

---

**TERMS AND CONDITIONS FOR KING'S  
INTERNATIONAL FOUNDATION AND  
EXTENDED INTERNATIONAL FOUNDATION  
STUDENTS**

---

## CONTENTS

	<b>Page</b>
1. INTRODUCTION	1
2. DEFINITIONS	1
3. THE CONTRACT	2
4. APPLICATION AND ADMISSION	3
4.4.1 IF YOU ARE APPLYING TO A PROGRAMME THAT IS REGULATED (I.E. YOU WILL BE WORKING WITH VULNERABLE PEOPLE AS PART OF YOUR STUDIES) AND YOU WOULD THEREFORE REQUIRE AN ENHANCED DBS CHECK TO STUDY, YOU ARE REQUIRED TO TELL US ABOUT YOUR CRIMINAL RECORD, IF YOU HAVE ONE. PLEASE SEE OUR POLICY ON CRIMINAL RECORD DISCLOSURE FOR MORE INFORMATION.	5
4.4.2 YOU MUST ALSO 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 IN THE CRIMINAL RECORD DISCLOSURE POLICY.	5
5. ONLINE VIRTUAL LEARNING ENVIRONMENT	6
6. TEACHING AND ASSESSMENT INFORMATION	6
7. TECHNOLOGY AND SYSTEM REQUIREMENTS	7
8. TUITION FEES	8
9. KING'S CANCELLATION RIGHTS	12
10. YOUR CANCELLATION RIGHTS AND WITHDRAWAL	13
11. KING'S OBLIGATIONS TO STUDENTS	13
12. COMPLAINTS	17
13. SAFEGUARDING	17
14. INTELLECTUAL PROPERTY	17
15. DATA PROTECTION	17
16. GENERAL	17

## 1. INTRODUCTION

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

## 2. DEFINITIONS

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 8.2
<b>"Cancellation Period"</b>	has the meaning set out in Section 10.1
<b>"Contract"</b>	has the meaning set out in Section 3.1
<b>"Course"</b>	means the International Foundation or Extended International Foundation 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)
<b>"Data Protection Legislation"</b>	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
<b>"Force Majeure Event"</b>	has the meaning set out in Section 11.5.2
<b>"GDPR"</b>	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

<b>"Intellectual Property Rights"</b>	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
<b>"King's" "we" "us" and "our"</b>	refers to King's College London, Strand, London WC2R 2LS
<b>"Normal Class Hours"</b>	has the meaning set out in Section 6.1
<b>"Offer"</b>	means our written offer to You of a place on the Course, sent to You directly by King's
<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:-

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

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

3.2 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 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 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer.
- 4.1.4 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, which may include:-
- (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
  - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
  - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
  - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.
- 4.1.5 King's may also withdraw your Offer or refuse to enrol You where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent. Please see Section 8 for further details.
- 4.1.6 If You disagree with a decision made by King's under Sections 4.1.3, 4.1.4 or 4.1.5, You may appeal the decision in accordance with the [Admissions Appeals Policy](#). An admissions appeal will only be heard if there has been misapplication of the general entrance requirements, or where there has been a significant administrative or procedural error affecting the outcome of your application and must be submitted within 10 working days of the decision to which the appeal relates.
- 4.1.7 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 4.1.5, King's reserves the right not to refund your application fee (if applicable).

### 4.2 VISA requirements

- 4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right 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 the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement

in a passport or an immigration officer's stamp obtained at the UK border. 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 the right 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 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, 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 or withdraw You from your Course (as set out in Sections 4.1.4 and 9.1).

- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("CAS"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's at 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 subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an 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 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment 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 4.1.4 and 9.1). 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 Student Route visa holder takes a leave of absence, then their visa will be cancelled in accordance with UK government requirements. Student Route visa holders will be required to obtain a new visa, at their own expense, before returning to King's following their leave of absence.

### 4.3 **Disabled applicants and students**

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

### 4.4 **Criminal offences**

- 4.4.1 If You are applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on [Criminal Record Disclosure](#) for more information.
- 4.4.2 You must also 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 in the [Criminal Record Disclosure Policy](#).

