



**TERMS AND CONDITIONS –
LANGUAGE MODULES (CREDIT-BEARING) AND NON-ASSESSED
COURSES**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR CONTRACT WITH KING’S COLLEGE LONDON**

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1. Definitions

- 1.1 In the following terms and conditions, “we” refers to the King’s Language Centre of King’s College London (King’s) of Strand, London, WC2R 2LS.
- 1.2 “Language Modules” refers to any scheduled language and linguistics modules which we offer primarily for King’s students, and which enable students to gain Higher Education credits within the Framework for Higher Education Qualifications of Degree-Awarding Bodies in England, Wales and Northern Ireland (FHEQ). The module descriptions and fees are set out on our intranet page entitled ‘Module Eligibility & Requirements’, which can be found [here](#).
- 1.3 “Non-Assessed Courses” refers to any scheduled non-assessed language courses which we offer primarily for King’s postgraduate students. Note that these do not enable students to gain Higher Education credits within the Framework for Higher Education Qualifications of Degree Awarding Bodies in England, Wales and Northern Ireland (FHEQ). The course descriptions and fees are set out on our intranet page entitled ‘Why study PG-only Courses’, which can be found [here](#).
- 1.4 “You” refers to a student or prospective student on one of our Language Modules or Non-Assessed Courses.

2. Contract with King’s

- 2.1 We are the King’s Language Centre of King’s College London, a body incorporated by Royal Charter in England and Wales. Our principal address is 170 Strand, London, WC2R 2LS.
- 2.2 The purpose of these terms and conditions is to set out the contractual basis for your relationship with King’s when you register for a Language Module or Non-Assessed Course. **These are the terms and conditions on which we shall provide the Language Module or Non-Assessed Course to you.**
- 2.3 Your contract with King’s is made up of these terms and conditions, the Language Module or Non-Assessed Course description and the written confirmation of your registration.
- 2.4 Please read these terms carefully before you register with us. These terms tell you who we are, how we will provide the Language Module or Non-Assessed Course to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss this.
- 2.5 You can contact us about Language Modules or Non-Assessed Courses by writing to us by email at languagecentreinternal@kcl.ac.uk.
- 2.6 For King’s students if we have to contact you, we will do so by writing to you at the email address on your King’s Student Record.

For external students if we have to contact you, we will do so by writing to you at the email address which you provided on your application form.

- 2.7 We will process your registration when we have received a completed application form and full payment of your fee (where applicable). **We will then send an email to your King's student email address to confirm your registration and it is at this point that a binding contract will come into existence between you and us. For non-King's students this email will be sent to your personal email address.**
- 2.8 If we are unable to accept your application, we will inform you of this in writing and we will not charge you (if applicable) for the Language Module or Non-Assessed Course. This might be if you are under the age of 18, if you are a debtor to King's, if we are not offering a Language Module at a suitable credit level, if we are not offering a Language Module or Non-Assessed Course and language stage, or if the Language Module or Non-Assessed Course is already fully subscribed. You must be 18 years old or over on the first day of the course, with the exception of individuals participating in approved widening participation schemes. Information about approved widening participation schemes can be found on the King's [website](#).

3. Eligibility

- 3.1 If you are a King's undergraduate student, a King's postgraduate student, or an undergraduate or postgraduate Study Abroad student at King's, you can take one Language Module 'for award' (as part of your programme of study) as long as this module is permitted by your programme regulations. You will need to check with your home department that the Language Module and credit level are permitted within your programme of study. Note that we have a limited number of arrangements for students on certain programmes within a specific school or department to allow their undergraduate students to take a further Language Module for award. This Language Module or these Language Modules will be free of charge, as long as this is within the 120 credits of the home programme of study.
- 3.2 **If you are a King's student and you register for a Language Module 'for award' but it is not permitted by your programme regulations, we will charge you the relevant fee for the Language Module.**
- 3.3 If you are a King's undergraduate student, you can take a Language Module 'not for award' but **you will be charged a fee.**
- 3.4 If you are a King's postgraduate student, you can take a Language Module 'not for award', for example in support of your research interests. See 3.6 below for information about free of charge Language Modules.
- 3.5 King's postgraduate students have an alternative option of taking a Non-Assessed Course. See 3.6 below for information about free of charge courses.
- 3.6 King's postgraduate students are entitled to take one Language Module or Non-Assessed Course per year free of charge. If they wish to take more than one, this is permitted but they **will be charged the relevant fee.**
- 3.7 All King's students, both undergraduates and postgraduates, who register for Language Modules will be registered at the credit level of their year of study. **This applies to 'not for award' as well as to 'for award' registrations.**

