TERMS AND CONDITIONS FOR THE PREPARE FOR POST-GRADUATE COURSE 2027/28

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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) and the Data (Use and Access) Act 2025 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
"**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
"**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
"**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)
"**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, 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 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 4.1.8, 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 King's may withdraw your application, or 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). Examples of why King's may withdraw your application or refuse to enrol You or withdraw You from your Course are (without limitation):-

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

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

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

(d) You provide information in your application that is later found to be false, fraudulent (including fraudulent payment), or misleading information or material omissions.

4.1.8 King's aims to offer a high quality admissions service. However, it recognises that students may at times have cause for complaint in relation to the admissions service. King's Admissions Policy explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

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. Such evidence must be provided at the start of each academic year. 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 4.1.7 and 8.1).In these circumstances, You will remain liable for tuition fees and any applicable Sales Tax on a pro-rata basis up to the effective date of withdrawal or termination in accordance with Section 9.6.

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, 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 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.

4.2.7 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.

4.2.8 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.

4.2.9 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 4.1.7 and 8.1). If the Offer is withdrawn, King's refuses to register You, your registration is terminated or if You choose to withdraw from your studies, this could affect the validity of your Visa and your ability to enter, study, work and/or remain in the United Kingdom.

4.2.10 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. 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.

4.2.11 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 on application. If You provide details of a disability support need in your application form, and King's makes You an Offer, King's will contact You and You will be encouraged to register with Disability Support and Inclusion. Students who choose not to share at the application stage or whose disability occurs during their studies are encouraged to share at any time thereafter. Students who identify that they have disability-related support needs are strongly encouraged to discuss these with the Disability Support and Inclusion Service at the earliest opportunity so that they are aware of the support available.

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, attendance at lectures, seminars, 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 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. 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 and outlined in these Terms and Conditions. Tuition fees are fixed for the duration of your Course. It is not possible to pay your tuition fees in instalments.

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 be 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 in the relevant section when submitting your application form.

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 and outlined in these Terms and Conditions.

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 42 days. If You fail to pay by the date specified in the written notification one or more of the following may happen:-

(a) You may be prohibited from 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 from their Course may be charged pro rata tuition fees to the date of withdrawal 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.

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 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 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, You may be liable to pay a proportion of your tuition fees. The amount of tuition fees You may be liable to pay will depend on the date of termination and will be calculated in accordance with the table in Section 9.6. If You are a self-funded student, 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, submitting assessments, taking tests/examinations, 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 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 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 we cancel the Contract, or You cancel the Contract after the Cancellation Period has expired, we will refund your tuition fees in accordance with 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, Procedures and Codes

10.1.1 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 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, 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.

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. 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.

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. Examples of where Course closure may be made or required are (without limitation):-

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

(b) where a Force Majeure Event, campus redevelopment or restructuring of King's means that a teaching location becomes unavailable; or

(c) there are an insufficient number of students enrolled on the Course meaning the continued running of the Course is financially unviable, and/or would lead to an unacceptable student experience.

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 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 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

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 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.

10.4.4 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".

10.4.5 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.

10.4.6 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.

10.4.7 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 kings-foundations@kcl.ac.uk. The effect of terminating your Contract is You may be entitled to a full or partial refund of tuition fees and You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

10.4.8 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.

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 reasonable 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 reasonable control, provided we fully comply with our obligations under this Section 10.5. 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**").

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. 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 kings-foundations@kcl.ac.uk or in writing.

10.5.4 Should You terminate your Contract pursuant to Section 10.5.3, You will have no liability for the next or subsequent academic terms and You may be entitled to a full or partial refund of tuition fees You have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our Student Protection Plan).

10.5.5 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.

10.6 **Compensation**

10.6.1 Where You terminate your Contract pursuant to this Section 10, You may be entitled to compensation pursuant to our Student Protection Plan.

10.7 **Limitation of our liability to You**

10.7.1 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.

10.7.2 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 10.5; 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.

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 Policy and 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 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.

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.

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

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