
**TERMS AND CONDITIONS FOR KING'S
DIGITAL STUDENTS
PROGRAMMES INVOICED BY MODULE**

For study beginning 2024/25

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1. INTRODUCTION

- 1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact [King's Student Administrative Services](#) for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to King's Online programmes.

2. DEFINITIONS

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

"Academic Regulations"	means King's Academic Regulations
"Additional Costs"	has the meaning set out in Section 9.2
"Cancellation Period"	has the meaning set out in Section 11.1
"Contract"	has the meaning set out in Section 3.1
"Course"	means the online course of study described in your Offer
"Course Information"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)
"Data Protection Legislation"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended
"Force Majeure Event"	has the meaning set out in Section 12.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016

"Intellectual Property Rights"	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Normal Class Hours"	has the meaning set out in Section 7.3
"Offer"	means our written offer to You of a place on the Course, sent to You directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"Sensitive Personal Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
"You" and "your"	refers to you the student or applicant

3. THE CONTRACT

3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:-

- 3.1.1 your Offer;
- 3.1.2 the Course Information;
- 3.1.3 the Academic Regulations; and
- 3.1.4 our Policies and Procedures.

form the contract between You and King's in relation to your Course (the "**Contract**").

3.2 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may accept an Offer on your behalf. The limited circumstances are listed below:

- 3.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);
 - 3.2.2 You are a sponsored student and a third party is paying your full tuition fees;
 - 3.2.3 You have a pre-agreed deposit waiver, for example You are a current recipient of the King's Living Bursary meaning You are not required to pay a deposit; or
 - 3.2.4 You have experienced technical or IT issues when attempting to accept the Offer.
- 3.3 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.
- 3.4 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

4. APPLICATION AND ADMISSION

4.1 Application

- 4.1.1 You must meet the terms of your Offer and satisfy all necessary legal and other requirements, as set out in Section 4.1, to secure your place on your Course.
- 4.1.2 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.3 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, which may include:-
 - (a) payment of your deposit by the date set out in your Offer;
 - (b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks; or
 - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.1.4 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.
- 4.1.5 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.2, 4.1.3 or 9.9.12, King's reserves the right not to refund your application fee (if applicable).
- 4.1.6 The broad applicability of the Course means that graduates move into a wide variety of different job roles and further study opportunities, some of which are governed by specific regional regulatory requirements. Before applying for a Course, we recommend that You seek advice from any relevant accrediting bodies in your intended country of domicile to ensure that your Course is qualified to meet your intended career or further study outcomes.

4.2 Disabled applicants and students

- 4.2.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs when issues are identified. Disabled applicants and students, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments are implemented in a timely manner.
- 4.2.2 We recommend that You access the information [here](#) about support at King's and contact King's Disability Support and Inclusion Team for further support, including linking with relevant contacts at King's as appropriate.

4.3 Criminal offences

- 4.3.1 If You are convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the [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 and Procedures.
- 5.1.2 You agree to:-
- (a) comply with these Terms and Conditions;
 - (b) comply with the Academic Regulations and Policies and Procedures; and
 - (c) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at online live classes, and any such other teaching forums provided by us.
- 5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address. If You are based outside of the UK, your registered address will be used to calculate any liability for Goods and Sales Tax.

5.2 Enrolment

- 5.2.1 To begin study on your Course, You must:-
- (a) enrol at King's within 2 days of the start date of your Course. If You do not enrol within 2 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
 - (b) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer); and

- (c) have confirmed your agreement to King's by completing the "**declaration of enrolment**" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions.

5.2.2 Students who are not enrolled at King's cannot attend online classes or participate in assessments for any modules.

5.3 Course Delivery

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

6. ONLINE VIRTUAL LEARNING ENVIRONMENT

6.1 We will provide You with login details for KEATS when You enrol. You must keep your login details and password confidential and not share them with others. You must comply with our terms of use in respect of KEATS at all times.

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

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

7. TEACHING AND ASSESSMENT INFORMATION

7.1 You will learn via a variety of formats, including the following:-

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

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

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

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

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

7.3 If your Course includes webinars, these will normally be held Monday to Friday between the hours of 08:00am and 6:00pm GMT ("**Normal Class Hours**"). However, there may be instances where webinars could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the webinars.

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

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

7.6 You may be assessed via a variety of formats, depending on your Course's subject matter. These could include (but are not limited to) written coursework, individual or group presentations, timed examinations, and active participation in course discussions or other activities.

7.7 There may be instances where course work deadlines or examinations take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.

8. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

8.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATS and to participate on the Course:-

8.1.1 a personal computer or tablet;

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

8.1.3 a microphone and webcam.

