



# **General Terms and Conditions for Students**

For study beginning in 2022/23

## Contents

<b>1</b>	<b>Introduction</b>	<b>1</b>
<b>2</b>	<b>Definitions</b>	<b>1</b>
<b>3</b>	<b>The Contract</b>	<b>4</b>
<b>4</b>	<b>Application and Admission</b>	<b>4</b>
	Application	4
	Visa requirements	5
	Applicants and students with disabilities	6
	Criminal offences	6
<b>5</b>	<b>Student Obligations</b>	<b>6</b>
	Your obligations	6
	Enrolment	6
<b>6</b>	<b>Tuition Fees</b>	<b>7</b>
	Amount of tuition fees	7
	Additional costs	7
	Deposits	7
	Funding via the Student Loans Company	8
	Self-funded students	8
	Sponsored students	8
	Non-payment or late payment of tuition fees	9
	Tuition fee variations	10
<b>7</b>	<b>King's Cancellation Rights</b>	<b>10</b>
<b>8</b>	<b>Your Cancellation Rights and Withdrawal</b>	<b>11</b>
<b>9</b>	<b>King's Obligations to Students</b>	<b>12</b>
	Changes to Academic Regulations, Policies and Procedures	12
	Changes to Courses	12
	Closure of Courses	13
	Consequences of changes to Courses or closure of Courses	13
	Liability for acts outside our control	14
	Limitation of our liability to You	15
<b>10</b>	<b>Complaints</b>	<b>16</b>
<b>11</b>	<b>Safeguarding</b>	<b>16</b>
<b>12</b>	<b>Intellectual Property</b>	<b>16</b>
<b>13</b>	<b>Data Protection</b>	<b>16</b>
<b>14</b>	<b>General</b>	<b>17</b>

## 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 Registry 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 undergraduate programmes, postgraduate taught programmes, postgraduate research programmes, and blended programmes.

## 2. DEFINITIONS

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

" <b>Academic Regulations</b> "	means <a href="#">King's Academic Regulations</a>
" <b>Additional Costs</b> "	has the meaning set out in Section 6.2
" <b>Cancellation Period</b> "	has the meaning set out in Section 8.1
" <b>Contract</b> "	has the meaning set out in Section 3.1
" <b>Course</b> "	means the course of study described in your Offer
" <b>Course Information</b> "	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)

<p><b>"Data Protection Legislation"</b></p>	<p>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</p>
<p><b>"Force Majeure Event"</b></p>	<p>has the meaning set out in Section 9.5.2</p>
<p><b>"GDPR"</b></p>	<p>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</p>
<p><b>"Intellectual Property Rights"</b></p>	<p>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, 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</p>

<b>"King's", "we", "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You either directly by King's or via UCAS
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
<b>"Policies and Procedures"</b>	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
<b>"Process"</b>	has the meaning given to it in the Data Protection Legislation
<b>"Sales Tax"</b>	means any goods and services tax, VAT or equivalent sales tax
<b>"Sensitive Personal Data"</b>	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
<b>"UKVI"</b>	means UK Visas and Immigration
<b>"You" and "your"</b>	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:

- a) your Offer;
- b) the Course Information;
- c) the Academic Regulations; and
- d) our Policies and Procedures.

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

3.2 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.

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

### 4. APPLICATION AND ADMISSION

#### 4.1 Application

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

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

4.1.3 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, or misleading information or material omissions, then we may withdraw your Offer, without liability to you.

4.1.4 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, including:

- a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
- b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms); and/or

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

4.1.5 If You disagree with any decision made by King's under Section 4.1.4, You may request the Director of Students and Education (or their nominee) to review such a decision within fourteen days of the date it was notified to you. You will need to explain why You think the decision was wrong and supply any supporting evidence.

## **4.2 VISA requirements**

4.2.1 If You require a visa to study in the UK, it is your responsibility to ensure that You have a valid visa at enrolment and throughout your Course. You must comply with any conditions that apply to your visa, including attendance on your Course. Requirements for monitoring attendance can be found in our [Student Attendance and Engagement Policy](#). This may be amended by us from time to time.

4.2.2 If You are a British national, You will need to provide original evidence of Your status at the point of enrolment. We will also request a copy of such evidence (typically a passport, driver's licence or national identity document) during the application process.

4.2.3 If You are from a country outside of the UK, You may need permission to study in the UK and will need to provide valid ID that confirms your immigration status. Information on conditions of stay relevant to your particular immigration status can be found via the [Government's Visa & Immigration webpages](#).

4.2.4 You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and You will be required to provide evidence of your valid immigration status at the start of each academic year. If You hold limited leave to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further leave to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course (without liability to You) or withdraw You from your Course.

4.2.5 If You fail to comply with any immigration conditions, King's may be obliged to report this to UKVI in order to comply with King's own obligations to UKVI. If You lack the required permissions to study in the UK, or if You do not comply with the conditions attached to any permission then King's may refuse to admit, enrol, or re-enrol You, or may, on written notice, suspend or terminate your studies (without liability to You). If You believe such a decision is incorrect, You may submit a complaint through the relevant complaints procedure (see Section 4.1.5).

