TERMS AND CONDITIONS FOR OPEN ENROLMENT SHORT COURSES

For study beginning in 2026/27

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1. INTRODUCTION

1.1 This document contains important information about your agreement with King's College London and links to important information. You should read these carefully before You apply for 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 apply to study at King's and your Application is accepted, these Terms and Conditions will form your agreement with us.

1.3 Please contact professionaleducation@kcl.ac.uk 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 open enrolment short courses. These courses are not of the same status as defined by the King's Academic Regulations for those studying degree-level programmes. You will not receive higher education credits for completing your Course.

2. DEFINITIONS

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

"**Academic Regulations**"	means King's Academic Regulations
"**Additional Costs**"	has the meaning set out in Section 7.2
"**Application**"	means your application to book onto a Course
"**Cancellation Period**"	has the meaning set out in Section 9.1
"**Contract**"	has the meaning set out in Section 3.1
"**Course**"	means the course of study described in your Written Confirmation and the Course Information
"**Course Information**"	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You receive your Written Confirmation confirming your place on the Course
"**Course Materials**"	means any educational materials that may be provided by King's for the delivery of the Course, more details of which are set out in the Course Information
"**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 11.5.2

"**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
"**King's**", "**we**", "**us**" and "**our**"	refers to King's College London, Strand, London WC2R 2LS
"**Personal Data**"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"**Policies, Procedures and Codes**"	means our rules, policies, procedures, codes and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
"**Process**"	has the meaning given to it in the Data Protection Legislation
"**Sales Tax**"	means any goods and services tax, VAT or equivalent sales tax
"**Sensitive Personal Data**"	means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation
"**UKVI**"	means UK Visas and Immigration
"**Written Confirmation**"	means our written confirmation to You of a place on the Course, sent to You directly by King's
"**Visa**"	means any grant of entry clearance, any grant of permission to enter the UK, any grant of leave to enter the UK, any grant of permission to stay in the UK (including indefinite permission to stay), or any grant of leave to remain in the UK (including indefinite leave to remain)
"**You**" and "**your**"	refers to you the student or applicant

3. THE CONTRACT

3.1 By submitting your Application for a place on a Course, You accept these Terms and Conditions in full, which along with:-

3.1.1 your Written Confirmation;

3.1.2 the Course Information;

3.1.3 the Academic Regulations; and

3.1.4 our Policies, Procedures and Codes

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

3.2 The Contract is subject to these Terms and Conditions and is created once You receive the Written Confirmation.

4. APPLICATION

4.1 Application

4.1.1 You must meet any entrance requirements for the Course, as specified in the Course Information and satisfy any 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 When submitting your Application to study at King's You must either:

(a) make full payment of your tuition fees and any applicable Sales Tax; or

(b) provide details of the sponsor who has agreed to pay your tuition fees.

4.1.3 Further details of the tuition fees, and how to make payment are set out in Section 7. Further information in relation to Sales Tax can be found here.

4.1.4 If we are unable to accept your Application (for example, the Course You have applied to is full) we will inform You in writing and will refund You in full any tuition fees and Sales Tax paid to date.

4.1.5 If King's accepts your Application for a place on the Course, You will be sent a Written Confirmation via email, to the email address You provided in your Application.

4.1.6 King's may withdraw your Application or refuse to enrol You for any reason at any time before You enrol. Examples of why King's may withdraw your Application or refuse to enrol You are (without limitation):-

(a) You fail to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check;

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

(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);

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

(e) 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

(f) King's offers You an alternative course to the Course specified in your Written Confirmation.

4.1.7 If King's withdraws your Application or refuses to enrol You pursuant to Sections 4.1.6 or 7.4.12, 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 permission to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your permission to study in the UK at the point of enrolment. We will also request a copy of such evidence during the Application process.

