

General Terms and Conditions for Students

Contents

1	Definitions	3
2	Legal framework	3
3	Accuracy of information we provide about your course	4
4	Accuracy of information you provide to us	4
5	Applicants and students with disabilities	4
6	Your agreement to comply with King's regulations, policies and procedures	5
7 teri	Updates and changes to King's regulations, policies and procedures and to the ms and conditions	
8	Enrolment	9
9	Tuition fees and deposits	10
10	Tuition fee increases and your right to end your contract if your fees increase	11
11	Other Costs	13
12	When can we make changes to courses or close courses?	13
13	Disclosure and Barring Service checks	15
14	Criminal offences whilst you are enrolled at Kings	16
15 Baı	Offers and courses which are conditional on criminal records/Disclosure and rring Service, ATAS or Occupational Health checks	16
16	Visas: you must comply with any visa requirements	16
18	Your cancellation rights	17
19	Limitation of our liability to you and others	17
20	No liability for acts outside our control	18
21	How we use your personal data, students' rights and obligations	19
22	Governing law and jurisdiction	20

These terms contain important information concerning your agreement with King's and you should take time to read them before accepting a place at King's. Please contact King's for clarification if there is anything in these terms that you do not understand.

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 create obligations that are legally binding both on you and on King's. If you accept an offer to study at King's, these terms will form your agreement with us.

1 **Definitions**

In these terms:

"King's", "we", "us" and "our" refers to King's College London, Strand London WC2R 2LS

"You" and "your" refers to you the student or applicant. Please note that these Terms and Conditions apply to King's undergraduate courses, postgraduate taught courses, postgraduate research courses, blended courses, King's Online courses and courses operated by our English Language Centre.

Reference to accepting an offer at King's includes any such acceptance, regardless of whether it is on a "first choice" or "insurance choice" basis, in the case of undergraduate courses.

2 Legal framework

King's operates within a framework of laws which can apply to it in certain circumstances, for example:

- 2.1 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers' interests, which can include the interests of students and applicants.
- 2.2 The Counter-Terrorism and Security Act 2015, which contains provisions requiring universities to have due regard to the need to prevent people from being drawn into terrorism, and also to cooperate with a local panel which has "the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism".
- 2.3 The Data Protection Act 1998 (due to be replaced in May 2018 by the General Data Protection Regulation and a new Data Protection Act), which sets out the principles on which individuals' personal data may be processed.
- 2.4 The Education (No 2) Act 1986, which contains measures to ensure that

- freedom of speech within the law is secured for members, students and employees of King's and for visiting speakers.
- 2.5 The Equality Act 2010, which contains provisions promoting equality of opportunity and prohibiting unlawful discrimination, harassment and victimisation.
- 2.6 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedoms.

These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

3 Accuracy of information we provide about your course

3.1 King's makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study at King's. Occasionally it may be necessary to update a prospectus or course page, due to legitimate staffing, financial, regulatory or academic reasons. King's will endeavour at all times to keep any changes to such information to a minimum and to keep you informed appropriately.

4 Accuracy of information you provide to us

4.1 It is also important that you provide accurate information in your application to study at King's. If it is later found that your application contains false or misleading information or material omissions, then we may withdraw any offer to study at King's (and see also paragraph 6.4.7 as to other action that may be taken). If you disagree with any decision made by King's about this, you may ask the Director of Students and Education (or her/his nominee) to review such a decision within 14 days of the date it was notified to you. You will need to provide the Director of Students and Education (or her/his nominee) with any evidence in support explaining why you think the decision was wrong.

5 Applicants and students with disabilities

5.1 Students and applicants with disabilities are encouraged to notify King's at the earliest opportunity so that any appropriate support arrangements can be provided. We recommend that you contact King's Disability Advisory Service so

that they can help advise you and notify the relevant contacts at King's as appropriate.

6 Your agreement to comply with King's regulations, policies and procedures

- 6.1 By agreeing to these terms, you are also agreeing to comply with King's regulations, policies and procedures. These also contain some important provisions, including those outlined below. Section 7 below explains how King's may update its regulations, policies and procedures during your studies.
- There are important provisions concerning academic honesty and integrity, that we expect all students to embrace as members of King's academic community.

