



King's Language Centre

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

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

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1. Definitions

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

2. Contract with King’s

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

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

3. Course confirmation

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

4. Fees and payment

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

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

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

5. Client status

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

6. Changes to courses

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

7. Lesson cancellations and rescheduling

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

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

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

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

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

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

8. Refunds & withdrawals

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

9. Client conduct

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

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

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

10. Complaints

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

11. Data protection

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

12. Limitation of our liability to you and others

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

13. Online Teaching

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

14. Law and jurisdiction

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

15. Assignment

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

16. No Waiver

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

17. Entire Agreement

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

Last updated: May 2022

Appendix I: Corporate & Tailor-made course agreement form

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

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

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

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

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

Signed: _____

Name: _____

Date: _____

King's Language Centre

170 Strand
London WC2R 2LS
E| language.tuition@kcl.ac.uk
T| 020 7848 1006



Appendix II: Language course sponsorship form

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

Student Details	
Student name(s):	

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

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

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

Appendix III: Mitigating circumstances

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

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

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

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

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

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

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

Appendix IV: Tailor-Made & Corporate Tuition Complaints Procedure

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

Stage 1 – Informal resolution

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

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

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

Stage 2 – Formal resolution

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

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

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