GENERAL TERMS AND CONDITIONS FOR STUDENTS (CUSTOM AND CLOSED PROGRAMMES)

For study beginning 2027/28

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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 direct queries to Student Services Online using the 'My services' tab 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 custom programmes, including 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 7.1
"**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 as provided to you by King's or the Sponsoring Organisation (on King's behalf) 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) and the Data (Use and Access) Act 2025 as amended
"**Force Majeure Event**"	has the meaning set out in Section 10.5.2
"**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, Procedures and Codes**"	means our rules, policies, procedures, codes 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
"**Sponsoring Organisation**"	means the organisation that has nominated You to enrol on the Course and/or is making full payment of the tuition fees for the Course on Your behalf
"**UKVI**"	means UK Visas and Immigration
"**Visa**"	means any grant of entry clearance, any grant of permission to enter the UK, any grant of leave to enter the UK, any grant of permission to stay in the UK (including indefinite permission to stay), or any grant of leave to remain in the UK (including indefinite leave to remain)
"**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, Procedures and Codes,

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 (with your prior authorisation) accept an Offer on your behalf. An example of such circumstance is if You have experienced technical or IT issues when attempting to accept the Offer.

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

4. APPLICATION AND ADMISSION

4.1 Application

4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Sections 4.1 and 4.2, to secure your place on your Course.

4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to You, we reserve the right to withdraw your Offer.

4.1.3 King's may withdraw your application or, withdraw or amend your Offer for any reason at any time before You accept your Offer. Examples of why King's may withdraw your application or Offer are (without limitation):-

(a) You fail to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check;

(b) You fail to provide evidence that You have been awarded the Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

(c) You fail to pass an occupational health check (subject to King's obligations under the Equality Act 2010 in respect of students with disabilities);

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

(e) You provide information in your application that is later found to be false, fraudulent (including fraudulent payment), or misleading information or material omissions; and/or

(f) King's offers You an alternative course to the Course specified in your Offer.

4.1.4 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. Please see the Complaints section in the Admissions Policy to see 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 permission to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original

evidence of your permission 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 permission to study in the UK at the point of registration. The acceptable evidence of your valid immigration status is typically an electronic status check using the UK government's 'View and Prove' online service, which requires You to provide a valid Share Code. In some cases, alternative evidence may be required, such as a visa endorsement in a passport, an immigration officer's stamp obtained at the UK border, or other official documentation issued by the UK Home Office. If your immigration permission is a Visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). 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 permission to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year or intake (if applicable). If You hold limited permission to remain or stay 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 stay or, where relevant, Indefinite Leave to Remain or Settlement. 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 4.1.3 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 as a Student, 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 who are applying to study for a qualification in certain sensitive subjects must obtain an Academic Technology Approval Scheme (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 Many categories of Visa are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student Visa route is not permitted. As a licensed sponsor, King's has a duty to notify UKVI if we become aware of any instances of our sponsored students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to the cancellation 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 4.1.3 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 sponsored Student takes a Leave of Absence, King's may be required to report the Leave of Absence to UKVI, which may lead to the cancellation of their Visa. A sponsored Student's Leave of Absence must not result in the Student being unable to complete their Course within their existing Visa duration when they resume their studies. In most cases, a Leave of Absence that exceeds 60 calendar days (excluding recognised vacation periods) will require reporting and could lead to Visa cancellation. Sponsored Students in this case will be required to obtain a new Visa or other immigration status, 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 the Graduate route. King's shall not be responsible for any changes to the UK Immigration Rules 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 a positive student experience by creating an inclusive environment for learning. King's complies with its anticipatory duty under the Equality Act 2010 by considering the needs of students at all stages of the student life cycle. It aims to reduce the need for individual adjustments by creating an inclusive environment for students to learn and succeed.

4.3.2 King's endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on application. If You provide details of a disability support need in your application form, and King's makes You an Offer, King's will contact You and You will be encouraged to register with Disability Support and Inclusion. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Disability Support and Inclusion Service at the earliest opportunity so that they are aware of the support available.

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 Admissions Policy 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 Non-Academic Misconduct Policy.