 A summary of how these principles apply is available here: https://www.kcl.ac.uk/policyhub/academic-honesty-integrity-policy
- 6.3 King's regulations can be found here: https://www.kcl.ac.uk/policyhub/academicregulations
- 6.4 These regulations include the "General Academic Regulations", the "Academic Regulations for Taught Programmes" and the "Academic Regulations for Research Degrees" which together set out:
 - 6.4.1 The awards that King's makes (different types of degree and other awards).
 - The requirements for approved programmes of study, including the circumstances and conditions under which King's may allow a period of study to be interrupted where a student is ill or has another adequate reason.
 - 6.4.3 The authority to confer degrees and other awards and to revoke such awards.
 - 6.4.4 The general entrance requirements, which specify conditions for admission to King's. As well as academic requirements, these include matters such as:
 - the requirement to provide satisfactory criminal records checks where appropriate (for example, teaching or medical students whose course includes a workplace placement);
 - (ii) to ensure that an appropriate visa is in place and that you

- have complied with the requirements of the UK immigration authorities:
- (iii) proficiency in English (including a requirement to provide certificated proof of competence in English).
- 6.4.5 Arrangements for credit transfers and recognition of previous study.
- 6.4.6 Requirements that students must comply with to enrol annually during each year of their course (or to enrol for each module where you are studying on a modular programme).
- 6.4.7 The power to terminate a student's registration, or possible disciplinary action if as an applicant they provided untrue or inaccurate information on admission.
- 6.4.8 The power to terminate a student's registration for:
 - (i) lack of academic progress; or
 - (ii) failure to meet the requirements of the programme, including failure at examinations; or
 - (iii) inappropriate behaviour in an "external environment" (for example in a placement); or
 - (iv) as a result of a "fitness for registration and practice hearing" (see paragraph 6.4.18 below for an explanation);or
 - (v) as a misconduct penalty (see paragraph 6.4.15 below).
- 6.4.9 The credit levels and minimum/maximum periods of study, assessment, examination and the requirements for academic progress, procedures for granting authorised absence from examinations and for granting extensions to assessment submission deadlines. A failure to observe these regulations may result in disciplinary action under the misconduct regulations (see paragraph 6.4.15 below).
- 6.4.10 The timescales for submission and examination of any thesis, requirements for registration and awards.

- 6.4.11 The limited grounds on which decisions of assessment boards or examiners may be challenged, and the possibility of further pursuing a complaint to the Office of the Independent Adjudicator for Higher Education.
- 6.4.12 Attendance, absence reporting and requirements about keeping in contact with King's.
- 6.4.13 Requirements for paying tuition fees, dates for payment of fees and what happens if fees are not paid, which may for example result in a student not graduating or not being allowed to reenrol, or being suspended.
- 6.4.14 Powers to suspend, interrupt or exclude students, for example for a breach of King's misconduct or health and safety regulations.
- 6.4.15 Provisions for investigating allegations of misconduct by students, and which may for example result in a student being expelled, awarded a zero mark, required to pay compensation for damage, required to undertake community service, or fined. The regulations also 7 set out provisions for appealing, and complaining to the Office of the Independent Adjudicator for Higher Education.
- 6.4.16 Requirements on students following any course, or part of course, which requires a Disclosure and Barring Service check as a condition of enrolment to also provide written notification of any subsequent criminal convictions during their time as a student (and see also paragraphs 13-15 below).
- Regulations which permit a student's registration to be suspended or even terminated where the grounds specified in the regulations are met. The grounds include poor attendance, inability to fulfil the programme requirements, lack of ability, persistent failure to respond to King's communications/instructions, or any other good academic cause. These Regulations also contain provision for the removal of a student from an external environment (for example, a work placement, or another higher education establishment) where a student fails to comply with the rules and regulations applicable to that external environment. The regulations also set out provisions for