8.2 The Course can be accessed using the latest versions of Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge. Full functionality cannot be guaranteed in older or less commonly used browsers.

8.3 Your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

8.3.1 **Hardware**

- (a) Headphones, soundcard and speakers, microphone and webcam.
- (b) Minimum Intel Core i5 (Minimum Dual Core 2 GHz) or AMD A10 or equivalent, 4GB of RAM (recommended 8 GB for better overall experience), with a screen resolution of at least 1280x800px.
- (c) Please note that most weekly content and activities will be accessible via phone, but a PC/laptop/tablet will be required for assessment

8.3.2 **Operating System**

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

8.3.3 **Internet Connection**

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

8.3.4 **Browser**

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

8.3.5 **Other Software Requirements**

- (a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to You as a King's student. Please note that some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.
- (b) Microsoft Teams - the requirements are set out at: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>

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

9. **TUITION FEES**

9.1 **Amount of tuition fees**

- 9.1.1 The tuition fees are payable on a modular basis, with the first module fee covered by the deposit (see Section 9.3). For subsequent modules, You will normally receive an invoice via email approximately 4 weeks prior to your module start date showing the balance to be paid and instructions on how to make payment.
- 9.1.2 You must ensure King's receives full payment of your tuition fees, in cleared funds, within 12 calendar days of the invoice date. The due date would therefore normally be 14 calendar days prior to the module start date.
- 9.1.3 King's reserves the right to change invoicing and payment dates in exceptional circumstances to accommodate UK public holidays, closure days at King's (for example, over the Christmas period) and essential updates to operational activity, such as IT systems. King's will provide You with written notice in advance of any such changes.
- 9.1.4 At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms set out in your Offer. Your Offer may also include details of any applicable Sales Tax and further information about Sales Tax can be found [here](#). Further information about the payment terms is available [here](#) and in this Section 9.
- 9.1.5 Tuition fees are set, reviewed and published by King's on an annual basis

9.2 **Additional costs**

The Courses are provided online and You will not be expected to attend a King's campus to complete your Course. However, if You wish to do so, You may incur travel costs and library fees and fines, and You may also incur additional fees for graduation or if You decide to purchase your own copies of books, eBooks or articles ("**Additional Costs**").

9.3 **Deposits**

- 9.3.1 The amount of the deposit You must pay and the date for payment are set out in your Offer. You may also be required to pay a non-refundable application fee, further details of which are set out on King's Apply.

- 9.3.2 You must pay your deposit at least 14 calendar days before your first module start date (as detailed in your Offer).
- 9.3.3 Deposits are non-refundable except where You cancel your acceptance of a place within the Cancellation Period (see Section 11).
- 9.3.4 Students are able to appeal a decision not to return a deposit. King's [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

9.4 Academic fails

- 9.4.1 If You fail the assessment for your module and have already paid tuition fees for a future module, You will have your tuition fees for that future module held on your student account until You have successfully passed your resit. If You pay for a future module and are subsequently withdrawn from your Course as an academic fail we will refund the tuition fee for the untaken module in full.

9.5 Postgraduate funding via the Student Loans Company

- 9.5.1 Postgraduate loans are paid directly to the student so You will be considered to be self-funded. You will therefore be expected to pay your module fee by the dates set out in the invoice sent to You 3 weeks prior to your module start date.
- 9.5.2 If You are based in the United Kingdom and are enrolled on the Postgraduate Certificate / Diploma, You will not be eligible for the SFE Postgraduate Master's Loan as per the UK Government guidelines.
- 9.5.3 Students enrolled on a Postgraduate Certificate or Diploma are not eligible for the SFE Postgraduate Master's Loan as all 180 credits of study need to be undertaken whilst registered on a full master's degree. The SFE Postgraduate Master's Loan has been designed to fund full-length master's degrees only.
- 9.5.4 Please also be aware that by enrolling on a Postgraduate Certificate or Diploma, You remain ineligible for the SFE Postgraduate Master's Loan throughout your studies even if You subsequently transfer onto the master's degree.
- 9.5.5 Please be aware that the disbursement dates of Postgraduate Student Loan funding are not aligned to the module due dates so it is your responsibility to ensure that You can meet these payment dates.

9.6 Self-funded students

- 9.6.1 The tuition fees are payable on a modular basis.
- 9.6.2 The fee for your first teaching period will be covered by the deposit and will be reflected on your invoice as a pre-payment. This means You will have nothing further to pay for the first module. However, if there is any outstanding fee balance (for example, any applicable Sales Tax), King's will invoice You separately for this and the balance will be payable within 14 days of the invoice date.
- 9.6.3 For subsequent modules, You will receive an invoice via email 3 weeks prior to your module start date showing the balance to be paid and instructions on how to make payment. Further details on how to make payment are set out in Section 9.9 below.

- 9.6.4 You are required to make full payment of your tuition fees and any applicable Sales Tax within 14 calendar days of the invoice date. The due date would therefore normally be 7 calendar days prior to the module start date.

9.7 Externally Sponsored students

The invoice for your tuition fees as a sponsored student will be sent directly to You. Whilst payments can be accepted from third parties (sponsors), the invoice will always be issued in your name.

9.8 Internally sponsored students by King's College London

If your Course is sponsored by a King's Academic Department, You should provide sponsor details and state the amount of sponsorship at enrolment by submitting a sponsor letter to your online student advisor.

9.9 Making payment

- 9.9.1 It is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.
- 9.9.2 All payments must be made using one of King's advertised payment methods. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.
- 9.9.3 King's advertised payment methods can be found [here](#).
- 9.9.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.
- 9.9.5 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 9.9.6 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 9.9.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 9.9.8 Where the payer of your fees is an individual and not a formal sponsor / external corporate body, then there must be a known evidenced relationship between You and the payer (for example, a parent/guardian or close family member).
- 9.9.9 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 9.9.10 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.

- 9.9.11 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 9.9.12 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.
- 9.9.13 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

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

- 9.10.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, one or more of the following may happen:-
 - (a) You may be prohibited from sitting examinations/submitting coursework;
 - (b) You may be prohibited from using on site library or computing facilities or services;
 - (c) You may be prohibited from attending online classes;
 - (d) You may be prohibited from accessing online Course content and / or discussion forums for the unpaid module;
 - (e) your access to the Course content may be cancelled (subject to Section 9.10.2);
 - (f) You may not be allowed to re-enrol;
 - (g) your results may be withheld; and/or
 - (h) we may not issue your Course certificate.
- 9.10.2 For further information on the process and consequences of late payment, please see [here](#).
- 9.10.3 If your access to the Course content is cancelled due to non-payment You will retain access to any completed and paid modules in KEATS until such time as You withdraw from the Course or otherwise complete your studies.
- 9.10.4 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set in these Terms and Conditions You may be required to study your module at a later date which may result in a delay in You completing your Course.
- 9.10.5 We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies. Further details in relation to non-payment or late payment of tuition fees are set out [here](#).
- 9.10.6 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

9.11 **Tuition fee variations**

- 9.11.1 Details of your tuition fees and any applicable Sales Tax in the first year of your study at King's will be set out in your Offer. Many programmes last several years, and King's reserves the right to increase your tuition fees each year, reflecting the changes in costs of

delivering your Course, improving the educational services we provide to You, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew King's facilities (for example, buildings, IT and library facilities) and inflation. King's therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in Section 9.11.3 below).

- 9.11.2 If You are studying your Course outside of the UK and the provision of your Course by King's is subject to Sales Tax in your country of residence, then we reserve the right to pass on any Sales Tax to You. The rate of Sales Tax will be calculated based on the start date of each module. The rate of Sales Tax is determined by your country of residence at the date your invoice is raised, as set out in your student records. If You change your country of residence during your Course You should update your address on your student records portal. In the event there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 9.11.3 In any event, a tuition fee increase for current students shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) on the previous academic year's tuition fee for the Course in question, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time.
- 9.11.4 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 9.11.1 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.
- 9.11.2 King's will give affected students as much notice as reasonably possible (and where possible at least 3 months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found [here](#).
- 9.11.3 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is increasing, and You are unhappy with the increased fees, You may end your Contract with us provided that You inform your Student Success Advisor (onlinestudentservices@kcl.ac.uk) or in writing no later than one week before the teaching start date for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

10. KING'S CANCELLATION RIGHTS

- 10.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-
- 10.1.1 If it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

- 10.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 30 days of us notifying You that your fees are outstanding;
 - 10.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
 - 10.1.4 a Force Majeure Event prevents us from providing your Course for longer than one term or 8 weeks (whichever is shorter);
 - 10.1.5 You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 10.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing; or
 - 10.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so.
- 10.2 If we cancel the Contract in accordance with Section 10.1, You may be charged pro rata tuition fees and any applicable Sales Tax up to the date of termination. We will invoice You for any outstanding tuition fees and any applicable Sales Tax, which will be payable within 14 days of the date of invoice. Upon your request, we will refund any tuition fees and applicable Sales Tax which You have overpaid (if, for example, You have paid your tuition fees and any applicable Sales Tax in advance) within 14 days of the date of termination. Further details on how You request a refund will be set out in the invoice You receive. If You have paid a deposit, and your pro rata tuition fees are less than the value of the deposit You have paid, You will not be entitled to a refund.
- 10.3 If You are suspended from participation on your Course, You may be excluded from attending online lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 10.4 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of King's.
- 11. YOUR CANCELLATION RIGHTS AND WITHDRAWAL**
- 11.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which will start on the date You make payment to King's for your first module.
- 11.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:-
- 11.2.1 sending a message through [King's Apply](#); or
 - 11.2.2 contacting the King's Admissions Office by email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 11.3 Subject to Section 11.5, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment including any deposit received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