5. STUDENT OBLIGATIONS AND COURSE DELIVERY

5.1 Your obligations

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

5.1.2 You agree to:-

(a) comply with these Terms and Conditions;

(b) comply with the Academic Regulations and Policies, Procedures and Codes;

(c) maintain and evidence an immigration status that entitles You to undertake your Course;

(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; and

(e) keep your login details and password confidential and not share them with others

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.

5.1.4 Unless King's informs 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.

5.2 Enrolment

5.2.1 To begin study on your Course, You must have supplied specific identity documents as set out in the terms of your Offer.

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) in-person through face to face teaching;

(b) online using distance learning methods; or

(c) using a blended approach of in-person face to face teaching and online delivery.

5.3.2 Please note that your Course may be delivered by King's or a third party approved by King's. Further details of the delivery of your Course will be provided in your Offer.

5.3.3 The method of delivery for your Course will be stated in the Course Information. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 10 for further details.

6. ONLINE COURSES

6.1 Online virtual learning environment

6.1.1 We may provide You with login details for a virtual learning environment or other online platforms (for example KEATS). You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of the virtual learning environment at all times.

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

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

6.2 Teaching and assessment information

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

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

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

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

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

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

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

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

6.3 Technology and system requirements

6.3.1 If all or part of your Course is delivered via KEATS, You may be required to provide and have access to the following IT equipment and facilities in order to access KEATS and to participate on the Course:-

(a) a personal computer or tablet;

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

(c) a microphone and webcam.

6.3.2 If all or part of your Course is delivered via KEATS, it can be accessed using the latest versions of Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge. Full functionality cannot be guaranteed in older or less commonly used browsers.

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

(a) **Hardware**

(i) Headphones, soundcard and speakers, microphone and webcam.

(ii) Minimum Intel Core i5 (Minimum Dual Core 2 GHz) or AMD A10 or equivalent, 4GB of RAM (recommended 8 GB for better overall experience), with a screen resolution of at least 1280x800px.

(iii) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment.

(b) **Operating System**

(i) Windows: Windows 10 or later. Mac: OS X 10.13 or later.

(ii) Linux: 64-bit Linux distribution of Ubuntu 16.04+LTS, Fedora 30+ Workstation, RHEL 8+ Workstation or CentOS 8+.

(iii) Android: OS 10, 11 or 12.

(iv) iOS: iOS13 or iOS14.

(c) **Internet Connection**

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

(d) **Browser**

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

(e) **Other Software Requirements**

(i) 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 will need to be downloaded and installed, which will require some administrator privileges.

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

6.3.4 The costs of IT equipment and internet access are not included in the tuition fees and are your sole responsibility. Please speak to your Sponsoring Organisation if You believe any of the information outlined above in this Section 6 will be problematic for You and may impact your ability to effectively participate in the Course.

7. TUITION FEES

7.1 Tuition fees and any applicable Sales Tax are paid in full by your Sponsoring Organisation. The invoice for your tuition fees and any applicable Sales Tax will be sent directly to the Sponsoring Organisation.

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

7.3 You may need to provide a valid sponsor letter on or before enrolment.

8. KING'S CANCELLATION RIGHTS

8.1 Subject to us complying with the Academic Regulations and Policies, Procedures and Codes 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 the Sponsoring Organisation fails to pay the tuition fees (and any applicable Sales Tax) for your Course in accordance with the terms agreed between King's and the Sponsoring Organisation;

8.1.3 a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);

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

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

8.1.6 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

8.1.7 You do not meet your obligations as a sponsored Student or You no longer have immigration permission to study in the United Kingdom.

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

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

8.4 For the avoidance of doubt, where King's terminates the Contract pursuant to Section 8.1.2, You shall not be liable for the payment of any outstanding tuition fees or applicable Sales Tax in respect of your Course.

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 If You would like to cancel the Contract during the Cancellation Period or after the Cancellation Period, we recommend You first notify your Sponsoring Organisation and then clearly inform us in writing of your decision to cancel. You can do this by:-

9.2.1 sending a message through King's Apply; or

9.2.2 contacting the King's Admissions Office by email or using the Admissions Cancellation Form but You do not have to use the model form.