### 4.5 **Your obligations**

- 4.5.1 We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations and our Policies and Procedures.
- 4.5.2 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.

## 4.6 Enrolment

4.6.1 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;
- (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; and
- (e) show that You sat a valid IELTS exam in between accepting your Offer and the commencement of your Course, and achieve a higher IELTS score.

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

## 4.7 Course delivery

4.7.1 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.

4.7.2 The method of delivery for your Course will be stated in the Course Information and in your Offer. 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 11.2 for further details.

## 5. ONLINE VIRTUAL LEARNING ENVIRONMENT

5.1 Elements of your Course will be delivered online via Microsoft Teams Meetings and using KEATs, the King's virtual learning environment.

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

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

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

## 6. TEACHING AND ASSESSMENT INFORMATION

6.1 If your Course includes live classes, these will normally be held Monday to Friday between the hours of 08:00 and 18:00 GMT ("**Normal Class Hours**"). However, there may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the classes.



- 6.2 Lessons will take place in the form of a combination of synchronous webinars, seminars and tutorials which You must attend in addition to studying independently and conducting research tasks. Online learning will also include self-directed learning units, discussion forums collaborative tasks, homework submissions and assessments.
- 6.3 Although, examinations will usually be held during Normal Class Hours there may be instances where examinations may be required to take place outside Normal Class Hours. In this event we will provide You with reasonable notice so as to minimise the impact of any changes.
- 6.4 No regular classes will take place on recognised UK public holidays.
- 6.5 No refunds will be made for classes not taking place on these dates.

## 7. **TECHNOLOGY AND SYSTEM REQUIREMENTS**

7.1 You will be required to provide and have access to the following IT equipment and facilities in order to access KEATS, the King's virtual learning environment and to participate on the Course:-

7.1.1 a personal computer or tablet;

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

7.1.3 a microphone and webcam.

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

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

7.4 Operating Systems, Processors, Memory and Internet speed

### 7.4.1 **Hardware**

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

### 7.4.2 **Operating System**

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

### 7.4.3 **Internet Connection**

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

#### 7.4.4 **Browser**

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

#### 7.4.5 **Other Software Requirements**

(a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to you as a King's student. Please note that some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.

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

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

### 8. **TUITION FEES**

#### 8.1 **Amount of tuition fees**

8.1.1 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 set out in these Terms and Conditions.

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

8.1.3 Subject to Section 8.8, tuition fees are fixed for the duration of your Course and must be paid in full by the deadlines set out in your Offer otherwise You will not be enrolled onto your Course. It is not possible to pay your tuition fees in instalments.

#### 8.2 **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**").

#### 8.3 **Deposits**

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

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

8.3.3 Deposits are non-refundable except where:-

(a) You cancel your acceptance of a place within the Cancellation Period (see Section 10); 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 and You have provided proof that You do not meet the conditions of your Offer by the deadline specified in your Offer; 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; or

- (d) Your application or your Offer is withdrawn by King's in accordance with Section 4.1 .

8.3.4 Offer holders who do not retake an IELTS exam in time for the start of the Course will not receive a refund of their deposit.

#### 8.4 **Self-funded students**

8.4.1 For students commencing their Course in September the invoice for their tuition fees will be produced around the second week of October. Students are able to view and print a copy of their invoice from their Student Records "fees page". A pdf copy of the invoice will also be sent by email to your King's email address.

8.4.2 Tuition fees must be paid in full by 31 October. Any deposit paid will be deducted from the balance. Please note for self-funded students there is only one tuition fee instalment.

#### 8.5 **Sponsored students**

8.5.1 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. For further information on what documentation to provide at enrolment can be found [here](#).

8.5.2 A student sponsored by a friend or relative will be regarded as self-funded and therefore responsible for their own fees.

8.5.3 The invoice for your tuition 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 tuition 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 accordance with Section 8.4.

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

#### 8.6 **Making Payment**

8.6.1 It is Your responsibility to make arrangements to pay any 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.

8.6.2 King's provides a variety of payment methods for students to pay their fees through third party agreed providers of international payment solutions. For further information and to initiate payment, visit your "fees page" in your Student Records portal.