4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have permission to study in the UK at the point of registration. The acceptable evidence of your valid immigration status is typically an electronic status check using the UK government's 'View and Prove' online service, which requires You to provide a valid Share Code. In some cases, alternative evidence may be required, such as a visa endorsement in a passport, an immigration officer's stamp obtained at the UK border, or other official documentation issued by the UK Home Office. If your immigration permission is a Visa allowing your entry to the UK, your evidence will need to be provided along with proof of your arrival date in the UK (which must be later than the start date of your Visa). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of such evidence during the Application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have permission to study throughout your Course and we will require evidence from You. If You hold limited permission to remain or stay which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or stay or, where relevant, Indefinite Leave to Remain or Settlement. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.6 and 8.1). In these circumstances, You will remain liable for tuition fees and any applicable Sales Tax up to the effective date of withdrawal or termination in accordance with Section 9.5.

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

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

4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with 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, interruption of studies (including mandatory interruption, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.

4.2.6 Some international students who are applying to study for a qualification in certain sensitive subjects must obtain an Academic Technology Approval Scheme (ATAS) certificate before applying for a Visa. If You are a student who is required to apply for an ATAS certificate, You will be notified in your Written Confirmation and gaining this certificate will be a

condition of the Written Confirmation. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.

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

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

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

4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions, King's may: refuse to admit, enrol, or re-enrol You, or may, on written notice, withdraw your Visa sponsorship or terminate your studies (as set out in Sections 4.1.6 and 8.1). If King's refuses to register You, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.

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

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

4.3 Disabled applicants and students

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

4.3.2 King's endeavours to offer an environment that encourages positive sharing but also acknowledges that it is the individual's decision whether to share or not. We encourage students to share any disability at the earliest opportunity and ideally in their Application. 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 us at the earliest opportunity so that they are aware of the support available.

4.4 **Criminal offences**

4.4.1 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.

5. STUDENT OBLIGATIONS AND COURSE DELIVERY

5.1 **Your obligations**

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

5.1.2 You agree to:-

(a) comply with these Terms and Conditions;

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

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

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

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

5.1.3 Unless we inform You otherwise, the Course shall be delivered in the English language and it is your responsibility to ensure that You are proficient in the English language to the extent necessary to participate in the Course.

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

5.2 **Enrolment**

5.2.1 To begin study on your Course, You must:-

(a) have paid any amounts that are due (as outlined in the Course Information); and

(b) have supplied specific identity documents if requested by King's in the Written Confirmation.

5.3 **Course delivery**

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

(a) in-person through face-to-face teaching;

(b) online using distance learning methods; or

(c) using a blended approach of in-person face-to-face teaching and online delivery.

5.3.2 The method of delivery for your Course, timetable, class hours and location will be stated in the Course Information. If King's has to change the method of delivery of your Course, this may constitute a change to your Course. Please see Section 11 for further details.

6. ONLINE COURSES

6.1 Online virtual learning environment

6.1.1 We may provide You with login details for a virtual learning environment or other online platforms (for example KEATS). 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 the virtual learning environment at all times.

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

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

6.2 Teaching and assessment information

6.2.1 You may learn via a variety of formats, including the following:-

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

(b) '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;

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

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

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

6.2.3 No regular webinars will take place on recognised UK public holidays.

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

6.3 Technology and system requirements

6.3.1 If all or part of your Course is delivered online, You may be required to provide and have access to the following IT equipment and facilities in order to access Microsoft Teams and KEATS and to participate on the Course:-

(a) a personal computer or tablet;

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

(c) a microphone and webcam.

6.3.2 If all or part of your Course is delivered via KEATS or Microsoft Teams, it 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.

6.3.3 If all or part of your Course is delivered via KEATS or Microsoft Teams, your personal computer and webcam will require the following minimum specifications in order for You to be able to access the course/course materials:-

(a) **Hardware**

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

(ii) 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.

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

(b) **Operating System**

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

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

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

(iv) iOS: iOS13 or iOS14.

(c) **Internet Connection**

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

(d) **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.

