
**TERMS AND CONDITIONS FOR THE PREPARE
FOR POST-GRADUATE COURSE 2024/25**

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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 kings-foundations@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 Prepare for Post-Graduate courses.

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
" Cancellation Period "	has the meaning set out in Section 9.1
" Contract "	has the meaning set out in Section 3.1
" Course "	means the Prepare for Post-Graduate course 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
" 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) as amended
" Force Majeure Event "	has the meaning set out in Section 10.5.2
" 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 and Procedures"	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
"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
"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
"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 and Procedures.
- form the contract between You and King's in relation to your Course (the "**Contract**").
- 3.2 In the event of any conflict between a provision in these Terms and Conditions and the other documents forming part of the Contract, these Terms and Conditions shall take precedence.
- 3.3 The Contract is subject to these Terms and Conditions and is created once You receive the Written Confirmation.

4. APPLICATION

4.1 Application

- 4.1.1 To apply for the Course You must hold an offer for a post-graduate programme at King's.
- 4.1.2 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.
- 4.1.3 When submitting your application to study at King's You must either:
 - (a) make full payment of your tuition fees; or
 - (b) provide details of the sponsor who has agreed to pay your tuition fees.
- 4.1.4 Further details of the tuition fees, and how to make payment are set out in Section 7.
- 4.1.5 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 paid to date.
- 4.1.6 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.
- 4.1.7 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw You from your Course.
- 4.1.8 King's may refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your studies or research activity require, which may include:-
 - (a) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
 - (b) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - (c) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
 - (d) requiring permission to study in the UK, or failing to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions.

4.2 VISA requirements

- 4.2.1 All students registered at King's must have the right to study in the UK throughout their Course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK at the point of enrolment. We will also request a copy of such evidence during the application process.
- 4.2.2 King's is required by law to verify that You have immigration permission to study in the UK. If You are subject to UK immigration control, and where the UK government requires us to obtain it, You will need to provide original evidence of your valid immigration status confirming that You have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit (BRP) or an entirely digital status (i.e. no physical documentation). You will also be required to provide your contact details (including UK address (where relevant), home telephone number and/or mobile telephone number). We will also request a copy of

such evidence during the application process. If You are subject to UK immigration control, You will need to continue to hold valid immigration status confirming that You have the right to study throughout your Course and we will require evidence from You. Such evidence must be provided at the start of each academic year. If You hold limited permission to remain which is due to expire during your Course, You will be required to demonstrate to us that You have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If You fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent You from registering on your Course or withdraw You from your Course (as set out in Sections 4.1.8 and 8.1).

- 4.2.3 If You require a visa to study at King's it is your responsibility to obtain the appropriate visa before starting your Course. By agreeing to these Terms and Conditions, You also agree to abide by the terms and conditions of your visa throughout your Course. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your particular immigration status can be found on the [Government's Visa and Immigration website](#). The terms and conditions of your visa take precedence over these Terms and Conditions to the extent that there is any inconsistency between them.
- 4.2.4 If You need to be sponsored under the Points Based System for a Student Visa to come to the UK to study, subject to our assessment, King's may issue You with a Confirmation of Acceptance for Studies ("**CAS**"), but King's is under no legal obligation to do so.
- 4.2.5 If King's sponsors You under the Student Visa route, You agree to comply with the conditions of your stay in the UK and You agree to make relevant notifications to King's. King's complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated course, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to King's providing UKVI with any information required pursuant to King's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control. You must inform King's immediately if there are any changes whatsoever to your details or immigration status at any time before or after registration, and during your Course.
- 4.2.6 Some international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an ATAS certificate before applying for a visa. If You are a student who is required to apply for an ATAS certificate, King's will notify You separately. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your Course.
- 4.2.7 On occasion, King's may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or related sharing with UKVI of your Personal Data will be carried out in accordance with the Data Protection Legislation. Please refer to King's [Data Protection Policy](#), for more information about how King's processes your Personal Data.
- 4.2.8 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.
- 4.2.9 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. King's is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.
- 4.2.10 If You lack the required permission to study in the UK, or You fail to demonstrate that You have the correct immigration permission, or to comply with any immigration conditions, King's may: refuse to admit, enrol or re-enrol You, or may, on written notice, withdraw your visa sponsorship or suspend or terminate your studies (as set out in Sections 4.1.8 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 Student Route visa holder takes a Leave of Absence, then their visa may be cancelled in accordance with UK government requirements and King's may be required to report the Leave of Absence to UKVI, which may lead to the curtailment of the Student Route visa. Student Route visa holders in this case will be required to obtain a new visa, 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 a Graduate Route visa. King's shall not be responsible for any changes in UK visa legislation 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 providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs when issues are identified. Disabled applicants and students, including those with long term medical and mental health conditions, and Specific Learning Difficulties, are encouraged to engage with the information and advice available and inform King's at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments are implemented in a timely manner.
- 4.3.2 We recommend that You access the information [here](#) about support at King's and contact King's Disability Support and Inclusion Team for further support, including linking with relevant contacts at King's as appropriate.