- 3.8 Language Modules are also open to King's staff, King's alumni, University of London students, University of London staff and the public. Please see section 6 below for fee information. Note that priority will be given to King's students.
- 3.9 Non-Assessed Courses are also open to postgraduate students from other Higher Education Institutions. Please see section 6 below for fee information. Note that priority will be given to King's students.
- 3.10 **You may not register for a King's Language Centre Language Module if you have not passed any previous King's Language Centre Language Module which you have taken.**
- 3.11 You may not register for a King's Language Centre Language Module or Non-Assessed Course at the same or a lower stage than any previous King's Language Centre Language Module or Non-Assessed Course for postgraduates which you have taken in the same language.
- 3.12 You may only register for a King's Language Centre Language Module or Non-Assessed Course at the language and stage specified by your language assessment (see paragraph 4.1 below).
- 3.13 You must be 18 years old or over on the first day of the Language Module or Non-Assessed Course, with the exception of individuals already enrolled as a King's student.

4. Registration

- 4.1 Before registering non-beginners on to one of our Language Modules or Non-Assessed Courses, we will assess your knowledge and skills in your chosen language and will place you at the appropriate language stage.
- i. For Language Modules this will be done as an online test as part of the application process. If you took and passed one of our Language Modules in the previous academic year and are progressing to the next stage in the same language, you are exempt from this requirement.
 - ii. For Non-Assessed Courses this assessment will take place online during one of our Assessment & Registration Sessions. Please see our [website](#) for further details.
- 4.2 **Priority is given to King's students, with applications processed on a first-come, first-served basis.**
- 4.3 We only process applications when we receive a completed application form and full payment (where applicable). The application form can be accessed from our [intranet site](#).
- 4.4 We reserve the right to refuse registration for Language Modules or Non-Assessed Courses after the second lesson.
- 4.5 We reserve the right to withdraw you if you do not declare all your previous experience and qualifications in the chosen language on your application form.
- Stage 1 Language Modules and Beginners level Non-Assessed Courses are run at A1 level of the [CEFR](#). As such these courses can only be taken by students with no experience in the target language.
- 4.6 Registrations for 'not for award' Language Modules will be on a separate programme of study.

- 4.7 You are not permitted to ‘audit’ a Language Module (i.e. attend a class as a “taster” without enrolling/registering) as our Language Modules have strict attendance and assessment requirements.
- 4.8 You are not permitted to ‘audit’ (i.e. attend a class as a “taster” without enrolling/registering) a Non-Assessed Course as our Non-Assessed Courses have strict attendance requirements.

5. Deferral

- 5.1 We do not allow you to defer your registration to a subsequent Language Module or Non-Assessed Course.