(e) **Other Software Requirements**

(i) 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 will need to be downloaded and installed, which will require some administrator privileges.

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

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

7. TUITION FEES

7.1 Amount of tuition fees

7.1.1 The amount of your tuition fees and any applicable Sales Tax are set out in the Course Information. Your Written Confirmation may also include details of any applicable Sales Tax. Further information about Sales Tax can be found here. It is your responsibility to pay your tuition fees and any applicable Sales Tax in accordance with the payment terms set out in these Terms and Conditions.

7.1.2 Subject to the terms of this Section 7, tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.

7.1.3 Tuition fees are set, reviewed and published by King's throughout the year.

7.1.4 It is possible that, despite our reasonable care, tuition fees may be incorrectly priced in the Course Information. We will normally check the tuition fees on your Application so that, where the actual tuition fees at your Application date are less than the stated tuition fees at your Application date, we will charge the lower amount or provide You with a refund if You have already paid. If the actual tuition fees at the date of your Application are higher than the tuition fees stated to You, we will contact You for your instructions before we accept your Application.

7.2 **Additional costs**

7.2.1 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 will be detailed in the Course Information ("**Additional Costs**").

7.2.2 We strongly advise that You do not book any accommodation, travel, time off work, insurance, or incur any other costs that You may not be able to recover, more than 42 days from the beginning of the Course.

7.2.3 We strongly advise that You do not purchase any text or work books until after the first lesson has taken place. Books will not be required for the first lesson, unless we inform You otherwise.

7.3 **Sponsored students**

7.3.1 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 must notify us in the relevant section when submitting your Application.

7.3.2 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 the student and shall be payable within 14 days. If You are receiving part funding of your tuition fees from your sponsor then the part that is self-funded will be invoiced to You in the same way as for other self-funding students, and the amount and date(s) for payment will be specified in the Course Information.

7.3.3 If You or your sponsor think an invoice is incorrect please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.

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

7.4 **Making Payment**

7.4.1 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 Section 4.1.1.

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

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

7.4.4 Please take care when deciding how to pay your tuition fees and any applicable Sales Tax and be aware of frauds and scams to help protect yourself. King's advertised methods of payment are its preferred ways of receiving your fees as they are safe and secure, so if

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

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

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

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

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

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

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

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

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

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

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

7.5.1 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 You will not be registered onto your Course.

7.5.2 If You require any further information on the payment of tuition fees then please contact professionaleducation@kcl.ac.uk.

7.5.3 A student who withdraws or interrupts from their Course may be entitled to a pro rata tuition fee refund depending on the circumstances and at King's discretion (acting reasonably). Further information is set out in Section 9.

7.5.4 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.

7.5.5 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.

7.6 **Tuition fee variations**

7.6.1 Your tuition fees are fixed for the duration of your Course however if your studies are interrupted for any reason, the tuition fees when You begin or resume your studies may have increased, to reflect the current Course tuition fees payable by students, on the basis set out below.

7.6.2 If your studies have been interrupted for any reason and the tuition fees for your Course has increased then You will be liable to pay the difference between the tuition fees You originally paid and the latest tuition fee amount applicable for your Course at the time of your return.

7.6.3 Details of your tuition fees and any applicable Sales Tax will be set out in the Course Information.

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

7.6.5 King's will give affected students as much notice as reasonably possible (and where possible at least three months' written notice) of any liability for Sales Tax or a change in the rate of Sales Tax. Further information on Goods and Sales Tax can be found here.

7.6.6 King's reserves the right to increase the tuition fees for the Course for each new student intake, reflecting the changes in costs of delivering the Course, improving the educational services it provides, 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. If You return to your studies following a period of interruption or suspension King's therefore reserves the right to increase your tuition fees to reflect the current Course tuition fees payable by the latest intake of students (subject to Section below).

7.6.7 Any tuition fee increase for students following a period of interruption or suspension shall not exceed a 7% (seven percent) increase on their previous tuition fee for the Course.

