GENERAL TERMS AND CONDITIONS FOR STUDENTS OF KINGS' SINGHASARI FOUNDATION PARTNERSHIP 2026/27

CONTENTS

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

1. **BACKGROUND**

1.1 King's College London is a public research university established by Royal Charter and based in the UK. It provides higher education by way of undergraduate and postgraduate degrees to its students.

1.2 Singhasari Special Economic Zone ("**SEZ**") (via its limited company Pt. Intelegensia Grahatama, whose address is Singhasari Residence Complex, Jalan Raya Klampok RT 04 RW 04, Singosari, Malang, Indonesia) was commissioned by the Indonesian government as a specifically-regulated Special Economic Zone to develop an integrated complex in East Java to focus on the development of the Indonesian tourism, technological development and education sectors, and which allows for transnational education ("**TNE**") courses to be founded in the SEZ.

1.3 King's and Singhasari have agreed to a model involving transnational educational, which provides for the delivery of Kings' courses in situ in Malang, East Java.

2. **INTRODUCTION**

2.1 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").

2.2 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.

2.3 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..

2.4 Please note that these Terms and Conditions only apply to Courses being taught by King's in the SEZ.

3. **DEFINITIONS**

3.1 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 10.5
"Cancellation Period"	has the meaning set out in Section 12.1
"Contract"	has the meaning set out in Section 4.1
"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 13.5.2
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC(General Data Protection Regulation) OJ L 119/1, 4.5.2016
"Intellectual Property Rights"	means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
“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
“LPDP”	means Lembaga Pengelola Dan Pendidikan
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
“King’s Singhasari Foundation” or **“the Foundation”**	means the not-for-profit foundation set up by the Singhasari SEZ, and located in the Singhasari SEZ in Malang, East Java, Indonesia
"Normal Class Hours"	has the meaning set out in Section 8.3
"Offer"	means our written offer to You of a place on the Course, sent to You either directly by King's
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies, Procedures and Codes"	means our rules, policies, procedures, codes and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
"Process"	has the meaning given to it in the Data Protection Legislation

"Sensitive Personal Data"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
"You" and "your"	refers to you the student or applicant

4. THE CONTRACT

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

4.1.1 your Offer;

4.1.2 the Course Information;

4.1.3 the Academic Regulations; and

4.1.4 our Policies, Procedures and Codes,

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

4.2 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):

4.2.1 there is evidence that You have paid your deposit outside of the Admissions Portal (for example, by bank transfer);

4.2.2 You are a sponsored student and a third party is paying your full tuition fees; or

4.2.3 You have experienced technical or IT issues when attempting to accept the Offer.

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

5. APPLICATION AND ADMISSION

5.1 Application

5.1.1 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.

5.1.2 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.

5.1.3 King's may withdraw your application, withdraw or amend your Offer, or refuse to enrol You for any reason at any time before You accept your Offer. Examples of why King's may withdraw your application or Offer, or refuse to enrol You 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 if requested to do so;

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

(d) You fail to make satisfactory payment of tuition fees and any additional costs to Kings' Singhasari Foundation;

(e) You fail to demonstrate that You have the correct immigration permission to study in Indonesia, 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.

5.1.4 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.

5.2 Disabled applicants and students

5.2.1 King's is committed to a positive student experience by creating an inclusive environment for learning. King's complies with its anticipatory duty under the UK 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.

5.2.2 King's endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally on application. If You provide details of a disability support need in your application form, and King's makes You an Offer, King's will contact You and You will be encouraged to register with Disability Support and Inclusion. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Disability Support and Inclusion Service at the earliest opportunity so that they are aware of the support available.

5.3 Criminal offences

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

6. STUDENT OBLIGATIONS AND COURSE DELIVERY

6.1 Your obligations

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

6.1.2 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;

(e) provide a copy of specific identity documents, if reasonably requested by King's, whilst You are enrolled on your Course; and

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

6.1.3 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.

6.2 **Enrolment**

6.2.1 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.

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

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

6.3 **Course delivery**

6.3.1 Your Course may be delivered:-

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

(b) online using distance learning methods, including via KEATS, King's virtual learning environment; or

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

6.3.2 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 13 for further details.

