GENERAL TERMS AND CONDITIONS FOR STUDENTS

For study beginning 2027/28

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1. INTRODUCTION

1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You accept a place at King's (the "**Terms and Conditions**").

1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.

1.3 Please direct queries to Student Services Online using the 'My services' tab for clarification if there is anything in these Terms and Conditions that You do not understand.

1.4 Please note that these Terms and Conditions apply to King's undergraduate programmes, postgraduate taught programmes, and Micro-Credentials.

2. DEFINITIONS

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

"**Academic Regulations**"	means King's Academic Regulations
"**Additional Costs**"	has the meaning set out in Section 6.2
"**Cancellation Period**"	has the meaning set out in Section 8.1
"**Contract**"	has the meaning set out in Section 3.1
"**Course**"	means the course of study described in your Offer
"**Course Information**"	means subject to these Terms and Conditions, the description of the Course 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 9.5.2
"**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, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
"**Leave of Absence**"	means a period of time away from your studies, which includes an approved interruption of study, annual leave (where permitted), dormant student status or disengagement with study
"**King's**", "**we**", "**us**" and "**our**"	refers to King's College London, Strand, London WC2R 2LS
"**Micro-Credential(s)**"	means a small, research-led unit of learning that is formally assessed and designed to be additional, alternative, or complementary to a formal qualification, and may also be described as a non-award, credit-bearing module or free-standing module
"**Offer**"	means our written offer to You of a place on the Course, sent to You either directly by King's or via UCAS
"**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
"**UKVI**"	means UK Visas and Immigration
"**Visa**"	means any grant of entry clearance, any grant of permission to enter the UK, any grant of leave to enter the UK, any grant of permission to stay in the UK (including indefinite permission to stay), or any grant of leave to remain in the UK (including indefinite leave to remain)
"**You**" and "**your**"	refers to you the student or applicant

3. THE CONTRACT

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

3.1.1 your Offer;

3.1.2 the Course Information;

3.1.3 the Academic Regulations; and

3.1.4 our Policies, Procedures and Codes,

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

3.2 It is your responsibility to accept the Offer, however in limited circumstances the King's Admissions team may (with your prior authorisation) accept an Offer on your behalf. 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 Sections 4.1 and 4.2, to secure your place on your Course.

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

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

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

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

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

(f) 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

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

4.1.4 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. 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.

4.2 Visa requirements

4.2.1 All students registered at King's must have permission to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your permission to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.

4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have permission to study in the UK at the point of registration. The acceptable evidence of your valid immigration status is typically an electronic status check using the UK government's 'View and Prove' online service, which requires You to provide a valid Share Code. In some cases, alternative evidence may be required, such as a visa endorsement in a passport, an immigration officer's stamp obtained at the UK border, or other official documentation issued by the UK Home Office. If your immigration permission is a Visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have permission to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain or stay which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or stay or, where relevant, Indefinite Leave to Remain or Settlement. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.3 and 7.1). In these circumstances, You will remain liable for tuition fees and any applicable Sales Tax on a pro-rata basis up to the effective date of withdrawal or termination in accordance with Section 8.6.

4.2.3 If You require a Visa to study at King's it is your responsibility to obtain the appropriate Visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your Visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the Government's Visa and Immigration website. The terms and conditions of your Visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.

4.2.4 If You need to be sponsored under the Points Based System as a Student , subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.

4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVIs rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, deferral or interruption of studies (including mandatory interruption), any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if

there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.

4.2.6 Some international students who are applying to study for a qualification in certain sensitive subjects must obtain an Academic Technology Approval Scheme (ATAS) certificate before applying for a Visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Offer and gaining this certificate will be a condition of the Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.

4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding Visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's Data Protection Policy for more information about how King's processes your Personal Data.

4.2.8 Non-compliance with the conditions of your Visa could also result in the cancellation of your Visa, fines and/or a ban on entry to the UK by the UK government.

4.2.9 Many categories of Visa are subject to restrictions on the right to work. In particular, undertaking self-employed work in the UK while holding status under the Student Visa route is not permitted. As a licensed sponsor, King's has a duty to notify UKVI if we become aware of any instances of our sponsored students breaching the conditions of their immigration status. Examples include prohibited self-employment activity, and work in excess of the number of permitted hours per week. Any such reports are likely to lead to the cancellation of the Student Visa.

4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions, King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your Visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.3 and 7.1). If the Offer is withdrawn, King's refuses to register You, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.