7.6.8 Where tuition fee increases are applied, King's will aim to give affected students (if applicable) no less than three months' written notice before the start of the Course to which the fee increase is intended to apply.

7.6.1 If King's notifies You that your tuition fees will be increasing, that You are liable for Sales Tax during your Course, or the rate of Sales Tax is increasing, and You are unhappy with the increased fees, You may end your Contract with us provided that You inform us in writing no later than two weeks of King's notifying You of the increase, using the Cancellation Form at the end of these Terms and Conditions. The effect of ending your Contract is that You will not incur fees for the remainder of your Course 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.

8. **KING'S CANCELLATION RIGHTS**

8.1 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:-

8.1.1 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);

8.1.2 You do not pay your tuition fees, applicable Sales Tax or Additional Costs within 14 days of us notifying You that your fees are outstanding;

8.1.3 a Force Majeure Event prevents us from providing your Course for longer than 4 weeks (whichever is shorter);

8.1.4 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);

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

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

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

8.2 If we cancel the Contract in accordance with Section 8.1, depending on the circumstances and at all times acting reasonably, we may provide You with a pro-rata tuition fee refund based on the date of termination. We will refund any tuition fees and applicable Sales Tax which You have overpaid within 14 days of the date of termination.

8.3 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.

9. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

9.1 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 receive your Written Confirmation from King's.

9.2 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:

9.2.1 contacting King's by email at professionaleducation@kcl.ac.uk; or

9.2.2 using the Cancellation Form at the end of these Terms and Conditions, but You do not have to use the model form.

9.3 Subject to Section 9.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee and applicable Sales Tax payment received from You as soon as we can, and no later than 14 days after the day on which You informed us of your decision to cancel the Contract. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

9.4 If your Course is due to begin within 14 days from the date You receive your Written Confirmation, 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:

9.4.1 for Courses delivered either in person, or in person and online You may receive a partial refund of your tuition fees and any applicable Sales Tax. Any refund will be calculated based on the portion of teaching received up to the date You notify us of your decision to terminate your Contract and a proportionate share of the costs incurred by King's in preparing for the Course;

9.4.2 for Courses delivered either in person, or in person and online and the entirety of your Course has been delivered within the Cancellation Period prior to the date You notify us

that You are terminating your Contract, You shall not be entitled to a refund of any tuition fees or applicable Sales Tax;

9.4.3 for online only Courses where You have not accessed the Course via the relevant virtual learning environment or other online platform, we will reimburse any tuition fee and applicable Sales Tax payment received from You (minus any costs incurred by King's in preparing for the Course) 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; and

9.4.4 for online only Courses where You have accessed the Course via the relevant virtual learning environment or other online platform, You shall not be entitled to a refund of any tuition fees or applicable Sales Tax.

9.5 If You cancel the Contract after the Cancellation Period has expired depending on when You cancel the Contract You may receive a refund of your tuition fees and any applicable Sales Tax, as set out in the table below:

Date of termination	**Percentage of tuition fees refunded**
More than 42 days before the Course start date	100%
Between 42 and 21 days of the Course start date	75%
Between 20 and 14 days of the Course start date	50%
Less than 14 days before the Course start date or after the Course has begun	0% (subject to Section 9.4.1)

9.6 We do not offer refunds for lessons which 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.

10. COURSE MATERIALS

10.1 The tuition fees include the cost of any Course Materials, unless otherwise stated in the Course Information.

10.2 Any Course Materials shall be provided to You prior to them being required for the Course.

10.3 If You terminate the Contract for any reason after Course Materials have been despatched to You or You have received them, You must return them to us. You must either return the Course Materials in person to where You collected them, post them back to us at King's College London, Strand, London WC2R 2LS or (if they are not suitable for posting) allow us to collect them from You. Please call us on +44 (0)20 7836 5454 or email us at professionaleducation@kcl.ac.uk for a return label or to arrange collection.