- appealing, and complaining to the Office of the Independent Adjudicator for Higher Education.
- Regulations concerning fitness for registration and practice, which explain the particular rules applicable to students following a course of study which leads to a professional qualification registrable with a statutory regulatory body (for example, certain medical and teaching qualifications). The regulations explain which courses they apply to, and the requirement on King's to be satisfied that such students are fit to practise in the relevant profession. The regulations explain how concerns about fitness to practise are investigated, and that a student's registration may, for example, be suspended or terminated if the regulations are breached. The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator for Higher Education.
- 6.4.19 The Student Complaints Procedure, which explains the procedures which students should use if they have a complaint, including applicable time limits for lodging complaints, and which also explains where students can obtain assistance or advice in relation to complaints (or potential complaints). The regulations also set out provisions for appealing, and complaining to the Office of the Independent Adjudicator for Higher Education.
- 6.4.20 Regulations relating to King's Academic Board, which has responsibility for awarding degrees and other qualifications, and is also responsible for regulating student academic misconduct (for example, plagiarism by students) and student discipline.
- 6.4.21 Regulations which apply to anyone using King's library or IT services or facilities. **Breach of these regulations may be a disciplinary** matter under King's misconduct regulations (see paragraph 6.4.15). These regulations also explain what monitoring of IT and library facilities is undertaken, and in what limited circumstances the content of messages might have to be disclosed, in accordance with relevant legal frameworks.
- 6.5 King's policies include its Email Usage Policy, <u>breaches of which may be a disciplinary matter under the misconduct regulations</u> (see paragraph 6.4.15).

6.6 King's policies can be found here:

https://www.kcl.ac.uk/policyhub

7 <u>Updates and changes to King's regulations, policies and procedures and to these</u> terms and conditions

- 7.1 During your agreement with King's, King's may update and replace these terms and conditions as well as its regulations, policies and procedures from time to time in order to ensure that it operates efficiently for students, and meets relevant legal and regulatory obligations. Changes to these terms and conditions and King's regulations, policies and procedures will be appropriately notified to students. Such changes will not affect the content of your course (see section 12 for provisions concerning changes to courses), but might consist of matters such as updates to King's disciplinary regulations or changes to procedures owing to changes to regulatory requirements.
- 7.2 Before making substantial changes in respect of current students, King's will seek students' views (for example by consulting with King's Students' Union)_before implementing the changes and will give students not less than 2 months' notice of such proposed substantial changes. In the case of such substantial changes, except where the change is clearly to students' benefit, students will have the opportunity of ending their contract with King's before the change comes into effect. You may do this by contacting Registry Services (registry services@kcl.ac.uk), in which case your studies with King's will terminate. You will remain liable for any fees incurred up to the date you notify us of your decision. You should consider your options carefully before deciding to end your contract. You may for example want to investigate whether you might be able to transfer any credits you have accumulated to other courses or institutions, as well as matters such as your accommodation costs.

8 Enrolment

8.1 It is a requirement whenever you enrol for your course (see 6.4.6 above) that you comply with King's enrolment procedures, which are explained on our website. These include requirements to supply specified identity documents, and also to confirm your agreement to King's "declaration of enrolment" which reminds students of some of the important rules and regulations which are referred to in these terms.

9 Tuition fees and deposits

- 9.1 Non-payment or late payment of tuition fees
 - 9.1.1 If your tuition fees are not paid when they are due, this can result in you being suspended, not being allowed to enrol, or not being allowed to graduate. The full provisions explaining this are set out in The General Academic Regulations (see 6.4 above).
 - 9.1.2 Please also note that the regulations also provide that <u>interest may</u>

 <u>be charged</u> on unpaid fees, and that <u>debt collection fees may be</u>

 <u>recovered</u> from you, and also that an <u>administration fee of £25</u> may

 be charged in respect of dishonoured cheques.

9.2 Amount of tuition fees:

- 9.2.1 The amount of your tuition fees may vary depending on whether your fee status is classified as "Home/EU" or "Overseas". Your fee status is assessed as at the first day of each academic year of your course. Information about fees and funding is available on our website here: https://www.kcl.ac.uk/student-fees
- 9.2.2 The amount and payment date(s) for your tuition fees are set out in your offer letter.