4.4 **Criminal offences**

- 4.4.1 If You are 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 [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 and Procedures.
- 5.1.2 You agree to:-
 - (a) comply with these Terms and Conditions;
 - (b) comply with the Academic Regulations and Policies and Procedures;
 - (c) maintain and evidence an immigration status that entitles You to undertake your Course; and
 - (d) fulfil the academic requirements of your Course, including but not limited to, attendance at lectures, seminars, and any such other teaching forums provided by us.
- 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.

5.3 **Course delivery**

5.3.1 The Course shall be delivered on-campus through face to face teaching.

5.3.2 Your timetable, class hours and study location 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 10 for further details.

6. **ONLINE VIRTUAL LEARNING ENVIRONMENT**

6.1 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.

6.2 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.

6.3 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.

7. **TUITION FEES**

7.1 **Amount of tuition fees**

7.1.1 The amount of your tuition fees is set out in the Course Information. 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.

7.1.2 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.

7.2 **Additional costs**

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

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 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 in accordance with the payment terms and conditions set out in the Course Information.

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 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 by cheque.

7.4.6 King's does not accept payment of tuition fees 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.

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 in accordance with the payment terms set out in these Terms and Conditions King's will send You a written notification requesting that You make payment within 14 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-
- (a) You may be prohibited from using library or computing facilities or services;
 - (b) You may be prohibited from accessing online Course content and / or discussion forums;
 - (c) You may be prohibited from attending classes;
 - (d) your registration may be terminated;
 - (e) You may not be allowed to complete your Course; and/or
 - (f) we may not issue your certificate of attendance.
- 7.5.2 For further information on the process and consequences of late payment (including if You are having difficulties paying on time and need further help and advice), please see [here](#).
- 7.5.3 A student who withdraws or interrupts from their Course 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 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 or suspended 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 Details of your tuition fees will be set out in the Course Information.
- 7.6.3 King's reserves the right to increase the tuition fees for the Course each year 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 7.6.4 below).
- 7.6.4 Any tuition fee increase for students returning to their studies following a period of interruption or suspension shall not exceed a 6% (six percent) increase (or in accordance with the preceding November's rate of CPI if higher) on their last academic year's tuition fee for the Course.
- 7.6.5 Where tuition fee increases are applied, King's will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.

- 7.6.6 If King's 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 email kings-foundations@kcl.ac.uk or inform us 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 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. 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.

8. KING'S CANCELLATION RIGHTS

- 8.1 Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:-
- 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 form);
 - 8.1.2 You do not pay your tuition fees or Additional Costs within 14 days of us notifying You that your fees are outstanding;
 - 8.1.3 we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
 - 8.1.4 a Force Majeure Event prevents us from providing your Course for longer than 4 weeks (whichever is shorter);
 - 8.1.5 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 and Procedures (including, without limitation, in respect of your attendance or academic results);
 - 8.1.6 You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
 - 8.1.7 You break the Contract in any material way, and, where that situation is capable of being corrected, You do not correct it within 14 days of us asking You to do so; or
 - 8.1.8 You do not meet your obligations under a student visa or You no longer have immigration permission to study in the United Kingdom.
- 8.2 If we cancel the Contract in accordance with Section 8.1, You may be liable to pay a proportion of your tuition fees. We will invoice You for any outstanding tuition fees, which will be payable within 14 days of the date of invoice. Upon your request, we 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.
- 8.3 If You are suspended from participation on your Course, You may be excluded from attending lectures, classes or seminars, using our facilities or services, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 8.4 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, 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 sending a message through [King's Apply](#); or
- 9.2.2 contacting the King's Admissions Office by email or using the [Admissions Cancellation Form](#) but You do not have to use the model form.
- 9.3 Subject to Section 9.4, if You cancel the Contract within the Cancellation Period, we will reimburse any tuition fee 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 submit your application to King's, 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 for teaching received up until the date You notify us that You are terminating your Contract and a proportion of the costs incurred by King's in preparing for the Course.
- 9.5 If 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.
- 9.6 If You cancel the Contract after the Cancellation Period has expired, we will not refund payments received from You. Depending on when You cancel the Contract You may be obliged to pay a proportion of your tuition fees, 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 14 days of the Course start date	50%
Less than 14 days before the Course start date or after the Course has begun	0%

- 9.7 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.
- 9.8 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. KING'S OBLIGATIONS TO STUDENTS

10.1 Changes to Academic Regulations, Policies and Procedures

- 10.1.1 During your Course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your Course (see Section 10.2 for provisions concerning changes to Courses).