10.4 We will pay your costs of returning the Course Materials:

10.4.1 if the Course Materials are faulty or misdescribed (we have a duty to provide the Course Material in conformity with the Contract); or

10.4.2 if You are ending the Contract for the reasons listed in Sections 11.4.1, 11.4.5, or 11.5.3.

10.5 In all other circumstances (including where You terminate the Contract during the Cancellation Period in accordance with Section 9) You must pay the costs of returning the Course Materials.

11. KING'S OBLIGATIONS TO STUDENTS

11.1 Changes to Academic Regulations, Policies, Procedures and Codes

11.1.1 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 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 intake of the Course. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.

11.1.3 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.

11.2 Changes to Courses

11.2.1 Once You have received your Written Confirmation, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on your Course circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):-

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

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

(c) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;

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

(e) 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 received your Written Confirmation, 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 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 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.

11.3.2 Any Course closure will entitle You to a full refund of any tuition fees and applicable Sales Tax You have paid. Any refund will be made within 14 days of the date of termination of your Contract.

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

Changes to Courses before Course commencement

11.4.1 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 Written Confirmation and/or Course Information and as reasonably determined by us) before your Course commences, we shall bring the changes to your attention as soon as possible and if You no longer wish to continue on the amended Course, You may either:

(a) terminate the Contract and/or withdraw your Application for the Course without any liability to us for tuition fees and with King's issuing You with a full refund of any and all tuition fees and Sales Tax You have paid; or

(b) transfer to another Course (if any) as may be offered by us for which You are qualified.

Changes to Courses or closure of Courses post Course commencement

11.4.2 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).

11.4.3 In the case of minor changes as reasonably determined by us (for example, minor variations to Course 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.

11.4.4 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 which are to students' benefit will not normally be "substantial".

11.4.5 If we make substantial changes to your Course (as against the commitments made in your Written Confirmation and/or Course Information and as reasonably determined by us) after You have commenced your Course 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.

11.4.6 If You agree to transfer to an alternative Course as may be offered to You by King's (and for which You have the requisite qualifications), You will only be liable to pay the lower of the total tuition fee for the original Course, or the alternative Course, and we will reimburse You if there is any difference in the total tuition fees.

11.4.7 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 sending an email to professionaleducation@kcl.ac.uk. The effect of terminating your Contract is that we will refund You in full any tuition fees and Sales Tax paid to date.

11.4.8 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.

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 reasonable 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 reasonable control, provided we fully comply with our obligations under this Section 11.5. 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**").

11.5.3 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. If a Force Majeure Event results in the complete inability to deliver your Course for a continued period of four weeks or more then You will be entitled to: terminate your Contract with immediate effect by contacting us at professionaleducation@kcl.ac.uk or in writing.

11.5.4 Should You terminate your Contract pursuant to Section 11.5.3, to a we will refund You in full any tuition fees and Sales Tax paid to date.

11.5.5 You should consider your options carefully before terminating your Contract, for example whether You are able to transfer to an alternative programme at King's or an alternative higher education institution and You may wish to contact the Student Advice Service to discuss this. Further information is available here.

11.6 **Compensation**

11.6.1 Where You terminate your Contract pursuant to this Section 11, You may be entitled to compensation pursuant to our Student Protection Plan.

11.7 **Limitation of our liability to You**

11.7.1 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.

11.7.2 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 11.5; 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.

12. **DEFERRALS**

King's is unable to defer places for short courses.

13. **COMPLAINTS**

13.1 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.

13.2 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**".

13.3 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.

14. **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.

15. 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.

16. DATA PROTECTION

16.1 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.

16.2 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 and Research Data Management Policy.

17. GENERAL

17.1 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.

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

17.3 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.

King's College London - Open Enrolment Short Courses

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To King's College London, Strand, London WC2R 2LS
Tel: +44 (0)20 7836 5454 / Email: professionaleducation@kcl.ac.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate