GENERAL TERMS AND CONDITIONS FOR STUDENTS OF THE SUSTech – King's School of Medicine

For study beginning in 2026/27

CONTENTS

		Page
1.	INTRODUCTION	2
2.	DEFINITIONS	2
3.	THE CONTRACT	4
4.	APPLICATION AND ADMISSION	5
5.	STUDENT OBLIGATIONS AND COURSE DELIVERY	6
6.	TUITION FEES	7
7.	CANCELLATION RIGHTS	7
8.	YOUR CANCELLATION RIGHTS AND WITHDRAWAL	8
9.	KING'S OBLIGATIONS TO STUDENTS	8
10.	DEFERRALS	12
11.	COMPLAINTS	12
12.	SAFEGUARDING	12
13.	INTELLECTUAL PROPERTY	12
14.	DATA PROTECTION	12
15.	ONLINE VIRTUAL LEARNING ENVIRONMENT	13
16.	GENERAL	13

1. INTRODUCTION

1.1 King's College London and Southern University of Science and Technology have entered into a collaboration in order to create SKMed (as defined below). SKMed brings together both Universities to jointly develop and deliver courses that lead to double degree awards for students subject to the Cooperation Agreement between King's College London and Southern University of Science and Technology.

1.2 As a student of SKMed (as defined below), You will be registered at both King's and SUSTech (each as defined below) at the same time. For the avoidance of doubt, these terms and conditions apply solely to King's Modules (as defined below) of your JEI Programme which are delivered by King's. 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 enrol and register at King's (the "**Terms and Conditions**").

1.3 We explain below the basis upon which King's will deliver the King's Modules of your JEI Programme, 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. Please note that our obligations are limited to the King's Modules of your JEI Programme that we will deliver, in accordance with your Admission Letter, JEI Programme Information and contractual arrangement between King's and SUSTech. For the avoidance of doubt, we will not be liable for SUSTech's Modules (as defined below) of your JEI Programme which are delivered by SUSTech, in accordance with your Admission Letter and JEI Programme Information. If You accept the Admission Letter and enrol at King's, these Terms and Conditions will form your agreement with us. To enrol and register at SUSTech, You must follow the enrolment and registration procedures of SUSTech which are set out in the *Regulations on Administration of Undergraduates' Status of Southern University of Science and Technology.* Under no circumstances shall King's be held liable for your failure to enrol and register at SUSTech.

1.4 Please contact SKMed (as defined below) at SKMed@kcl.ac.uk for clarification if there is anything in these Terms and Conditions that You do not understand.

2. DEFINITIONS

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

"Academic Regulations"	means King's Academic Regulations
"Admission Letter"	means the admission letter You have received from SUSTech after meeting all the admission requirements applicable to your JEI Programme, which makes You eligible to enrol and register at King's
"Bespoke JEI regulations"	means the Academic Regulations developed specifically for JEI students
"Contract"	has the meaning set out in Section 3.1

"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 9.5.1
"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
"JEI Programme"	means the programme You study at the JEI, which is jointly delivered by King's and SUSTech, which includes both SUSTech Modules and King's Modules
"JEI Programme Information"	means subject to these Terms and Conditions, the description of the JEI Programme set out on our website SUSTech - King's School of Medicine (SKMed) (as at the date You have received and accepted the Admission Letter from SUSTech
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Kings' Modules"	means the core modules on the JEI Programme which are delivered by King's
"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 (including the Academic Regulations and Bespoke JEI Regulations) in force from time to time that are relevant to the JEI Programme and that are made available to You on our website King's Academic Manual (or otherwise provided to You
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax under UK law or PRC law, as the case may be
"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, as defined under the Data Protection Legislation
"SKMed" or **"JEI"**	means SUSTech-King's School of Medicine, a Joint Education Institute (JEI) operated in cooperation by SUSTech and King's
"SUSTech"	means Southern University of Science and Technology a public university located at No. 1088, Xueyuan Avenue, Xili, Nanshan District, Shenzhen, Guangdong, the People's Republic of China, 518055
"SUSTech Modules"	means modules on the JEI Programme which are not Kings' Modules and which are delivered by SUSTech and subject to the relevant requirements of SUSTech for module selection, including the General Education modules and any elective modules that are not explicitly indicated by the JEI Programme's timetable
"You" and **"your"**	refers to you the student or applicant

3. THE CONTRACT

3.1 By accepting SKMed's Admission Letter of a place on a JEI Programme (made on King's behalf) and by submitting your application via the admissions portal, You agree to accept these Terms and Conditions in full, which along with:

3.1.1 your Admission Letter;

3.1.2 the JEI Programme Information;

3.1.3 the Academic Regulations;

3.1.4 the Bespoke JEI Regulations; and

3.1.5 our Policies, Procedures and Codes,

form the contract in relation to your JEI Programme (the "**Contract**").

3.2 The Contract is subject to these Terms and Conditions and is created once the Admission Letter is accepted in accordance with Section 4.

4. APPLICATION AND ADMISSION

4.1 Application

4.1.1 You must meet the terms of your SKMed Admission Letter and satisfy all necessary legal and other requirements, as set out in Sections 4.1 and 4.2, to secure your place on your JEI Programme.

4.1.2 Your Admission Letter will be unconditional as You have already met the conditions of your SKMed Admission Letter once it has been issued to You by SUSTech (made on our behalf).