9.3 Deposits

- 9.3.1 Details of the amount of any deposit you are required to pay and the date for payment of your deposit are also set out in your offer letter.
- 9.3.2 The deposit paid will be credited against the first instalment of fees that you are due to pay.
- 9.3.3 Deposits are non-refundable except where:
 - (i) you cancel your acceptance of a place within the stated cancellation period (see paragraph 18); or
 - (ii) King's is unable to confirm your place on the course because you do not meet the conditions of your offer of a place; or
 - (iii) you are unable to obtain a student visa necessary to study on the course and King's is satisfied that the failure to

obtain the visa was not your fault.

9.4 Sponsored students

- 9.4.1 In the case of sponsored students studying at King's on Study Abroad programmes (see <u>Study Abroad at King's</u>) and also those whose fees are being paid by their "home" university, you are not required to provide a valid sponsor letter. If you are in any doubt as to whether you fall into either of these categories, please contact the Admissions Office via "King's Apply".
- 9.4.2 Otherwise, if you are a student being partly or fully sponsored by an external corporate body agreeing to pay your tuition fees, you should provide a valid sponsor letter on or before enrolment.
- 9.4.3 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. A student sponsored by a friend or relative will be regarded as responsible for their own fees. 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 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 your offer letter.
- 9.4.4 Where King's is informed directly by Student Finance England and/or the NHS of approved funding, the relevant body will be invoiced directly for payment. Any balance of fees not covered by such funding will invoiced to you and payable under the terms set out under "Selffunding home and EU undergraduate students" above.

10 Tuition fee increases and your right to end your contract if your fees increase

10.1 Most courses last several years and it is therefore likely that tuition fees will increase annually, reflecting the changes in costs of delivering your course 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.

- 10.2 In such cases, King's reserves the right to increase fees annually to recognise these changes. Fee increases for Home/EU fee status students are subject to regulatory control by the UK Government. This may mean that higher tuition fee increases apply to overseas fees status students than to home/EU fee status students. Where such increases are necessary, King's will give affected students not less than 3 months' notice before the start of the academic year to which the fee increase is intended to apply.
- 10.3 In any event, an annual increase in tuition fees will not exceed the cap specified in this section (10). This does however mean that students entering the second, or later years of study may be charged fees which increase in each year of study. However, unless the increase is required to comply with legislation or regulatory requirements, such a fee increase for current students shall not exceed a 5% increase on the previous academic year's tuition fee for the course in question. For new students, the level of the fees in your first year will be set out on our website and in your offer letter.
- 10.4 Any such increase shall also be subject to any restriction on such increases imposed by legislation or regulatory requirements.
- 10.5 If King's notifies you that your fees will be increasing, you may end your contract with us provided that you let Registry Services know by email (registry services@kcl.ac.uk) or in writing no later than two weeks before the start of the academic term for which the fee increase is due to take effect. The effect of ending your contract is that you will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect. 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 studies with them, and to check what fee increases they might be contemplating. You may also want to consider other matters such as accommodation and travel costs.
- 10.6 If you <u>defer entry</u>, <u>or your studies are suspended for any reason</u>, the fees when you commence or resume your studies may have increased, on the basis set out above.

11 Other Costs

11.1 You are responsible for your own living expenses, travel and accommodation costs. If the course you are studying requires other costs to be incurred as part of the course (for example if there is a compulsory field trip), then this will have been notified to you.

12 When can we make changes to courses or close courses?

- 12.1 King's will only make changes to courses, or close courses after the acceptance of an offer in the limited circumstances set out below. Examples of "changes" include changes to the content or structure of courses, 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:
 - 12.1.1 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; or
 - 12.1.2 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.
 - 12.1.3 Where a teaching location becomes unavailable for reasons outside King's control, for example because of flooding.
 - 12.1.4 Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how King's is required to operate because of changes to a professional body's requirements (e.g. for medical students where the General Medical Council issues new guidance), or changes to immigration rules or other laws/regulations.