8.6.3 The College's payment methods include:

- (a) UK bank transfer;
- (b) international bank transfer; and
- (c) online debit / credit card.

8.6.4 All payments must be made using one of King's advertised payment methods set out above. King's accepts no responsibility for payment of tuition fees by direct bank transfer into King's bank account.

- 8.6.5 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.
- 8.6.6 King's does not accept payment of tuition fees or any applicable Sales Tax by cheque.
- 8.6.7 King's does not accept payment of tuition fees or any applicable Sales Tax in cash either directly or at any of its bank branches.
- 8.6.8 You are responsible for knowing the exact source of funding of your tuition fees and any applicable Sales Tax.
- 8.6.9 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).
- 8.6.10 For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 8.6.11 Where unauthorised funds are received into King's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) King's may return funds back to the payer, and You will be required to make direct payment to King's immediately. Any return of funds may potentially result in a financial loss to You and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by King's as a result of returning funds to You.
- 8.6.12 Where a debit or credit card payment received by King's is subsequently disputed by the cardholder and King's agrees to return the funds back to the payer, if there is a tuition fee balance owing, You will be required to make payment to King's immediately.
- 8.6.13 King's reserves the right to withdraw your Offer for where payment of an application or deposit fee is reported to King's by the card acquirer as being fraudulent.
- 8.6.14 King's reserves the right to charge an administration fee of £25 in respect of chargebacks/disputed debit or credit card payments received from the King's card acquirer.

## 8.7 **Non-payment or late payment of tuition fees**

- 8.7.1 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 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
  - (a) sit examinations/submit coursework, and examination/coursework results will not be ratified by the Assessment Sub-Board or the Research Degrees Examination Board;
  - (b) use library or computing facilities or services;
  - (c) attend classes;
  - (d) access student records and access to your "My Modules" and "My Awards" containers in your Student Records Portal will be restricted;
  - (e) You may not be allowed to enrol;

- (f) your Higher Education Achievement Report (HEAR) may not be updated to include your Course;
- (g) your results may be withheld;
- (h) You will not be permitted to re-enrol;
- (i) we may not issue your Course certificate;
- (j) your registration may be terminated; 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.

- 8.7.2 For further information on the process and consequences of late payment, please see [here](#).
- 8.7.3 Please see [here](#) if You are having difficulties paying on time and need further help and advice.
- 8.7.4 If You fail to pay your tuition fees or any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions, You may be required to delay the start of your Course to the subsequent year.
- 8.7.5 A student who is suspended under Section 8.7.1 above may have their King's registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.
- 8.7.6 Students whose registration at King's is cancelled under Section 8.7.4 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.
- 8.7.7 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 available [here](#).
- 8.7.8 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](#).
- 8.7.9 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.

## 8.8 Fee variations

- 8.8.1 Details of your tuition fees and any applicable Sales Tax at King's will be set out in your Offer.
- 8.8.2 Tuition fees are fixed for the duration of your Course (which is normally one year) however, 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 in Sections 8.8.3 to 8.8.5 below.
- 8.8.3 King's reserves the right to increase tuition fees each academic 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 8.8.5 below).

- 8.8.4 In any event, a tuition fee increase for current students shall not exceed a 10% (ten percent) increase on the previous academic year's tuition fee for the Course in question.
- 8.8.5 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 8.8.6 If your Course is subject to Sales Tax in your country of residence, and there is a change in the rate of Sales Tax, we reserve the right to pass on any such change in Sales Tax to You. King's will give affected students as much notice of the change in Sales Tax as reasonably possible. Further information on Goods and Sales Tax can be found [here](#).
- 8.8.7 If King's notifies You that your tuition fees and or the rate of Sales Tax will be increasing and You are unhappy with the increased fees, You may end your Contract with us provided that You inform [Student Administrative 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.

