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

For study beginning 2027/28

CONTENTS

		Page
1.	INTRODUCTION	2
2.	DEFINITIONS	2
3.	THE CONTRACT	3
4.	APPLICATION AND ADMISSION	4
5.	STUDENT OBLIGATIONS AND COURSE DELIVERY	5
6.	ONLINE VIRTUAL LEARNING ENVIRONMENT	6
7.	TEACHING AND ASSESSMENT INFORMATION	6
8.	TECHNOLOGY AND SYSTEM REQUIREMENTS	7
9.	TUITION FEES	8
10.	KING'S CANCELLATION RIGHTS	13
11.	YOUR CANCELLATION RIGHTS AND WITHDRAWAL	14
12.	KING'S OBLIGATIONS TO STUDENTS	15
13.	DEFERRALS	19
14.	COMPLAINTS	19
15.	SAFEGUARDING	20
16.	INTELLECTUAL PROPERTY	20
17.	DATA PROTECTION	20
18.	GENERAL	20

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 exclusively to King's Digital programmes invoiced by module.

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 digital 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) and the Data (Use and Access) Act 2025 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, 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
"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. Examples of such circumstances are listed below (without limitation):

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 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 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 pay your deposit (if applicable) by the date set out in your Offer;

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

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

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

4.1.3 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 Admissions Policy explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

4.1.4 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.2 or 9.9.13, King's reserves the right not to refund your application fee (if applicable).

4.1.5 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 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.

4.2.2 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.

4.3 **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 and Procedure.

5. **STUDENT OBLIGATIONS AND COURSE DELIVERY**

5.1 **Your obligations**

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

(d) provide a copy of specific identity documents, if reasonably requested by King's whilst You are enrolled on your Course; 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. 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 the timeframe specified in the online enrolment invitation email. If You do not enrol within the timeframe specified in the online enrolment invitation email, we reserve the right to refuse to enrol You and withdraw You from your Course and any deposit paid by You shall not be refunded;

(b) have supplied specific identity documents as set out in the terms of your Offer; and

(c) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer).

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, 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 and will take reasonable steps to minimise any disruption to students.

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 short 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, and other active learning activities such as reflective exercises;

7.1.3 'discussion', which may include text-based forums or live interaction with other students to support community and peer learning; and

7.1.4 'webinars', which will be live scheduled classes during which You may be asked to share comments and engage in real-time discussion.

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 good time in order to engage effectively with the above activities.

7.3 If your Course includes webinars, these will normally be held Monday to Friday between the hours of 08:00 and 18:00 GMT ("**Normal Class Hours**"). However, to support cohorts studying across

multiple time zones, some sessions may occasionally be held outside of the Normal Class Hours. Where this is necessary, we will provide You with reasonable notice of any changes.

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. Assessment design will align with the relevant learning outcomes and may include authentic tasks and media-based submissions (for example, video or podcast) where appropriate. We will also incorporate appropriate formative activities to support preparation for summative assessment and ensure procedures are fair and inclusive.

7.7 There may be circumstances where coursework deadlines or examinations need to take place outside Normal Class Hours (for example, to accommodate global cohorts). In this event we will provide You with reasonable notice so as to minimise the impact of any changes in accordance with our obligations to You as set out in Section 12.

8. TECHNOLOGY AND SYSTEM REQUIREMENTS

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

8.1.1 a personal computer or tablet;

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

8.1.3 a microphone and webcam.

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

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

8.3.1 **Hardware**

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

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

(c) Please note that most weekly content and activities, excluding games, 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, or later.

(d) iOS: iOS13 or iOS14, or later.

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**

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

9.3 **Deposits**

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

9.3.2 You must pay your deposit at least 14 calendar days before your first module start date (as detailed in your Offer).

9.3.3 Deposits are non-refundable except where:

(a) You cancel your acceptance of a place within the Cancellation Period (see Section 11);

(b) You are required to undertake an English language test to satisfy the English language requirements of your Course, You undertook the test within three months of the start date of your Course, and provided evidence to King's that You took the test and did not meet the required language conditions in your Offer by the deadlines specified in your Offer; or

(c) King's withdraws your Offer, Course or makes substantial changes to your Course before You enrol, in accordance with Sections 12.3 and 12.4.1.

9.3.4 Students are able to appeal a decision not to return a deposit. King's Admissions 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 **Failed modules and 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.

9.4.2 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 **Students funded 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 around 4 weeks prior to your module start date.

9.5.2 If You are based in the United Kingdom and are enrolled on a Postgraduate Certificate or 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 fee payment deadlines 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 module 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 approximately 4 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 12 calendar days of the invoice date. The due date would therefore normally be 14 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 enrolment 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. 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 International payments may take additional time to process and allocate to your student account. Once your payment has left your account it will be processed by Convera before

being transferred to King's. To help ensure timely allocation, if paying by bank transfer You should normally initiate payment at least 7 business days before the payment deadline, and if paying by credit or debit card, at least 3 business days before the payment deadline.

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

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

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

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

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

9.9.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to You.

9.9.12 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.