10.1.2 Any changes made under this Section 10.1 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.

10.1.3 The updated Academic Regulations, and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

10.2 **Changes to Courses**

10.2.1 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. The circumstances where changes may be made or required are (without limitation):-

- (a) where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;
- (b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements, or changes to immigration rules or other laws/regulations;
- (c) where 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
- (d) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.

10.2.2 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.

10.2.3 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.

10.3 **Closure of Courses**

10.3.1 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. The circumstances where Course closure may be made or required are (without limitation):-

- (a) where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of King's staff, or by other resources (e.g. temporary staff) that King's would normally engage in such circumstances;
- (b) where a teaching location becomes unavailable due to a Force Majeure Event; or

- (c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable.

10.3.2 Any Course closure and/or refund application in relation to a Course closure would be considered in accordance with our [Programme Closure and Suspension Policy](#) and [Student Protection Plan](#).

10.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before Course commencement

10.4.1 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 material changes to your Course (as described in your Written Confirmation and/or Course Information) before your Course commences, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

Changes to Courses or closure of Courses post Course commencement

10.4.2 Where changes or Course closure is proposed or have to be made for the reasons outlined at Sections 10.2 and 10.3 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).

10.4.3 In the case of minor changes as determined by us, 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.

10.4.4 In the case of substantial changes as determined by us, before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes which are to students' benefit will not normally be "substantial".

10.4.5 In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which we may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course we offer You or we are unable to offer You a suitable alternative Course, You may end your Contract by sending an email to kings-foundations@kcl.ac.uk. The effect of terminating your Contract is that your Course will terminate immediately. You will remain liable for any tuition fees incurred up to the date when your notice to us expires.

10.4.6 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.

10.5 Liability for acts outside our control

10.5.1 King's will do all that it reasonably can to provide your Course as described on our website and in the Course Information or other documents issued by King's to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.

10.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the capacity of King's to resolve; severe weather, fire, civil commotion, riot, 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 or failure of public utilities or transport systems/networks (a "**Force Majeure Event**").

- 10.5.3 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.
- 10.5.4 If such an 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 kings-foundations@kcl.ac.uk or in writing. You should consider your options carefully before terminating your Contract, for example whether You are able to transfer any existing academic credits to an alternative programme and You may wish to contact the Student Advice Service to discuss this. Further information is available [here](#).
- 10.5.5 If You decide to terminate your Contract in such circumstances, You will remain liable for tuition fees incurred up until the date when You inform us of your decision. You will have no liability for fees after that time, and You will be refunded any excess payment You have made.

10.6 **Limitation of our liability to You**

- 10.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:-
- (a) for death or personal injury arising from our own negligence; or
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) in respect of any other liabilities which may not be lawfully excluded or restricted.
- 10.6.2 King's shall not be liable and expressly excludes liability for:-
- (a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions, 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, flood, computer virus or any cause related to our computer facilities;
 - (d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
 - (e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
 - (f) any losses which were not foreseeable to You and us when this Contract was formed and that were not caused by any breach on our part.
- 10.6.3 Subject to Sections 10.6.1 and 10.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid or payable by You in respect of your Course.

11. **DEFERRALS**

King's is unable to defer places for the Prepare for Post-Graduate course.

12. **COMPLAINTS**

12.1 Once You have registered as a student of King's, if You have a complaint about us, please follow the [Complaints Procedure](#) in the Academic Regulations.

12.2 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**".

12.3 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](#).

13. **SAFEGUARDING**

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

14. **INTELLECTUAL PROPERTY**

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

15. **DATA PROTECTION**

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

15.2 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](#) and seek guidance with your tutor or supervisor from King's [Information Compliance Team](#).

16. **GENERAL**

16.1 You will be allocated a King's email account. All email communications from King's will be sent to that account and You are expected to use that account for all communications with us. You are expected to check your King's email account regularly. Any communication sent to You, by us, to your King's email account will be regarded as properly sent and received by You.

16.2 If any provision of the Contract between You and us is held to be void or unenforceable in whole or in part by any court or other competent authority, that Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

16.3 The Contract constitutes the entire agreement between You and us in relation to its subject matter.

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

16.5 These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.