6. Fees and payment

- 6.1 You must pay the fees (where applicable) for the whole Language Module or Non-Assessed Course when you register.
- 6.2 The tuition fees for both Language Modules and Non-Assessed Courses are stated on our [website](#).
- 6.3 All students will be required to purchase a textbook and workbook for their Language Module or Non-Assessed Course. Details of these will be given by the teacher in the first class.
- 6.4 Where applicable, payment shall be made by credit/debit card via the e-store. We do not accept payment of fees in cash.
- 6.5 Payments must be in GB pounds sterling. You are responsible for currency conversion costs.
- 6.6 If You are studying your course outside of the UK and the provision of your course by King’s is subject to sales tax in your country of residence, then we reserve the right to pass on any sales tax to You. In the event there is a change in the rate of sales tax, we reserve the right to pass on any such change in sales tax to You.
- 6.7 You are responsible for knowing the exact source of funding of your tuition fees and any applicable sales tax. Where the payer of your fees is an individual and not a formal sponsor or 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). For compliance purposes, King's may require You to provide further information about the third party paying your tuition fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon King's reasonable request and without delay.
- 6.8 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) we may return funds back to the payer, and You will be required to make direct payment to us immediately. Any return of funds may potentially result in a financial loss to You and/or the payer due to currency exchange losses and/or bank handling fees. You shall be liable for any currency exchange losses and/or bank handling fees incurred by King's as a result of returning funds to You.

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

7. Concessionary fees

- 7.1 A concessionary fee for Language Modules and Non-Assessed Courses is available for King's students, King's staff, King's alumni, University of London students and University of London staff. Postgraduate only courses are free of charge.
- 7.2 The concessionary fee for King's students is only available to individuals who are enrolled as a King's student on the first day of the Language Module or Non-Assessed Course.
- 7.3 The concessionary fee for University of London (UoL) students and staff, including King's staff, is only available to individuals who are a student or member of staff at a University of London institution on the day of registration or on the first day of the Language Module or Non-Assessed Course. A list of current institutions is available on the UoL [website](#).
- 7.4 The concessionary fee for King's alumni is only available to graduates and holders of a certifiable qualification from King's.
- 7.5 A concessionary fee cannot be claimed on behalf of another individual. Students must themselves be eligible for the concession.
- 7.6 Satisfactory evidence of concessionary fee eligibility must be provided at the time of registration and must be current on the day of registration e.g. a scanned degree certificate.

8. Students changing between modules or courses

- 8.1 If we believe that the language stage of the Language Module or Non-Assessed Course which you have registered for is not the most appropriate for you (on rare occasions this can happen despite the level assessment referenced in paragraph 4.1), we will recommend a change to another more appropriate stage.
- 8.2 If you believe the language stage of the Language Module or Non-Assessed Course which you have registered for is not appropriate for you, you may request a change to a Language Module or Non-Assessed Course in the same language at a more appropriate stage by emailing languagecentreinternal@kcl.ac.uk before the relevant deadline for module or course change requests. We will only make the Language Module or Non-Assessed Course change if your King's Language Centre teacher or a King's Language Centre manager with responsibility for the relevant language has confirmed in writing that the change is appropriate.
- 8.3 If you wish to change to a group at the same level in the same language but with a change of day, time or campus, or to a Language Module or Non-Assessed Course in another language, you may request a change by emailing languagecentreinternal@kcl.ac.uk before the relevant deadline for Language Module or Non-Assessed Course changes. See 8.5 and 8.6 below for the deadlines.
- 8.4 We will only allow you to change Language Module or Non-Assessed Course if in our opinion there is capacity on the Language Module or Non-Assessed Course that you wish to change to, and that it is compatible with your remaining timetable.

- 8.5 For Language Modules, the deadline to request module changes is 17.00 (UK time) on the Friday of the first full teaching week of the module. In the academic year 2022-23 this is 17.00 (UK time) on Friday 30th September 2022 for full-year Language Modules and one-semester Language Modules taught in semester 1, and it is 17.00 (UK time) on Friday 20th January 2023 for one-semester Language Modules taught in semester 2.
- 8.6 For Non-Assessed Courses, the deadline to request a course change is 17.00 on the Friday of the first full teaching week of the course. In the academic year 2020-21 this is 17.00 (UK time) on Friday 8th October 2022.
- 8.7 We do not charge an administrative fee for Language Module or Non-Assessed Course changes.
- 8.8 If you wish to change between 'for award' and 'not for award', you may request the change by emailing languagecentreinternal@kcl.ac.uk before the relevant deadline for module changes. See 15.5 and 15.6 below for the deadlines. If there is a fee for the registration status that you are changing to, you must pay this fee before we will change your registration.