4.2.11 Where a sponsored Student takes a Leave of Absence, King's may be required to report the Leave of Absence to UKVI, which may lead to the cancellation of their Visa. A sponsored Student's Leave of Absence must not result in the Student being unable to complete their Course within their existing Visa duration when they resume their studies. In most cases, a Leave of Absence that exceeds 60 calendar days (excluding recognised vacation periods) will require reporting and could lead to Visa cancellation. Sponsored Students in this case will be required to obtain a new Visa or other immigration status, at their own expense, before returning to King's following their Leave of Absence.

4.2.12 For the avoidance of doubt, King's is not responsible for You meeting the conditions of the Graduate route. King's shall not be responsible for any changes to the UK Immigration Rules which result in You no longer being eligible to study at King's.

4.3 Disabled applicants and students

4.3.1 King's is committed to a positive student experience by creating an inclusive environment for learning. King's complies with its anticipatory duty under the Equality Act 2010 by considering the needs of students at all stages of the student life cycle. It aims to reduce the need for individual adjustments by creating an inclusive environment for students to learn and succeed.

4.3.2 King's endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on application. If You provide details of a disability support need in your application form, and King's makes You an Offer, King's will contact You and You will be encouraged to register with Disability

Support and Inclusion. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Disability Support and Inclusion Service at the earliest opportunity so that they are aware of the support available.

4.4 Criminal offences

4.4.1 If You are applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see the Admissions Policy for more information.

4.4.2 If You are convicted of a criminal offence whilst You are enrolled as a student at King's, You are required to inform your faculty in accordance with the Non Academic Misconduct Policy.

5. STUDENT OBLIGATIONS AND COURSE DELIVERY

5.1 Your obligations

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

5.1.2 You agree to:-

(a) comply with these Terms and Conditions;

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

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

(d) fulfil the academic requirements of your Course, including but not limited to, submission of coursework and other assignments, attendance at examinations, completion of online assessments, attendance at lectures, seminars and online live classes, and any such other teaching forums provided by us; and

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

5.1.3 King's has a legal requirement to record your term time address whilst You remain enrolled at King's. It is your responsibility to ensure your term time address is correct and if this changes, You must inform King's of your new address within 14 days.

5.2 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 and any deposit paid by You shall not be refunded;

(b) have paid any amounts that are due on enrolment (as outlined in the terms of your Offer); and

(c) have supplied specific identity documents as set out in the terms of your Offer.

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

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

5.3 **Course delivery**

5.3.1 Although King's is based in London our programmes may be delivered:-

(a) on-campus through face to face teaching;

(b) online using distance learning methods; or

(c) using a blended approach of on-campus and online delivery.

5.3.2 The method of delivery for your Course will be stated in the Course Information. If King's has to change the method of delivery of your Course during an academic year, this may constitute a change to your Course. Please see Section 9 for further details.

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 before the start of your Course and confirmed in your Offer. Your fee status will typically remain the same throughout the duration of your Course, however, there are limited situations when a change in your circumstances could make You eligible for a fee status reassessment. For more information about when this might occur please refer to the current guidance from the UK Council for International Student Affairs (UKCISA). Further information about fee status assessment can be found in the Admissions Policy.

6.1.2 The amount of your tuition fees is 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. 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 these Terms and Conditions.

6.1.3 Tuition fees are set, reviewed and published by King's on an annual basis.

6.2 **Additional costs**

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

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. If your Course is a Micro-Credential, then the deposit will be the full payment of your tuition fees and any applicable Sales Tax (further details are set out in Section 6.5.3).

6.3.3 Deposits are non-refundable except where:-

(a) You cancel your acceptance of a place within the Cancellation Period (see Section 8);

(b) You do not meet the academic conditions of your Offer of a place and You have provided proof that You do not meet the academic conditions of your Offer by the deadline specified in your Offer, however if King's decides (in its discretion) to

confirm your place on the Course, notwithstanding that You have not satisfied the academic conditions of Your Offer, then your deposit will not be refunded;

(c) 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;

(d) 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; or

(e) King's withdraws your Offer, Course or makes substantial changes to your Course before You enrol, in accordance with Sections 9.3 and 9.4.1.

6.3.4 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.

6.4 Students funded 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 in December and payable by 31 January or 14 days from the date of the invoice (whichever is the latest).

6.4.2 It is your responsibility to ensure that You apply to the Student Loans Company for undergraduate funding on an annual basis.