7. ONLINE VIRTUAL LEARNING ENVIRONMENT

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

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

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

8. TEACHING AND ASSESSMENT INFORMATION

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

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

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

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

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

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

8.3 If your Course includes webinars, these will normally be held Monday to Friday between the hours of 14:00 and 18:00 Western Indonesian Time ("**Normal Class Hours**"). However, there may be circumstances where webinars could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide You with reasonable notice of any changes to the times of the webinars.

8.4 No regular webinars will take place on recognised UK or Indonesian public holidays.

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

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

8.7 There may be circumstances where coursework deadlines or examinations need 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 in accordance with our obligations to You as set out in Section 13.

9. TECHNOLOGY AND SYSTEM REQUIREMENTS

9.1 In respect of the online provision of the Course, You will be required to provide and have access to the following IT equipment and facilities in order to access KEATS and to participate on the Course:

9.1.1 a personal computer or tablet; and

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

9.1.3 a microphone and webcam..

9.2 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.

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

9.3.1 **Hardware**

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

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

(c) Please note that most weekly content and activities, excluding games, will be accessible via phone, but a PC/laptop/tablet will be required for assessment.

9.3.2 **Operating System**

(a) Windows: Windows 10 or later. Mac: OS X 10.13 or later.

(b) Linux: 64-bit Linux distribution of Ubuntu 16.04+LTS, Fedora 30+ Workstation, RHEL 8+ Workstation or CentOS 8+.

(c) Android: OS 10, 11 or 12.

(d) iOS: iOS13 or iOS14.

9.3.3 **Internet Connection**

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

9.3.4 **Browser**

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

9.3.5 **Other Software Requirements**

(a) Microsoft Teams, Adobe Connect and Office 365 - access to these applications will be provided to You as a King's student. Please note that

some software, including Adobe Connect, will need to be downloaded and installed, which will require some administrator privileges.

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

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

10. TUITION FEES

10.1 The Foundation will be responsible for collecting your tuition fees.

10.2 The assessment of your fee status is provisional and is subject to verification of your documents at enrolment. Please be aware that if our initial assessment of your fee status based on the information provided in your application was inaccurate, we reserve the right to reassess your fee status at enrolment.

10.3 If You believe that your classification for fee purposes is incorrect, please contact us without delay by sending a message to kingssinghasari@kcl.ac.uk.

10.4 Amount of tuition fees

10.4.1 The amount of your tuition fees is set out in your Offer. At the beginning of your Course, it is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions.

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

10.4.3 The tuition fees will be charged to Students in Indonesian Rupiah.

10.5 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**").

10.6 Deposits

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

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

10.6.3 Deposits are non-refundable except where:-

(a) You cancel your acceptance of a place within the Cancellation Period (see Section 12);

(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; or

(d) King's withdraws your Offer, Course or makes substantial changes to your Course before You enrol, in accordance with Sections 13.3 and 13.4.1.

10.6.4 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.

10.7 **Scholarship Funding via LPDP**

10.7.1 Master's and doctoral level scholarships are intended for citizens of the Republic of Indonesia through the mechanisms and procedures set by LPDP. Scholarships are awarded for Masters of Programmes with a single degree.

10.7.2 Where the Foundation and/or King's is informed directly by LPDP that a student is in receipt of approved scholarship funding, the LPDP will be invoiced directly for payment of your tuition fees.

10.8 **Self-funded Students**

10.8.1 Tuition fees for self-funded students are payable in instalments.

10.8.2 **One year Courses**

(a) For a one-year Course commencing in September, your tuition fees will be payable in two instalments. You will be invoiced for the first instalment of your tuition fees (covering the September term) on 1 November and You will have 14 days from the invoice date to make full payment. The second instalment will be issued on 1 February (covering the January term), with payment also due within 14 days of the invoice date.

(b) Students who enrol part-way through the academic year on courses commencing in January or later will be offered the option to pay tuition fees in two instalments per academic year. For one-year courses, the first instalment (covering the January term) will be invoiced on 1 February with payment due within 14 days of the invoice date. The second instalment (covering the April term) will be invoiced on 1 May, with payment also due within 14 days of the invoice date.

10.8.3 **Two year Courses**

(a) For a two-year Course commencing in September, your tuition fees will be payable in four instalments, as set out below:

(i) the first instalment, covering the September term of Year 1, will be invoiced on 1 December of the first academic year;

(ii) the second instalment, covering the January term of Year 1, will be invoiced on 1 March of the first academic year;

(iii) the third instalment, covering the September term of Year 2, will be invoiced on 1 December of the second academic year; and

(iv) the fourth and final instalment, covering the January term of Year 2, will be invoiced on 1 March of the second academic year.