9. Attendance

- 9.1 Attendance is compulsory for all King's Language Centre Language Modules, Linguistics Modules and Non-Assessed Courses for postgraduates (for online provision this means the live class). You must attend a minimum of 75% of the lessons. If your attendance falls below this level, you should provide evidence to the King's Language Centre Office explaining why you have missed lessons. Failure to meet our attendance requirement may result in you being prevented from sitting the final exam and passing the Language Module.

10. Assessment

- 10.1 All students, whether registered 'for award' or 'not for award', must complete all elements of assessment.
- 10.2 Language Modules taken for award will follow College progression regulations. Modules for award do not lead to a separate qualification.

11. Certificates and transcripts

- 11.1 All Language Modules taken 'for award' and Non-Assessed Courses will be listed on the transcript for the programme of study.
- 11.2 Students who are taking a Language Module 'not for award' may request a certificate from the King's Language Centre stating the overall mark attained. There is no fee for this certificate.
- 11.3 Students who are taking a Language Module and who are not enrolled on a King's degree programme may request a certificate from the King's Language Centre stating the overall mark attained. There is no fee for this certificate.
- 11.4 Students who are taking a Non-Assessed Course and who are not enrolled on a King's degree programme may request a certificate of attendance from the King's Language Centre. The certificate is conditional on 75% minimum attendance and requests must be made within six months of completion of the course. There is no fee for this certificate.

12. Making changes to modules and courses

- 12.1 We will seek to deliver each Language Module and Non-Assessed Course in accordance with the description set out on our web & KEATS pages.
- 12.2 There may be situations in which it is desirable or necessary for us to make changes to the Language Module or Non-Assessed Course provision, either before or after your registration. We therefore reserve the right to:
- i. make reasonable changes to the timetable, location (including changing to online delivery mode) or academic staff specified for a Language Module or Non-Assessed Course; and
 - ii. make reasonable changes to the content and syllabus of a Language Module or Non-Assessed Course when necessary.

Any such changes will be communicated to students as soon as practicable via email. For fee paying students, if revised arrangements mean you are unable to attend you will be entitled to a pro rata refund for the cancelled lesson(s).

13. Cancellation of classes and modules

- 13.1 During the week before the start of teaching, we will cancel groups that are undersubscribed. We will email each of the registered students to notify them of this.
- 13.2 If we cancel a group for which you have registered, you may change to an alternative group, if available, or claim a full refund for the Language Module or Non-Assessed Course (where applicable). We will not charge an administrative fee for this. It will not be possible to attend an alternative group on a trial basis.

14. Cancellation of individual lessons

- 14.1 If we cancel a single lesson of a Language Module or Non-Assessed Course, we will notify you as soon as possible via email.
- 14.2 For Language Modules, we will endeavour to offer a replacement lesson for any cancelled lessons during the next revision week (this also applies to online classes).
- 14.3 For Non-Assessed Courses, we will endeavour to offer a replacement lesson for any cancelled lessons in the week following the scheduled end of the course (this also applies to online classes).
- 14.4 If there are disruptions outside our control, including but not limited to Covid-19 related disruption (e.g. travel restrictions, localised lockdowns), industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks., we will endeavour to run lessons as usual. If we run the lesson but you are unable to attend due to such disruptions, we will not reschedule the class or refund you (if you are a fee-paying student). If we have to cancel a lesson due to such disruptions, we will reschedule the class or refund you for the class (if you are a fee-paying student).

15. Withdrawals & refunds

- 15.1 If you wish to withdraw from a Language Module or Non-Assessed Course and claim a refund (where applicable), you must make the request by emailing languagecentreinternal@kcl.ac.uk. The request must be made before the relevant withdrawal deadline i.e. the statutory 14 day "cooling

off" period, which applies from the date of registration confirmation. Please note this period does not apply to non-fee paying students.