10. KING'S OBLIGATIONS TO STUDENTS

10.1 Changes to Academic Regulations, Policies, Procedures and Codes

10.1.1 During your Course, we may update and replace our Academic Regulations, and Policies, Procedures and Codes 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, Procedures and Codes will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 10.2 for provisions concerning changes to Courses).

10.1.2 Any changes made under this Section 10.1 will normally come into effect at the start of the next academic year or intake (if applicable). King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.

10.1.3 The updated Academic Regulations, and Policies, Procedures and Codes 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.

10.2 Changes to Courses

10.2.1 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. Examples of 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 a Force Majeure Event, campus redevelopment or restructuring of King's means that teaching locations change to a different site;

(c) 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;

(d) 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;

(e) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or

(f) 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.

10.2.2 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.

10.2.3 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.

10.3 **Closure of Courses**

10.3.1 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. Examples of 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 Force Majeure Event, campus redevelopment or restructuring of King's means that a teaching location becomes unavailable; or

(c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable and/or would lead to an unacceptable student experience.

10.3.2 Any Course closure would be considered in accordance with our Programme Closure and Suspension Policy and Student Protection Plan.

10.4 **Consequences of changes to Courses or closure of Courses**

Changes to Courses before enrolment

10.4.1 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 substantial changes to your Course (as against the commitments made in your Offer and/or Course Information and as reasonably determined by us) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You no longer wish to continue on the amended Course, You may either:-

(a) terminate the Contract and/or withdraw your application for the Course; or

(b) 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

10.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 10.2 and 10.3 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).

10.4.3 In the case of minor changes as reasonably 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.

10.4.4 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will (where possible and appropriate) 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".

10.4.5 If we make substantial changes to your Course (as against the commitments made in your Offer and/or Course Information and as reasonably determined by us) after You have enrolled and You are unhappy with the changes such that You no longer wish to continue to study on your Course, You may end your Contract with immediate effect via Student Services Online using the 'My services' tab.

10.4.6 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.

10.5 **Liability for acts outside our control**

10.5.1 King's will do all that it reasonably can to provide your Course as described 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 reasonable control may mean that we are not able to provide your Course.

10.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our reasonable control, provided we fully comply with our obligations under this Section 10.5. Such events may include: 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 (excluding Covid-19) or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

10.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.

10.5.4 If a Force Majeure 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:

(a) defer your Course, if You have not yet enrolled on to your Course;

(b) interrupt your studies (in accordance with the Interruption of Study Policy), if You are currently enrolled on your Course; or

(c) terminate your Contract with immediate effect via Student Services Online using the 'My services' tab.

10.5.5 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 at King's or an alternative higher education institution and You may wish to contact the Student Advice Service to discuss this. Further information is available here.

10.6 **Compensation**

10.6.1 Where You terminate your Contract pursuant to this Section 10, You may be entitled to compensation pursuant to our Student Protection Plan.

10.7 **Limitation of our liability to You**

10.7.1 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.

10.7.2 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 or flood unless caused by our negligence;

(d) 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 a Force Majeure Event, provided we fully comply with our obligations under Section 10.5; and

(e) any losses which were not foreseeable to You and us when this Contract was formed and losses are foreseeable if they are an obvious consequence of King's breach of this Contract. King's does not accept liability for loss of opportunity or loss of profit.

11. INTERRUPTIONS OF STUDY

11.1 All periods of study must be continuous unless an interruption has been approved and You must adhere to the requirements of minimum and maximum periods of study

11.2 The minimum and maximum periods of study will be set out in the contractual arrangement with between King's and the Sponsoring Organisation providing sponsorship for your Course.

11.3 Interruption requests will be considered at King's discretion and in accordance with the terms of the contract between King's and the Sponsoring Organisation.

12. COMPLAINTS

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

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

12.3 You may also be eligible to apply for compensation. Please view our Student Protection Plan for further details on how to apply for compensation if You are no longer able to continue your studies at King's.

12.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

13. SAFEGUARDING

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

14. INTELLECTUAL PROPERTY

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

15. DATA PROTECTION

15.1 We will process Personal Data in accordance with the Data Protection Legislation. Our Applicant Data Collection Notice and 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, 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).

16. GENERAL

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

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

16.3 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 exclusive jurisdiction to deal with any dispute arising out of or in connection with them.