Information about fees and funding is available on our website here:

<https://www.kcl.ac.uk/student-fees>

8.2.2 The amount and payment date(s) for your tuition fees are set out in your offer letter. It is your obligation to make arrangements at the beginning of your programme for the payment of your tuition fees.

8.3 *Deposits*

8.3.1 Details of the amount of any deposit you are required to pay and the date for payment of your deposit are also set out in your offer letter.

8.3.2 The deposit paid will be credited against the first instalment of fees that you are due to pay.

8.3.3 Deposits are non-refundable except where:

- (i) you cancel your acceptance of a place within the stated cancellation period (see paragraph 17); or
- (ii) King's is unable to confirm your place on the programme because you do not meet the conditions of your offer of a place; or
- (iii) you are unable to obtain a student visa necessary to study on the programme and King's is satisfied that the failure to obtain the visa was not your fault.

8.4 *Sponsored students*

8.4.1 In the case of sponsored students studying at King's on Study Abroad programmes (<https://www.kcl.ac.uk/study-legacy/abroad>) and also those whose fees are being paid by their "home" university, you are not required to provide a valid sponsor letter. If you are in any doubt as to whether you fall into either of these categories, please contact the King's Admissions Office via "King's Apply" (apply.kcl.ac.uk/).

8.4.2 Otherwise, 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.

8.4.3 The invoice for your programme 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 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 letter.

8.5 *Funding via Student Finance England*

8.5.1 Where King's is informed directly by Student Finance England (and/or another relevant body) of approved funding, the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to you and payable under the terms detailed in your offer letter. Further information can be found here:

[Fee payment terms and conditions](#)

8.6 *Self-funded students*

8.6.1 Students will be invoiced as set out here:

[Fee payment terms and conditions](#). It is important to note that the invoicing arrangements are different for Home and EU self-funding undergraduate students as compared to those for Overseas undergraduate and all postgraduate students.

9 Tuition fee increases and your right to end your contract if your fees increase

9.1 For new students, the level of the fees in the first year of your study at King's will be set out on our website and in your offer letter. Many programmes last several years, and it is very likely that tuition fees will increase annually, reflecting the changes in costs of delivering your programme 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.

9.2 Fee increases for certain Home and EU fee status students (undergraduate and PGCE students) are subject to regulatory control by the UK Government. Such increases are therefore subject to restrictions imposed by legislation or regulatory requirements. This may mean that higher tuition fee increases apply to Overseas fees status students than to Home and EU fee status students. 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.

9.3 **In any event, unless the increase is required to comply with legislation or regulatory requirements, a fee increase for current students shall not exceed a 5% (five percent) increase on the previous academic year's tuition fee for the programme in question.**

9.4 Where fee increases are applied, King's will give affected students not less than **three** months' notice before the start of the academic year to which the fee increase is intended to apply.

9.5 If King's notifies you that your fees will be increasing, you may end your contract with us provided that you let Registry Services know by email registry_services@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 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. 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 studies with them, and to check what fee increases they might be contemplating. You may also want to consider other matters such as accommodation and travel costs.

9.6 If **your studies are interrupted or suspended for any reason**, the fees when you commence or resume your studies may have increased, on the basis set out above.

10 Other costs

10.1 You are responsible for your own living expenses, travel and accommodation costs. If the programme you are studying requires other costs to be incurred as part of the programme (for example if there is a compulsory field trip), then this will have been notified to you in the CMA Material Information Sheet provided to you with your offer letter.

11 **Changes to programmes or closure of programmes**

11.1 King's will only make changes to programmes, or close programmes after the acceptance of an offer, in the limited circumstances set out below. Examples of "changes" include changes to the content or structure of a programme, 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:

11.1.1 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.

11.1.2 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.

11.1.3 Where a teaching location becomes unavailable for reasons outside King's control, for example because of flooding.

11.1.4 Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be 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.

11.1.5 Where King's decides for academic or operational reasons to revise the optional modules that are available on your programme.

11.2 Where changes or programme closures are proposed or have to be made for the reasons outlined at paragraph 11.1 above, King's will take all reasonable steps to minimise disruption to students.

11.3 In the case of minor changes (for example, changing a module from compulsory to optional), we will endeavour to keep such changes to a minimum and to keep you informed appropriately.

11.4 In the case of substantial changes (for example, closing a programme during a student's studies), this will include consulting 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".

11.5 It would be exceptional for a programme at King's to be closed. If it is ever necessary to close a programme to new entrants, King's preferred approach would be to continue to teach the current students on that programme until they have completed their studies. If exceptionally this is not possible, as part of the approach at paragraph 11.2 above, King's will explore other options with the affected students, for example by considering whether:

11.5.1 current students' programmes can be completed at another institution; or

11.5.2 current students can be offered places on alternative programmes at King's.