6.4.3 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

6.5.1 Home status undergraduate students (including Postgraduate Certificate in Education (PGCE) students):-

(a) You are not required to make a payment of fees before or on enrolment.

(b) If You enrol in September You will be invoiced for your tuition fees during the first academic term and will have until 31 January to make full payment. However, if You prefer, payments can be made before 31 January. Please note for self-funded students there is only one tuition fee instalment.

(c) You are able to view and print a copy of your invoice from the Student Records "fee statement page". A pdf copy of the invoice will also be sent by email to your King's email address around the second week of December.

(d) Self-funded students receiving the maximum King's Living Bursary and who pay 75% of the total tuition fee by 31 January can request for the remaining 25% to be paid by 30 April. Students should submit their request for this extension here. For further information on how the King's Living Bursary operates please see here.

(e) Mid-session students who have enrolled part-way through the academic year on courses starting in January or later will:-

(i) if enrolled on or before 17 January, have until 31 January to pay their full tuition fee; or

(ii) if enrolled after 17 January, have 14 days from the date of the invoice to pay their full tuition fee.

6.5.2 Overseas undergraduate students and postgraduate students:-

(a) Tuition fees for overseas undergraduate students and postgraduate students are payable in two equal instalments.

(b) If You enrol in September, You will be invoiced for the first instalment of your tuition fee in late September or early October, and You will have 14 days from the date of the invoice to make full payment. The second instalment is due for payment by 31 January.

(c) Students who have enrolled part-way through the academic year on courses starting in January or later will be offered the option of two equal instalments, with the first instalment due 14 days from the date of the invoice and the second instalment due three months later.

(d) You are able to view and print a copy of your invoice from the Student Records "**fee statement page**". A pdf copy of the invoice will also be sent by email to your King's email address.

6.5.3 Micro-Credentials

(a) If You are a self-funded Student studying a Micro-Credential You must make full payment of your tuition fees and any applicable Sales Tax when You accept your Offer. If You are being partly or fully sponsored, please see Section 6.6 below.

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 (i.e. the institution where the student starts and ends their Course),

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. Further information on what documentation should be provided at enrolment is available here. Where King's is informed directly by Student Loans Company or the NHS of approved funding, the relevant body will be invoiced directly for your tuition fees. Any balance of fees not covered by such funding will be invoiced to the student and will be payable under the terms set out under Section 6.5.1 (Home status undergraduate students (including PGCE students).

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 **Enhanced Learning Credits Administration Services (ELCAS) students**

6.7.1 If You are sponsored by ELCAS You are required to pay 20% of the academic year's tuition fees by the start of each academic year, to enable King's to invoice ELCAS for the balance of the tuition fees.

6.7.2 If King's is unable to collect the balance of the tuition fees from ELCAS, You will be liable to pay the fees to King's.

6.8 **Making Payment**

6.8.1 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.

6.8.2 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.

6.8.3 King's advertised payment methods can be found here.

6.8.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if You choose to use an alternative payment method You may be putting yourself and your funding at risk of scams and frauds.

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

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

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

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

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

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

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

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

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

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

6.9.1 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 library or computing facilities or services;

(c) You may be prohibited from accessing online Course content and / or discussion forums;

(d) You may be prohibited from attending classes;

(e) your access to student records may be removed;

(f) You may be suspended;

(g) You may not be allowed to enrol;

(h) You may not be allowed to graduate;

(i) your results may be withheld;

(j) we may not issue your degree certificate; and/or

(k) You may also cease to be a member of the Students' Union and would therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

6.9.2 For further information on the process and consequences of late payment, please see here.

6.9.3 Please see here if You are having difficulties paying on time and need further help and advice.

6.9.4 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.

6.9.5 A student who is suspended under Section 6.9.1 above and does not pay their outstanding tuition fees and/or applicable Sales Tax within 28 days of the date of their suspension will have their King's registration cancelled.

6.9.6 Students whose registration at King's is cancelled under Section 6.9.5 above remain liable for payment of any outstanding fees. Students who subsequently pay the outstanding fees must re-register for their Course. Acceptance onto the Course and accreditation of previous study will be subject to King's admissions requirements (as set out in the Academic Regulations) applicable at the time of re-application.

6.9.7 A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption and is required to pay the outstanding tuition fees within 14 days of the date of invoice. Further information is set out in Section 8.

6.9.8 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.

6.9.9 We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee of £25 may be charged in respect of card chargebacks.

6.10 **Tuition fee variations**

6.10.1 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 6.10.3 below).