## 9. KING'S CANCELLATION RIGHTS

- 9.1 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:-
  - 9.1.1 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);
  - 9.1.2 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;
  - 9.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
  - 9.1.4 a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);
  - 9.1.5 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);
  - 9.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
  - 9.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
  - 9.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 9.2 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.

- 9.3 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.

## 10. **YOUR CANCELLATION RIGHTS AND WITHDRAWAL**

- 10.1 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.

- 10.2 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:-

10.2.1 sending a message through [King's Apply](#); or

10.2.2 contacting the King's Admissions Office by letter, email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.

- 10.3 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.

- 10.4 If your Course is due to begin within 14 days from the date You accept the offer of a place at King's then, by accepting your Offer, You are expressly agreeing that the Course should begin within the Cancellation Period. If You then decide to withdraw from your Course within the Cancellation Period You may be liable to pay a proportion of your tuition fees and any applicable Sales Tax.

- 10.5 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 10.6 below.

- 10.6 If You interrupt or withdraw from your Course due to circumstances out of your control, or withdraw from your Course in accordance with Section 10.5 your fees and any applicable Sales Tax will be revised based on the number of weeks You have attended your Course. Course fees are based on 26 weeks' worth of attendance. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out [here](#). Interrupting students must restart the Course in the August/September of the following year – entry at later points in the year is not possible.

## 11. **KING'S OBLIGATIONS TO STUDENTS**

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

11.1.1 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 11.2 for provisions concerning changes to Courses).

11.1.2 Any changes made under this Section 11.1 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.

- 11.1.3 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.

## 11.2 Changes to Courses

- 11.2.1 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. 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, or changes to immigration rules or other laws/regulations;
  - (c) where King's decides for academic or operational reasons to revise the compulsory or 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.
- 11.2.2 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.
- 11.2.3 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.

## 11.3 Closure of Courses

- 11.3.1 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;
  - (b) where a teaching location becomes unavailable due to a Force Majeure Event; or
  - (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.



- 11.3.2 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](#).

#### 11.4 Consequences of changes to Courses or closure of Courses

##### 11.4.1 Changes to Courses before enrolment

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.

##### 11.4.2 Changes to Courses or closure of Courses post enrolment

- (a) Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 11.2 and 11.3 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).
- (b) In the case of minor changes as determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the intranet.
- (c) In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- (d) In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by giving Student Administrative Services at least two weeks' notice [by email here](#) or in writing. The effect of terminating your Contract is that You will not incur tuition fees for the next or subsequent academic terms and your Course will terminate. You will remain liable for any tuition fees and any applicable Sales Tax incurred up to the date when your notice to us expires. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made.
- (e) 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.

#### 11.5 Liability for acts outside our control

- 11.5.1 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.

- 11.5.2 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, internet or server disruption, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "**Force Majeure Event**"). We would normally expect such events to be short term, and we will take steps to minimise any disruption to your Course.
- 11.5.3 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 [Student Administrative Services](#) by email or in writing. You should consider your options carefully before terminating your contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 11.5.4 If You decide to terminate your Course in such circumstances, You will remain liable for tuition fees and any applicable Sales Tax incurred up until the date when You inform us of your decision. You will have no liability for tuition fees after that time, and You will be refunded any excess payment You have made. The tuition fees You have incurred for an academic year which has not ended will be calculated on the basis described under Section 10.5.

## 11.6 **Limitation of our liability to You**

- 11.6.1 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.
- 11.6.2 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) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
  - (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
  - (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
  - (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.

11.6.3 Subject to Sections 11.6.1 and 11.6.2 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.

## 12. COMPLAINTS

- 12.1 If You have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals Procedure](#). Further details are set out in Section 4.1.6.
- 12.2 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.
- 12.3 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".
- 12.4 If, having followed the complaints procedure to completion, You remain dissatisfied You have the right to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

## 13. SAFEGUARDING

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

## 14. INTELLECTUAL PROPERTY

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

## 15. DATA PROTECTION

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

## 16. GENERAL

- 16.1 On your first enrolment, You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.
- 16.2 If any provision of the contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 16.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.
- 16.4 Neither party intends that any of these Terms and Conditions will be enforceable by any third party.
- 16.5 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.