11.6 In the case of substantial changes where, in our reasonable academic and professional judgement, we are able to deliver an appropriately modified version of the programme or offer a suitable alternative programme, but you do not wish to take up such modified or alternative programme, you will be given the option to end your contract by giving Registry Services at least two weeks' notice by email registry_services@kcl.ac.uk or in writing if you are adversely affected by the change. 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 when your notice to us expires. 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 studies with them. You may also want to consider other matters such as accommodation and travel costs.

- 11.7 In the case of substantial changes where we are not able to teach out a programme and, in our reasonable academic and professional judgement, there is no suitable alternative programme available, you will be given the option to end your contract by giving Registry Services at least two weeks' notice by email (registry.services@kcl.ac.uk) or in writing. The effect of ending your contract is that you will not incur fees for the next or subsequent academic terms, you will be refunded fees already paid to us and your studies with King's will terminate. We may also reimburse your reasonable maintenance and accommodation costs, where these have been wasted costs as a result of the inability to teach out the programme and/or offer a reasonable alternative programme.
- 11.8 In the case of applicants who have accepted offers but not commenced their studies when, exceptionally, a decision is taken to close the programme and not admit new students, King's will again explore other options for those applicants, including whether places can be offered on alternative programmes at King's.
- 11.9 King's may also decide to close a programme before an applicant has accepted an offer from King's, in which case it will withdraw the offer promptly. Again, such a decision would only be made exceptionally, but King's might decide to do this for example where there has been insufficient interest in the programme, which will adversely impact the student experience, or where a key member of staff leaves and King's considers it unlikely to be able to replace that individual in time.

12 Safeguarding

- 12.1 King's is very mindful of its duties under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("SVGA") and Care Act 2014. These duties may apply (for example) in the case of:
- 12.1.1 Students who are aged under 18; or
 - 12.1.2 Students who are "adults at risk"; or
 - 12.1.3 Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the programme of their studies.

12.2 King's expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).

12.3 The SVGA may require King's to:

12.3.1 Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and

12.3.2 Supply certain information about individuals to the Disclosure and Barring Service, for example, where King's considers someone to pose a risk of harm to children or vulnerable adults.

King's [Safeguarding Policy](#) explains in more detail how such matters should be approached, available on King's Governance Zone on our website.

13 Criminal offences whilst you are enrolled at King's

13.1 Students must disclose to King's if they are convicted of "relevant criminal offences" at any time whilst they remain a student at King's. Details of what amounts to a "relevant criminal offence" differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Further details of King's policy on such disclosure is set out on King's [Governance Zone](#) on our website (and see also paragraph 5.4.16 above).

14 Offers and programmes which are conditional on criminal records/Disclosure and Barring Service, ATAS or Occupational Health checks

14.1 **King's may withdraw an offer, refuse to admit you or may withdraw you from your programme** 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:

14.1.1 Satisfactory criminal record/Disclosure and Barring Service checks;

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

14.1.3 Satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).

14.2 If you believe a decision by King's in respect of such matters is incorrect, you may invoke the relevant complaints procedure. Applicants can make a complaint through the following procedure:

<https://www.kcl.ac.uk/campuslife/acservices/conduct/admissions-appeals>.

Students can make a complaint through the following procedure:

www.kcl.ac.uk/aboutkings/orgstructure/ps/acservices/conduct/complaints.aspx

15 Visas

15.1 If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your programme. You must comply with any conditions that apply to your visa, including attendance, and our requirements for monitoring attendance. If you fail to comply with any conditions, King's may be obliged to report this to the UK immigration authorities in order to comply with King's own duties under immigration law. If you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission then King's may refuse to admit, enrol, or re-enrol you, or may suspend or terminate your studies. If you believe such a decision is incorrect, you may invoke the relevant complaints procedure (see paragraph 14.2).

16 Ownership of Intellectual Property

16.1 The ownership of intellectual property rights is subject to King's Code of Practice for Intellectual Property, Commercial Exploitation and Financial Benefits, available here: <https://www.kcl.ac.uk/policyhub/intellectual-property-commercial-exploitation-financial-benefit>