9.9.13 King's reserves the right to withdraw your Offer where any payment made by You to King's is reported to King's by the card acquirer as being fraudulent.

9.9.14 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

9.10 **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 King's will send You a written notification requesting that You make payment within 42 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:

(a) You may be prohibited from sitting examinations/submitting coursework;

(b) You may be prohibited from using the onsite 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 9.10.3);

(f) You may be suspended;

(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 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.

9.10.5 A student who is suspended under Section 9.10.1 above and does not pay their outstanding tuition fees and/or applicable Sales Tax within 30 days of the date of their suspension will have their King's registration cancelled.

9.10.6 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.

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

9.10.8 We reserve the right to charge interest on unpaid fees if we are required to initiate 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 changes in the 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 9.11.2 below).

9.11.2 In any event, a tuition fee increase for a returning or continuing student shall not exceed a 7% (seven percent) increase on the previous academic year's tuition fee for the same Course in question, subject at all times to the tuition fees not exceeding any cap imposed by Government from time to time.

9.11.3 For the avoidance of doubt:

(a) if You are required to resit an academic year and remain enrolled at King's, your tuition fees may still increase in accordance with Section 9.11.2; and

(b) where a Course is structured so that tuition fees are charged by reference to the number of credits undertaken in each academic year, any tuition fee increase in

accordance with Section 9.11.2 shall be applied on a pro rata basis by reference to the fee charged per credit. The total tuition fee payable in a particular academic year may therefore increase by more than the limits set out in Section 9.11.2, but the increase in the fee per credit shall not exceed the tuition fee limits set out in Section 9.11.2.

9.11.4 If You transfer from one course to another course, any tuition fee increase shall apply to the Course You are currently studying.

9.11.5 Where tuition fee increases are applied, King's will aim to 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.

9.11.6 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 and determined by your term-time address as recorded in your Student Records on the date your invoice is raised. If You change your country of residence during your Course You are responsible for updating 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.

9.11.7 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.

9.11.8 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or that 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.

9.11.9 The effect of ending your Contract under Section 9.11.8 is that:

(a) You will not incur fees for the next or subsequent academic period(s) and your studies with King's will terminate; and

(b) You will remain liable for any fees incurred up to the date before the fee increase takes effect.

9.11.10 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, Procedures and Codes we may cancel the Contract at any time with immediate effect by giving You written notice if:

10.1.1 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 a Force Majeure Event prevents us from providing your Course for longer than one teaching period or 8 weeks (whichever is shorter);

10.1.4 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);

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

10.1.6 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.

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. If You are a self-funded student, 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 we cancel the Contract in accordance with Section 10.1, 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.

10.4 If You are suspended from participation in Your Course, You may be prohibited from entering any King's premises and will not be permitted to attend online classes or webinars, submit coursework, sit examinations, use library or computing facilities or services, or access Student Records. Access to Your 'My Modules' and 'My Awards' containers in Your Student Records Portal will be restricted, coursework and examination results will not be ratified by the Assessment Sub-Board, and You will not be permitted to graduate. These restrictions will take effect immediately upon suspension.

10.5 If the Contract has been terminated (for any reason), You will no longer be entitled to attend online 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 11.6 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 11.8 and 11.9 below.

11.7 You have the right to opt out of a module by notifying us at least 14 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, Procedures and Codes

12.1.1 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 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, 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.

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. 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 regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;

(c) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

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

(e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.

12.2.2 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. 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; or

(b) 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.

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 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 without any liability to us for tuition fees and with King's issuing You with a full refund of any and all tuition fees, deposit and Sales Tax You have paid; 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

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 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.

12.4.4 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".

12.4.5 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 must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified.

12.4.6 If You agree to transfer to an alternative Course as may be offered to You by King's (and for which You have the requisite qualifications), You will only be liable to pay the lower of the total tuition fee for the original Course, or the alternative Course, and we will reimburse You if there is any difference in the total tuition fees

12.4.7 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 with immediate effect via Student Services Online using the 'My services' tab. The effect of terminating your Contract is that You will not incur tuition fees for the next module and You may be entitled to a full or partial refund of tuition fees and Sales Tax You have paid, depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

12.4.8 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 reasonable 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 reasonable control provided we fully comply with our obligations under this Section 12.5. 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**").

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

12.5.5 Should You terminate your Contract pursuant to Section 12.5.4, You will have no liability for the next or subsequent academic period(s) and You may be entitled to a full or partial refund of tuition fees and Sales Tax You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

12.5.6 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.

12.6 **Compensation**

12.6.1 Where You terminate your Contract pursuant to this Section 12, You may be entitled to compensation pursuant to our Student Protection Plan.

12.7 **Limitation of our liability to You**

12.7.1 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.

12.7.2 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) 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 12.5; 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.

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 to 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, and prior to completing the enrolment task. 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 that 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 deadline. If You do not meet these deadlines, You will be unable to start your Course in the earlier teaching period.

14. COMPLAINTS

14.1 If You have a complaint about the admissions process, please follow the Complaints section in 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 4.1.3.

14.2 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.

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 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.

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.

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

18.4 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.