- 15.2 For Language Modules, the King's Language Centre's withdrawal deadline is 17.00 on the Friday of the first full teaching week of the Language Module. In the academic year 2022-23 this is 17.00 (UK time) on Friday 30th September 2022 for full-year Language Modules and for one-semester Language Modules taught in semester 1 and it is 17.00 (UK time) on Friday 20th January 2023 for one-semester Language Modules taught in semester 2.
- 15.3 For Non-Assessed Courses, the King's Language Centre's withdrawal deadline is 17.00 on the Friday of the first full teaching week of the Non-Assessed Course. In the academic year 2020-21 this is 17.00 (UK time) on Friday 27th January 2023 for Non-Assessed Courses
- 15.4 If you are a King's student and your home department specify an earlier withdrawal deadline, their withdrawal deadline will apply to you.
- 15.5 We will only consider a request for withdrawal received after the relevant withdrawal deadline if there is an academic timetable clash with all the classes of the relevant Language Module or Non-Assessed Course or there are exceptional circumstances, such as serious illness, or the death of a close family member. You must submit satisfactory third-party evidence of the circumstances (e.g., a copy of your timetable, a doctor's note or death certificate). Please note that we do not consider workload or changes in residence or personal income to be exceptional circumstances.
- 15.6 If you claim a refund because you are withdrawing from a Language Module or Non-Assessed Course, we will charge you proportionally for any lessons of the Language Module or Non-Assessed Course which have already taken place.
- 15.7 We do not offer refunds for lessons that take place on the advertised day and time but which you do not attend or are unable to attend because of unforeseen changes in your circumstances.

16. Student conduct

- 16.1 You are expected to conduct yourself in a professional manner suitable to a study environment, and to observe and comply with King's health and safety rules. **Failure to do so may result in King's asking the student to leave the Language Module or Non-Assessed Course. No refund will be given.**

17. Complaints

- 17.1 If you have a complaint you should follow the King's College London complaints procedure, published on our [website](#).

18. Data protection

- 18.1 By registering for a Language Module or Non-Assessed Course, you agree to King's collecting and using your individual personal data, including, in exceptional circumstances, sensitive personal data. This will be done in accordance with the principles set out in the Data Protection Act 2018. These include ensuring that your data will only be used in a way that is fair, lawful and secure. Please see the [Data Collection Notice](#) for further details.

19. Limitation of our liability to you and others

- 19.1 Nothing in these terms and conditions will limit or exclude our liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 19.2 Otherwise, our liability to you with respect to the provision of your Language Module or Non-Assessed Course, the cancellation, postponement, or amendment of the Language Module or Non-Assessed Course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by you in respect of the Language Module or Non-Assessed Course. King's excludes its liability for indirect and inconsequential losses.
- 19.3 For the purposes of paragraphs 19.1 and 19.2, "our" also includes King's officers, employees and agents, and this paragraph may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

20. Class delivery in response to the Covid-19 pandemic

- 20.1 Classes will be scheduled as per the timetable (which can be accessed via the intranet). This will be subject to review and may change subject to government and college policy.
- 20.2 To access online classes you will require a computer with webcam, video and sound and a reliable internet connection. It is your responsibility to ensure you have a sufficiently reliable connection to undertake any lessons. King's College London accepts no liability for lost tuition due to you having loss of connection – furthermore, we exclude liability for any minor errors or defects in the software and do not guarantee software will be compatible with student's hardware.
- 20.3 It is your responsibility to ensure you are attending at the time given in UK Time.

If the tutor experiences loss of connection during an online or hyflex class and there is a significant period of lost lesson time, we will consider replacing this.

- 20.4 We retain the right to change the format of class delivery should this be required.

21. Law and jurisdiction

- 21.1. Your contract with King's and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by the laws of England, Scotland and Wales and Northern Ireland and shall be subject to the exclusive jurisdiction of the courts of those home nations.

22. Assignment

22.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

23. No waiver

23.1 No failure or delay by a party in exercising any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Entire Agreement

24.1 Unless you enrol for our short course/evening programmes or tailor-made courses, this contract constitutes the entire agreement between You and us in relation to its subject matter.

Last updated: May 2022