17 **Cancellation rights and withdrawal**

- 17.1 You have the right to cancel your acceptance of a place at King's for any reason (including if you change your mind) during a **fourteen day** cancellation period (the "Cancellation Period"), which will start on the day you accept an offer from King's.
- 17.2 To cancel your acceptance, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. We ask that you do this by sending a message through "King's Apply" (<https://apply.kcl.ac.uk/>). Alternatively, you may contact the King's Admissions Office by letter or email. You may use the "Cancellation Form" (available on our website) to notify us of your decision to cancel by letter or email, but you do not have to use the model form.
www.kcl.ac.uk/study/assets/Word/admissions/v.2-Cancellation-form.docx
- 17.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- 17.4 If you cancel your acceptance within the **fourteen day** Cancellation Period, we will reimburse any tuition fee payment including any deposit received from you as soon as we can, and no later than **fourteen days** after the day on which you informed us of your decision to cancel your acceptance. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 17.5 If your programme is due to begin within fourteen days from the date you accept the offer of a place at King's (for example, if you have applied through adjustment or clearing) then, by accepting the offer of a place, you are expressly agreeing that the service should begin within the Cancellation Period. If you subsequently decide to withdraw from your programme within the Cancellation Period you may be liable to pay a proportion of your tuition fees, as set out in paragraph 17.7 below.
- 17.6 If you withdraw from your programme 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, as set out in paragraph 17.7 below.

17.7 Where you withdraw from your programme and you are funded via Student Finance England (or other relevant body), the fees that you have incurred for an academic year which has not ended will be calculated in accordance with Student Finance England guidelines. In all other cases the fees that you have incurred will be calculated on the basis the process described here: [Withdrawal and Interruptions - King's College London \(kcl.ac.uk\)](https://www.kcl.ac.uk/undergraduate/finance/withdrawal-interruptions)

18 **Limitation of our liability to you**

18.1 Nothing in these terms and conditions will limit or exclude King's liability:

- 18.1.1 for death or personal injury arising from our own negligence; or
- 18.1.2 for fraud or fraudulent misrepresentation; or
- 18.1.3 in respect of your rights to require repeat performance, or to a price reduction under the Consumer Rights Act 2015; or
- 18.1.4 in respect of any other liabilities which may not be lawfully excluded or restricted.

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

- 18.2.1 damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- 18.2.2 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 have arisen had the procedural requirement been met; and
- 18.2.3 indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

18.3 Otherwise, our liability to you with respect to the provision of your programme, the cancellation, postponement, or amendment of the programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, **is limited to the total amount of tuition fees and any additional costs paid by you in respect of the programme.**

18.4 This means the limitation on our liability may apply if you make a claim for matters such as alleging that we:

- 18.4.1 have not exercised reasonable care and skill (or have been negligent), for example in making admission decisions, or in delivering,

- assessing or supervising your programme;
- 18.4.2 have otherwise breached these terms and conditions; or
- 18.4.3 have not delivered something that we promised we would deliver; or
- 18.4.4 have made other kinds of misrepresentations about King's or your programme.

The above list is not exhaustive, but is intended to indicate the most likely areas where the limitation of our liability may apply.

- 18.5 The limitation of our liability applies to the cumulative total of all claims that you make, whether or not they arise from the same or related facts. Therefore, if you successfully make a claim for 75% of the fees you have paid, and you later bring another claim in respect of different matters, the limitation of our liability for the second claim would be 25% of the fees you have paid.
- 18.6 For the purposes of paragraphs 18.1-18.6 "King's" also includes King's officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents.

19 Liability for acts outside our control

- 19.1 King's will do all that it reasonably can to provide educational services as described on our website and in the prospectus or other documents issued by King's to you. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, however, some events outside our control may mean that we are not able to provide such educational services.
- 19.2 We shall not be liable to you for any failure in the delivery of the programme arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. We would normally expect such events to be short term, and we will take steps to minimise any disruption to your programme.
- 19.3 In the event that such an event results in the complete inability to deliver your programme for an unbroken period of **four weeks** or more then you will be entitled to terminate your programme with immediate effect by contacting Registry Services by email (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.

19.4 If you decide to terminate your programme in such circumstances, you will remain liable for fees incurred up until the date when you inform us of your decision, but 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 17.4.

20 Personal data, students' rights and obligations

20.1 King's 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:

[Student Data Collection Notice - King's College London \(kcl.ac.uk\)](https://www.kcl.ac.uk/policyhub/data-protection-policy-2)

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

20.2 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared). They should refer to relevant King's policies (for example the Data Protection Policy, the Research Data Management Policy) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

King's Data Protection Policy is available here:

<https://www.kcl.ac.uk/policyhub/data-protection-policy-2>

King's Research Data Management Policy is available here:

<https://www.kcl.ac.uk/policyhub/research-data-management-policy>

21 Governing law and jurisdiction

21.1 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.

22 **General**

- 22.1 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 e-mail 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.
- 22.2 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.
- 22.3 Other than as set out in paragraph 18.6, neither party intends that any of these terms and conditions will be enforceable by any third party.