- 12.1.5 Where King's decides for academic or operational reasons to revise the optional modules that are available on your course.
- 12.2 Where changes or course closures are proposed or have to be made for the reasons outlined at paragraph 12.1 above, King's will take all reasonable steps to minimise disruption to students.
- 12.3 In the case of substantial changes (for example, closing a course during a student's studies), this will include consulting with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- In the case of substantial changes, you will be given the option to end your contract by giving Registry Services at least two weeks' notice by email (registry services@kcl.ac.uk) or in writing if you are adversely affected by the change. The effect of ending your contract is that you will not incur fees for the next or subsequent academic terms and your studies with King's will terminate. You will remain liable for any fees incurred up to the date when your notice to us expires. 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 studies with them, and to check what fee increases they might be contemplating. You may also want to consider other matters such as accommodation and travel costs.
- 12.5 It would be exceptional for a course at King's to be closed. If it is ever necessary to close a course to new entrants, King's preferred approach would be to continue to teach the current students on that course until they have completed their studies. If exceptionally this is not possible, as part of the approach at 12.2 above, King's will explore other options with the affected students, for example by considering whether:
 - 12.5.1 current students' courses can be completed at another institution; or
 - 12.5.2 current students can be offered places on alternative courses at King's.

- 12.6 In the case of applicants who have accepted offers but not commenced their studies when, exceptionally, a decision is taken to close the course and not admit new students, King's will again explore other options for those applicants, including whether places can be offered on alternative courses at King's.
- 12.7 King's may also decide to close a course before an applicant has accepted an offer from King's, in which case it will withdraw the offer promptly. Again, such a decision would only be made exceptionally, but King's might decide to do this for example where there has been insufficient interest in the course, which will adversely impact the student experience, or where a key member of staff leaves and King's considers it unlikely to be able to replace that individual in time.

13 <u>Disclosure and Barring Service checks</u>

- 13.1 King's is very mindful of any duties it may have under the Safeguarding Vulnerable Groups Act 2006 (as amended) ("SVGA"). These duties may apply (for example) in the case of:
 - 13.1.1 Students who are aged under 18; or
 - 13.1.2 Students who are "vulnerable adults"; or
 - 13.1.3 Students, for example medical or teaching students on work placements, who may come into contact with vulnerable adults or children during the course of their studies.
- 13.2 King's expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults (for example, hospital patients) and to report any such concerns they may have, however apparently trivial, as soon as possible to the relevant safeguarding officer (who may be the safeguarding officer at a school or hospital, in the case of a placement).
- 13.3 The SVGA may require King's to:
 - 13.3.1 Check whether certain individuals are barred from undertaking activities regulated by the SVGA, and/or to undertake criminal record checks; and
 - 13.3.2 Supply certain information about individuals to the Disclosure and Barring Service, for example, where King's considers someone to pose a risk of harm to children or vulnerable adults.

King's Safeguarding Policy explains in more detail how such matters should be approached, available on King's Governance Zone on our website.

14 Criminal offences whilst you are enrolled at Kings

14.1 Students must disclose to King's if they are convicted of "relevant criminal offences" at any time whilst they remain a student at King's. Details of what amounts to a "relevant criminal offence" differs for students involved on teaching, health and clinical programmes (for example, medicine, pharmacy and nursing). Further details of King's policy on such disclosure is set out on King's Governance Zone on our website (and see also paragraph 6.4.16 above).

Offers and courses which are conditional on criminal records/Disclosure and Barring Service, ATAS or Occupational Health checks

- 15.1 King's may withdraw an offer, refuse to admit you or may withdraw you from your course or research activity, 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 offer, studies or research activity require:
 - 15.1.1 Satisfactory criminal record/disclosure and barring service checks;
 - 15.1.2 An Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
 - 15.1.3 Satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities).
- 15.2 If you believe a decision by King's in respect of such matters is incorrect, you may invoke the relevant complaints procedure.

16 <u>Visas: you must comply with any visa requirements</u>

16.1 If you require a visa to study in the UK, it is your responsibility to ensure that you have the correct visa throughout your course. You must comply with any conditions that apply to your visa, including as to attendance, and our requirements for monitoring attendance. If you fail to comply with any conditions, King's may be obliged to report this to the UK immigration authorities in order to comply with King's own duties under immigration law. If you lack the

required permissions to study in the UK, or if you do not comply with the conditions attached to any permission then King's may refuse to admit or enrol you, and may withdraw you from your course. If you believe such a decision is incorrect, you may invoke the Student Complaints Procedure (see paragraph 6.4.19).