(b) In each case, payment is due within 14 days of the invoice date.

(c) Students who enrol part-way through the academic year on courses commencing in January or later will be offered the option to pay tuition fees in two instalments per academic year. The first instalment (covering the January term) will be invoiced on 1 March, with payment due within 14 days of the invoice date. The second instalment (covering the April term) will be invoiced on 1 June, with payment also due within 14 days of the invoice date.

(d) The third and fourth instalments, covering the January and April terms of the second academic year respectively, must be paid in accordance with Sections 10.8.3 (a)(iii) and (a)(iv).

10.8.4 You will receive a copy of your invoice from the Foundation. A pdf copy of the invoice will also be sent by email to your King's email address.

10.9 **Sponsored students**

10.9.1 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. Where King's and/or the Foundation are informed directly by your sponsor, 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 10.8.

10.9.2 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 You and shall be payable by You 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.

10.9.3 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 the Foundation.

10.10 **Making payment**

10.10.1 It is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms and conditions set out in the Offer and outlined in these Terms and Conditions.

10.10.2 All payments must be made to the Foundation via bank transfer to:

BCA KCU BUKIT DARMO BOULEVARD

Account number: 8632820088

Reference: Student Name, King's Student Number (K Number)

10.10.3 If You choose to use an alternative payment method, You may be putting yourself and your funding at risk of scams and frauds.

10.10.4 The Foundation will not accept payment of tuition fees by cheque.

10.10.5 The Foundation will not accept payment of tuition fees in cash either directly or at any of its bank branches.

10.10.6 You are responsible for knowing the exact source of funding of your tuition fees.

10.10.7 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).

10.10.8 For compliance purposes, the Foundation 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 the Foundation's reasonable request and without delay.

10.10.9 Where unauthorised funds are received into the Foundation's bank account, or where You fail to provide satisfactory information about the payer, then for compliance reasons the Foundation may return funds back to the payer, and You will be required to make direct payment to the Foundation 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 the Foundation as a result of returning funds to You.

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

10.10.11 We reserve the right to withdraw your Offer where any payment made by You to the Foundation is reported by the card acquirer as being fraudulent.

10.10.12 The Foundation reserves the right to charge an administration fee in respect of chargebacks/disputed debit or credit card payments received from the Foundation's card acquirer.

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

10.11.1 If You do not pay your tuition fees in accordance with the payment terms set out in these Terms and Conditions, You will be sent 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; and/or

(j) we may not issue your degree certificate.

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

10.11.3 Please contact kingssinghasari@kcl.ac.uk if You are having difficulties paying on time and need further help and advice.

10.11.4 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.

10.11.5 A student who is suspended under Section 10.11.1 above and does not pay their outstanding tuition fees within 28 days of the date of their suspension will have their King's registration cancelled.

10.11.6 Students whose registration at King's is cancelled under Section 10.11.5 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.

10.11.7 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 12.

10.11.8 The Foundation reserves the right to take steps to recover unpaid fees in accordance with their legal rights and remedies.

10.11.9 The Foundation reserves the right to charge interest on unpaid fees if the Foundation is required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from You, and an administration fee may be charged in respect of card chargebacks.

10.12 **Tuition fee variations**

10.12.1 Details of your tuition fees in the first year of your study at King's will be set out in your Offer. Many courses 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. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew 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 10.12.2 below).

10.12.2 In any event, a tuition fee increase for a current student shall not exceed a 7% (seven percent) increase on the previous academic year's tuition fee for the same Course in question.

10.12.3 For the avoidance of doubt:

(a) if You are required to resit an academic year and remain enrolled at King's, your tuition fees may still increase in accordance with Section 10.12.2; and

(b) where a Course is structured so that tuition fees are charged by reference to the number of credits undertaken in each academic year, any tuition fee increase in accordance with Section 10.12.2 shall be applied on a pro rata basis by reference to the fee charged per credit. The total tuition fee payable in a particular academic year may therefore increase by more than the limits set out in Section 10.12.2, but the increase in the fee credit shall not exceed the tuition fee limits set out in Section 10.12.2.

10.12.4 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.