4.2.6 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 you shall be responsible for paying any Sales Tax in relation to your tuition fees. Further details of any applicable Sales Tax will be set out in your Offer.

## **4.3 Applicants and students with disabilities**

- 4.3.1 King's is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Disabled students and applicants with disabilities, including those with long term medical and mental health conditions, are encouraged to notify King's at the earliest opportunity so that appropriate support arrangements can be provided. Our aim is to ensure discussions about support options and the implementation of agreed arrangements are in place at the earliest opportunity.
- 4.3.2 We recommend that You contact King's [Disability Support Team](#) so that they can advise you and notify the relevant contacts at King's as appropriate. If the required reasonable adjustments are complex, such as fundamental changes to the King's estate, King's may need to defer your entry whilst adjustment works are undertaken.

#### **4.4 Criminal offences**

You must tell King's if You are convicted of 'relevant criminal offences' at any time whilst You are a student at King's. Details of what amounts to a 'relevant criminal offence' differs for students involved in teaching, health and clinical courses (for example, medicine, pharmacy and nursing). Further details are available on the King's [Governance Zone](#).

### **5. STUDENT OBLIGATIONS**

#### **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;
- c) maintain and evidence an immigration status that entitles You to undertake your Course; and
- d) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us.

#### **5.2 Enrolment**

5.2.1 To begin study on your Course, You must:

- a) enrol at King's within 14 days of the start date of your Course. If You do not enrol within 14 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);

- c) have supplied specific identity documents as set out in the terms of Your Offer; and
- d) 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 classes or participate in assessments for any modules.

5.2.3 You must also enrol for each subsequent year of your Course (and for each module where You are studying on a modular Course).

## 6. TUITION FEES

### 6.1 Amount of tuition fees

6.1.1 The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "Overseas". Your fee status is assessed as at the first day of each academic year of your Course. The latest information on your fee status is available [here](#). Information about fees is available [here](#) and information about funding is available [here](#).

6.1.2 The amount and payment date(s) for your tuition fees and any applicable Sales Tax are set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in your Offer. Information about the payment terms is available [here](#).

### 6.2 Additional costs

You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in your Offer and in the Course Information ("Additional Costs").

### 6.3 Deposits

6.3.1 The amount of any deposit You must pay and the date for payment are set out in your Offer.

6.3.2 Your deposit will be deducted from the first instalment of fees that You are due to pay.

6.3.3 Deposits are non-refundable except where:

- a) You cancel your acceptance of a place within the Cancellation Period (see Section 8); or
- b) King's is unable to confirm your place on the Course because You do not

meet the conditions of your Offer of a place; or

- c) You are an international student and unable to obtain a student visa necessary to study on the Course and King's is satisfied that You took all reasonable steps to ensure You obtained your visa prior to commencing your Course and that the failure to obtain the visa was not your fault.

## **6.4 Funding via the Student Loans Company**

6.4.1 Where King's is informed directly by the Student Loans Company of approved undergraduate loan funding the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will be invoiced to You and payable under the terms detailed in your Offer. Further information can be found [here](#).

6.4.2 If You receive postgraduate or doctoral loan funding directly from the Student Loans Company You are responsible for making payments to King's directly. It is possible for Your tuition fee payments to be aligned with Your loan disbursement dates. Further information can be found [here](#).

## **6.5 Self-funded students**

Students will be invoiced as set out [here](#). It is important to note that the invoicing arrangements for Home undergraduate students are different to the invoicing arrangements for Overseas undergraduate students, and different to the invoicing arrangements for all postgraduate students.

## **6.6 Sponsored students**

6.6.1 If You are:

a) a sponsored student on a [Study Abroad Course](#); or

b) a student whose fees are being paid by their "home" university,

You are not required to provide a valid sponsor letter. If You are in any doubts as to whether You fall into either of these categories, please contact the King's Admissions Office via [King's Apply](#).

6.6.2 If You are a student being partly or fully sponsored by an external corporate body (not a friend or relative) agreeing to pay your tuition fees, You should provide a valid sponsor letter on or before enrolment.

6.6.3 The invoice for your Course fees as a sponsored student will be sent directly to the sponsoring organisation. Payment of the invoice is due 28 days from the invoice date. In the event of non- payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in your Offer.

6.6.4 If You are a sponsored student, and your sponsor does not pay the fees on your behalf, You will be liable to pay the fees to King's.

## 6.7 Non-payment or late payment of tuition fees

6.7.1 If You do not pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out on our [website](#), one or more of the following may happen:

- a) You may be suspended;
- b) You may not be allowed to enrol;
- c) You may not be allowed to graduate;
- d) your results may be withheld;
- e) we may not issue your degree certificate; and/or
- f) your registration may be terminated.