17 Ownership of Intellectual Property

17.1 The ownership of intellectual property rights is subject to King's Code of Practice for Intellectual Property, Commercial Exploitation and Financial Benefits, available on King's Governance Zone on our website.

18 Your cancellation rights

- 18.1 You have the right to cancel your acceptance of a place at King's for any reason (including if you change your mind) during a fourteen (14) day cancellation period (the "Cancellation Period"), which will start on the day you accept an offer from King's.
- 18.2 To cancel your acceptance, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. We ask that you do this by sending a message through "King's Apply". Alternatively, you may contact the King's Admissions Office by letter or email. You may use the "Cancellation Form" (available on our website) to notify us of your decision to cancel by letter or email, but you do not have to use the model form.
- 18.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 18.4 If you cancel your acceptance within the 14 day Cancellation Period, we will reimburse any tuition fee payment including any deposit 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 your acceptance.

19 <u>Limitation of our liability to you and others</u>

- 19.1 Nothing in these terms and conditions will limit or exclude King's liability:
 - 19.1.1 for death or personal injury arising from our own negligence; or

- 19.1.2 for fraud or fraudulent misrepresentation; or
- 19.1.3 in respect of your rights to require repeat performance, or to a price reduction under the Consumer Rights Act 2015; or
- 19.1.4 in respect of any other liabilities which may not be lawfully excluded or restricted
- 19.2 Otherwise, our liability to you with respect to the provision of your course, the cancellation, postponement, or amendment or the course, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to the total amount of tuition fees paid by you in respect of the Course.
- 19.3 This means the limitation on our liability may apply if you make a claim for matters such as alleging that we:
 - 19.3.1 have not exercised reasonable care and skill (or have been negligent), for example in making admission decisions, or in delivering, assessing or supervising your course;
 - 19.3.2 have otherwise breached these terms and conditions; or
 - 19.3.3 have not delivered something that we promised we would deliver; or
 - 19.3.4 have made other kinds of misrepresentation about King's or your course.

The above list is not exhaustive, but is intended to indicate the most likely areas where the limitation of our liability may apply.

- 19.4 The limitation of our liability applies to the cumulative total of all claims that you make, whether or not they arise from the same or related facts. So if you successfully make a claim for 75% of the fees you have paid, and you later bring another claim in respect of different matters, the limitation of our liability for the second claim would be 25% of the fees you have paid.
- 19.5 For the purposes of paragraphs 19.1-19.4 "King's" also includes King's officers, employees and agents, and those paragraphs may be enforced by such officers, employees and agents. Otherwise, neither party intends that any of these terms will be enforceable by any third party.

20 No liability for acts outside our control

20.1 We shall also not be liable to you for delays in the delivery of the course arising

from matters outside our control. This includes but is not limited to: severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks. We would normally expect such delays to be short term, and we will take steps to minimise any disruption to your course.

- In the event that the delay results in the complete inability to deliver your course for an unbroken period of **four weeks** or more then you will be entitled to terminate your course with immediate effect by contacting Registry Services by email (registry services@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 course and you may wish to contact the Student Advice Service to discuss this. If you decide to terminate your course in such circumstances, you will remain liable for fees incurred up until the date when you informed us of your decision, but you will have no liability for fees after that time, and you will be refunded any excess payment you have made.
- 20.3 If you decide to terminate your contract part way through your course in these circumstances, the fees you have incurred for an academic year which has not ended will be calculated on the basis of 1/365 of your total fees for your course for the academic year in which you inform us of your decision.

21 How we use your personal data, students' rights and obligations

21.1 King's 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:

Student Data Collection Notice

The notice also explains certain rights that you have in respect of your personal data.

21.2 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement at a hospital) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such

data is used and shared). They should refer to relevant policies (for example King's policy, or a placement provider's policy if applicable) and seek guidance from their tutor or supervisor where appropriate. King's data protection policy is available here: <u>Data Protection Policy</u>

22 Governing law and jurisdiction

22.1 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.