10.12.5 If King's or the Foundation notifies You that your tuition fees will be increasing, and You are unhappy with the increased fees, You may end your Contract with us provided that You inform kingssinghasari@kcl.ac.uk by email or in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your Contract is that You will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. If your studies are interrupted or suspended for any reason, the fees when You begin or resume your studies may have increased, on the basis set out above.

11. KING'S CANCELLATION RIGHTS

11.1 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:-

11.1.1 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);

11.1.2 You do not pay your tuition fees or Additional Costs within 30 days of us notifying You that your fees are outstanding;

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

11.1.4 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);

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

11.1.6 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;

11.1.7 You do not meet your obligations as a sponsored Student; or

11.1.8 You no longer have immigration permission to study in Indonesia.

11.2 If we cancel the Contract in accordance with Section 11.1, You may be charged pro rata tuition fees up to the date of termination. If You are a self-funded student, the Foundation will invoice You for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. Upon your request, the Foundation will refund any tuition fees which You have overpaid (if, for example, You have paid your tuition fees 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.

11.3 If You are suspended from participation on your Course or your 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.

12. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

12.1 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.

12.2 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 contacting kingssinghasari@kcl.ac.uk and notifying them of your wish to cancel.

12.3 Subject to Section 12.4, if You cancel the Contract within the Cancellation Period, the Foundation will reimburse any tuition fee payment including any deposit received from You as soon as they can, and no later than 14 days after the day on which You informed them of your decision to cancel the Contract. Reimbursements will be made 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). Any refund will be paid to You at the rate of exchange on the day the refund is processed and not at the rate the payment was originally made.

12.4 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 as set out in these Terms and Conditions.

12.5 If You withdraw from your Course after the Cancellation Period has expired, we will not refund payments received from You unless the circumstances in Sections 13.4 or 13.5 apply. 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, as set out in Sections 12.6 and 12.7 below.

12.6 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. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out here.

12.7 Where You withdraw from your Course and You are funded by the LPDP, the fees that You have incurred for an academic year which has not yet ended will be treated in accordance with LPDP guidelines.

13. KING'S OBLIGATIONS TO STUDENTS

13.1 Changes to Academic Regulations, Policies, Procedures and Codes

13.1.1 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 13.2 for provisions concerning changes to Courses).

13.1.2 Any changes made under this Section 13.1 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.

13.1.3 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.

13.2 **Changes to Courses**

13.2.1 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 course 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, or changes to 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.

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

13.3 **Closure of Courses**

13.3.1 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.

13.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with the relevant Student Protection Plan.

13.4 **Consequences of changes to Courses or closure of Courses**

Changes to Courses before enrolment

13.4.1 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 the Foundation issuing You with a full refund of any and all tuition fees and deposit 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

13.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 13.2 and 13.3 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 at King's for which You are qualified).

13.4.3 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.

13.4.4 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".

13.4.5 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.

13.4.6 If You agree to transfer to an alternative Course as maybe 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.

13.4.7 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 by making an enquiry through Student Services Online and contacting kingssinghasari@kcl.ac.uk, or in writing. 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 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).

13.4.8 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.

13.5 **Liability for acts outside our control**

13.5.1 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.

13.5.2 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 Section 13.5. 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**").

13.5.3 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.

13.5.4 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 the Faculty in writing.

13.5.5 Should You terminate your Contract pursuant to Section 13.5.4, 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 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).

13.6 **Compensation**

13.6.1 Where You terminate your Contract pursuant to this Section 13.6, You may be entitled to compensation pursuant to our Student Protection Plan.

13.7 **Limitation of our liability to You**

13.7.1 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.

13.7.2 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 13.5; 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.

14. **DEFERRALS**

14.1 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 the Faculty and discuss any options with You.

14.2 We are unable to defer conditional Offers for taught postgraduate courses.

15. **COMPLAINTS**

15.1 If You have a complaint about the admissions process, please follow the Complaints section of 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 5.1.4.

15.2 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.

15.3 You may also be eligible to apply for a refund or compensation. Please view the 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.

15.4 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.

16. 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.

17. 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.

18. DATA PROTECTION

18.1 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.

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

19. GENERAL

19.1 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.

19.2 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.

19.3 Except for the King’s Singhasari Foundation, neither party intends that any of these Terms and Conditions will be enforceable or able to be amended or suspended by any third party.

19.4 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.