- 11.4 Any refund will be paid to You at the rate of exchange on the day the refund is processed and not at the rate the payment was originally made.
- 11.5 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Sections 11.7 and 11.8 below.
- 11.6 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You unless the circumstances in Sections 9.4, 12.4 or 12.5 apply. Depending on when You cancel the Contract (in particular, whether it is before or after enrolment) You may be obliged to pay your tuition fees and any applicable Sales Tax, as set out in Sections 11.7 and 11.8 below.
- 11.7 You have the right to opt out of a module by notifying us at least 7 calendar days prior to the module start date (the "**Opt Out Date**"). To opt out of a module You must inform your Student Success Advisor by the Opt Out Date. If You opt out of a module by the Opt Out Date, we will reimburse any tuition fee and applicable Sales Tax payment for that module as soon as we can, and no later than 14 days after the day on which You informed us of your decision to opt out of a module. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.
- 11.8 If You interrupt or withdraw from your Course after the Cancellation Period has expired, You will only receive a refund of your tuition fees if You interrupt or withdraw from your Course on or before the module Opt Out Date (as specified in Section 11.7). If You interrupt or withdraw from your Course after the Opt Out Date, You will not be eligible for a refund of your tuition fees. Refunds will not be offered for modules already completed.
- 11.9 Where You withdraw from your Course and You are funded by the Student Loans Company, the fees that You have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

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

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

- 12.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 12.2 for provisions concerning changes to Courses).
- 12.1.2 Any changes made under this Section 12.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 12.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

12.2 Changes to Courses

12.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):-

- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;
- (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;
- (c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
- (d) where King's decides for academic or operational reasons to revise the compulsory or optional modules that are available on your Course; and/or
- (e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.

12.2.2 King's is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave King's, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

12.3 Closure of Courses

12.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):-

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances; or
- (b) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.

12.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

12.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before enrolment

- 12.4.1 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

Changes to Courses or closure of Courses post enrolment

- 12.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 12.2 and 12.3 above, King's will take all reasonable steps to minimise disruption to students (including where your Course is closed and King's is unable to complete delivery of your Course, using reasonable efforts to, with your consent, transfer You to a new course: (i) at King's for which You are qualified; or (ii) at an alternative higher education provider).
- 12.4.3 In the case of minor changes as determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- 12.4.4 In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 12.4.5 In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur tuition fees for the next module and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires.
- 12.4.6 You should consider your options carefully before terminating your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your Course with them. You may also want to consider other matters such as accommodation and travel costs.

12.5 Liability for acts outside our control

- 12.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.
- 12.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within

the capacity of King's to resolve; severe weather, fire, civil commotion, riot, cyber-attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, internet or server disruption, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

- 12.5.3 We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.
- 12.5.4 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Contract with immediate effect by contacting [Student Administrative Services by email](#) or in writing. You should consider your options carefully before terminating your Contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 12.5.5 If You decide to terminate your Contract in such circumstances, You will remain liable for tuition fees and any applicable Sales Tax incurred up until the date when You inform us of your decision. You will have no liability for fees after that time, and You will be refunded any excess payment You have made. The fees You have incurred for a module which has not ended will be calculated on the basis described under Section 11.6.

12.6 **Limitation of our liability to You**

- 12.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
- (a) for death or personal injury arising from our own negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 12.6.2 King's shall not be liable and expressly excludes liability for:-
- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your IT equipment) unless caused by our negligence;
 - (b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
 - (c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
 - (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
 - (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and

- (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

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

13. **DEFERRALS**

13.1 You are eligible to defer your Course's start date twice.

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

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

14. **COMPLAINTS**

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

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

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

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

15. **SAFEGUARDING**

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

16. **INTELLECTUAL PROPERTY**

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

17. **DATA PROTECTION**

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

17.2 If You are involved in Processing Personal Data (for example in some research projects) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply

with our [Data Protection Policy](#) and [Research Data Management Policy](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

18. **GENERAL**

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