6.7.2 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out on our [website](#), we will write to You requesting payment within 14 days. You may also discuss the outstanding payment with a member of the Finance Department. If You fail to make a payment within 14 days of receipt of the notification, we may suspend You from King's, meaning You will be prohibited from attending any premises at King's and You will not be permitted to:

- a) sit examinations/submit coursework;
- b) use library or computing facilities or services;
- c) attend classes; or
- d) access student records.

6.7.3 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](#).

6.7.4 Please also note that the Academic Regulations and Policies and Procedures also provide that interest may be charged 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 dishonoured cheques and card chargebacks.

## 6.8 Tuition fee variations

6.8.1 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 6.8.3 below).

- 6.8.2 Fee increases for certain Home students (undergraduate and PGC students) are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 6.8.3 In any event, a fee increase for current students shall not exceed a 5% (five percent) increase 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.
- 6.8.4 Where 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.
- 6.8.5 If King's notifies You that your fees will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform [Registry Services by email](#) or in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. 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.

## 7 KING'S CANCELLATION RIGHTS

- 7.1 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:
- a) You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
  - b) You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 60 days of us notifying You that Your tuition fees are outstanding;
  - c) we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
  - d) if a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);

- e) You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- f) You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
- g) You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
- h) You do not meet your obligations under a student visa or You no longer have permission to study in the United Kingdom.

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

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

## 8 YOUR CANCELLATION RIGHTS AND WITHDRAWAL

8.1 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 for students studying an undergraduate, postgraduate taught, postgraduate research, blended or Foundation programme will start on the day You accept an Offer from King's, and for King's Online students will start on the date You make payment to King's for your programme.

8.2 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:

- a) sending a message through [King's Apply](#); or
- b) contacting the King's Admissions Office by letter, email or using the [Cancellation Form](#), but You do not have to use the model form.

8.3 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.

- 8.4 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's (for example, if You have applied through adjustment or clearing) then, by accepting 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 8.6 and 8.7 below.
- 8.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You. Depending on when You cancel the contract (in particular, whether it is before or after enrolment) You may be obliged to pay a proportion of your tuition fees and any applicable Sales Tax, as set out in Sections 8.6 and 8.7 below.
- 8.6 If You interrupt or withdraw from your Course, your fees will be revised based on the number of weeks You have attended your Course. Undergraduate fees are based on 30 weeks' worth of attendance. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out [here](#).
- 8.7 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.

## **9 KING'S OBLIGATIONS TO STUDENTS**

### **9.1 Changes to Academic Regulations, Policies and Procedures**

- 9.1.1 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 9.2 for provisions concerning changes to Courses).
- 9.1.2 Any changes made under this Section 9.1 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.
- 9.1.3 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.

### **9.2 Changes to Courses**

- 9.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. 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, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
- 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 King's decides for academic or operational reasons to revise the optional modules that are available on your Course; and/or
- d) 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.

9.2.2 If King's sponsors You under a student visa, Course changes may have an impact on your sponsorship, and we will provide You with further information. If You wish to change your Course, You should speak to us before taking any action.

### **9.3 Closure of Courses**

9.3.1 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) where a teaching location becomes unavailable due to a Force Majeure Event.

9.3.2 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](#).

### **9.4 Consequences of changes to Courses or closure of Courses**

#### **Changes to Courses before enrolment**

9.4.1 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**

- 9.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 9.2 and 9.3 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).
- 9.4.3 In the case of minor changes as determined by us (for example, changing a module from compulsory to optional), 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.
- 9.4.4 In the case of substantial changes as determined by us (for example, closing your Course), 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".
- 9.4.5 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 Registry Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur fees for the next or subsequent academic terms and your Course will terminate. You will remain liable for any fees incurred up to the date when your notice to us expires.
- 9.4.6 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.

## **9.5 Liability for acts outside our control**

- 9.5.1 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.

- 9.5.2 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, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 9.5.3 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 Course with immediate effect by contacting [Registry 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](#).
- 9.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for fees 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 an academic year which has not ended will be calculated on the basis described under Section 8.5.

## 9.6 Limitation of our liability to You

- 9.6.1 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.
- 9.6.2 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, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
  - b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
  - c) 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;
  - 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 any event beyond our reasonable control; and

- e) 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.

9.6.3 Subject to Sections 9.6.1 and 9.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid by You in respect of your Course.

## 10 COMPLAINTS

10.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals Procedure](#).

10.2 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.

10.3 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".

10.4 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](#).

## 11 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](#).

## 12 INTELLECTUAL PROPERTY

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

## 13 DATA PROTECTION

13.1 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.

13.2 Students who are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of the Data Protection Legislation. They should refer to our [Data Protection Policy](#), [Research Data Management Policy](#) or a placement provider's policy if applicable and seek guidance from their tutor or supervisor where appropriate.

## 14 GENERAL

- 14.1 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.
- 14.2 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.
- 14.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 14.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.
- 14.5 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.