6.10.2 Tuition fee increases for certain Home students (undergraduate and postgraduate taught and postgraduate research 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.

6.10.3 In any event, a tuition fee increase for a returning or continuing student shall not exceed the greater of:

(a) 7% (seven percent) on the previous academic year's tuition fee; or

(b) for Home and PGCE students whose courses are subject to regulated or capped tuition fees, the maximum tuition fee cap imposed by Government from time to time, which the Government has indicated will rise with inflation (and it is anticipated the measure of inflation used will be RPIX or the RPI All Items Excl. Mortgage Interest).

6.10.4 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 6.10.3; 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 6.10.3 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 6.10.3, but the increase in the fee per credit shall not exceed the tuition fee limits set out in Section 6.10.3.

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

6.10.6 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.

6.10.7 During your Course, if King's has determined that your Course is subject to Sales Tax in your country of residence, we reserve the right to pass on any such Sales Tax to You. King's also reserves the right to pass on any change in the rate of Sales Tax to You.

6.10.8 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.

6.10.9 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is increasing, and You are unhappy with the increased fees, You may end your Contract with us provided that You inform Student Services Online via the 'My services' tab 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, Procedures and Codes we may cancel the Contract at any time with immediate effect by giving You written notice if:-

7.1.1 You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

7.1.2 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;

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

7.1.4 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);

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

7.1.6 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or

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

7.2 If we cancel the Contract in accordance with Section 7.1, 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.

7.3 If we cancel the Contract in accordance with Section 7.1, 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.

7.4 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.

7.5 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 will start on the day You accept an Offer from King's. If You pay a deposit, the Cancellation Period will start on the day You pay your deposit.

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:-

8.2.1 sending a message through King's Apply; or

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

8.3 Subject to Section 8.4, 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).

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 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 8.5 and 8.6 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 Section 8.6 below.

8.6 If You interrupt or withdraw from your Course during the Cancellation Period (but have received teaching during the Cancellation Period) or after the Cancellation Period has expired, 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, Procedures and Codes

9.1.1 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 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, 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.

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, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-

(a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;

(b) where a Force Majeure Event, campus redevelopment or restructuring of King's means that teaching locations change to a different site;

(c) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations;

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

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

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

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.

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

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. Examples of where Course closure may be made or required are (without limitation):-

(a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a

particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances;

(b) where a Force Majeure Event, campus redevelopment or restructuring of King's means that a teaching location becomes unavailable; or

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

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 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

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 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.

9.4.4 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".

9.4.5 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.

9.4.6 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.

9.4.7 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 fees for the next or subsequent academic terms 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).

9.4.8 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.

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 reasonable 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 reasonable control, provided we fully comply with our obligations under this Section 9.5. 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**").

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

9.5.4 If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to:

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

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

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

9.5.5 Should You terminate your Contract pursuant to Section 9.5.4, You will have no liability for the next or subsequent academic terms 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).

9.5.6 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.

9.6 **Compensation**

9.6.1 Where You terminate your Contract pursuant to this Section 9, You may be entitled to compensation pursuant to our Student Protection Plan.

9.7 **Limitation of our liability to You**

9.7.1 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.

9.7.2 King's shall not be liable and expressly excludes liability for:-

(a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions such as your own IT equipment, bicycles or vehicles) unless caused by our negligence;

(b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;

(c) financial or other consequential loss where such loss or damage is a result of theft, fire or flood unless caused by our negligence;

(d) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to a Force Majeure Event, provided we fully comply with our obligations under Section 9.5; 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.

10. **DEFERRALS**

10.1 In rare circumstances King's Courses may become unavailable, or change content from year to year. If You have a deferred Offer and such changes occur King's will contact You to make You aware as soon as possible through King's Apply, and discuss any options with You.

10.2 We are unable to defer conditional Offers for taught postgraduate Courses. All conditions must be met before we can defer your place on an undergraduate Course.

10.3 Further information in relation to deferrals is available here.

11. **COMPLAINTS**

11.1 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 4.1.4.

11.2 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.

11.3 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**".

11.4 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.

12. 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.

13. 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.

14. DATA PROTECTION

14.1 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.

14.2 If You are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement at a hospital) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our Data Protection Policy, Research Data Management Policy or a placement provider's policy if applicable (i.e. when You are on a third party placement and Process Personal Data on behalf of a third party that is acting as the Data Controller for the Personal Data).

15. GENERAL

15.1 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.

15.2 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.

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

15.4 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.