4.1.3 Where applicable, your Admission Letter may be withdrawn or amended, for any reason at any time before You accept your Admission Letter. Examples of why your Admission Letter may be withdrawn include where (without limitation):-

(a) You fail to demonstrate that You have the correct immigration permission to study in China, or fail to comply with any immigration conditions (if applicable);

(b) You provide information in your application to study, that is later found to be false, fraudulent (including fraudulent payment), or misleading information or material omissions; and/or

(c) King's offers You an alternative programme within JEI to the JEI Programme specified in your Admission Letter.

4.1.4 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 Disabled applicants

4.2.1 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.

4.2.2 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. We recommend You email skmed@kcl.ac.uk to provide details of any disability support You need at the earliest opportunity, and we will aim to ensure potential support options are discussed at the earliest opportunity and relevant adjustments are implemented in a timely manner.

4.3 Criminal offences

4.3.1 If You are applying to a course that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced criminal records check to study, You are required to tell us about your criminal record, if You have one. Please see our policy on Criminal Record Disclosure for more information.

4.3.2 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 the Kings' Modules of your JEI Programme in line with your Admission Letter, the Academic Regulations, the Bespoke JEI 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, the Bespoke JEI Regulations and Policies, Procedures and Codes all of which can be found on the King's Academic Manual webpage;

(c) maintain and evidence an immigration status that entitles You to undertake your JEI Programme (if applicable);

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

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

5.1.3 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 JEI Programme, You must:

(a) enrol at King's within 14 days of the start date of your JEI Programme. If You do not enrol within 14 days, we reserve the right to refuse to enrol You and withdraw You from your JEI Programme;

(b) have paid any amounts that are due on enrolment (see Section 6 below for further details); and

(c) have supplied specific identity documents as set out in the terms of your Admission Letter.

5.2.2 Students who are not enrolled at King's cannot attend classes or participate in assessments for any modules.

5.2.3 You must also enrol for each subsequent year of your JEI Programme (and for each module where You are studying on a modular JEI Programme).

5.3 JEI Programme delivery

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

(a) on-campus through face to face teaching in China;

(b) online using distance learning methods; or

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

5.3.2 The method of delivery for your JEI Programme will be stated in the JEI Programme Information. If King's has to change the method of delivery of your JEI Programme during an academic year, this may constitute a change to your JEI Programme. Please see Section 9 for further details.

6. TUITION FEES

6.1 You must pay your tuition fees for the JEI Programme to SUSTech. Further details in relation to the tuition fees and payments are set out in your registration documents with SUSTech.

6.2 You are responsible for your own living expenses, travel and accommodation costs (unless otherwise agreed in writing or set out in the JEI Programme Information). Additional costs that will be incurred on your JEI Programme, for example for compulsory field trips, will be detailed in the JEI Programme Information ("**Additional Costs**").

7. CANCELLATION RIGHTS

7.1 Subject to us complying with the Academic Regulations, the Bespoke JEI Regulations and Policies, Procedures and Codes, your Contract as well as your registration with King's may be cancelled at any time with immediate effect upon written notice if:

7.1.1 You have failed to meet the conditions of your Admission Letter, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your JEI Programme (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);

7.1.2 You do not pay your tuition fees to SUSTech, applicable Sales Tax or additional costs in accordance with the payment terms;

7.1.3 if a Force Majeure Event prevents us from providing your JEI Programme for longer than one term or 16 weeks (whichever is shorter);

7.1.4 You have failed to meet the requirements of your JEI Programme or fail to make sufficient academic progress, as set out in the Academic Regulations, Bespoke JEI Regulations or Policies, Procedures and Codes (including, without limitation, in respect of your attendance or academic results);

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

7.1.6 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.

7.2 If You are suspended from participation on your JEI Programme, 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 at our reasonable discretion.

7.3 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award.

7.4 We will notify SUSTech as soon as reasonably practicable of any cancellation or suspension arising under this Section 7.

8. YOUR CANCELLATION RIGHTS AND WITHDRAWAL

To cancel the Contract, You must notify SKMed writing. In accordance with SKMed's requirements and practices, if You withdraw before teaching of your JEI Programme commences then You may be entitled to a full refund of any tuition fees paid if You have met all the applicable conditions for such refund. If You withdraw from your JEI Programme after teaching has commenced then any refund will be calculated on a pro-rata basis, depending on the number of teaching weeks attended and in line with SKMed's requirements and practices in force at the time. Please note that any refund of tuition fees must be formally requested from either SKMed or SUSTech.

9. KING'S OBLIGATIONS TO STUDENTS

9.1 Changes to Academic Regulations, Bespoke JEI Regulations, and Policies, Procedures and Codes

9.1.1 During your JEI Programme, we may update and replace our Academic Regulations, the Bespoke JEI 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, Bespoke JEI Regulations and Policies, Procedures and Codes will be appropriately notified to students via email or the relevant website. Such changes will not affect the content of your JEI Programme (see Section 9.2 for provisions concerning changes to JEI Programmes).

9.1.2 Any changes made under this Section 9.1 will normally come into effect at the start of the next academic year. All reasonable steps will be taken to minimise disruption to students wherever reasonably possible.

9.1.3 The updated Academic Regulations, Bespoke JEI 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.

9.2 Changes to JEI Programmes (for Kings' Modules Only)

9.2.1 Once You have accepted your Admission Letter in accordance with Section 3, whilst we will use all reasonable efforts to deliver the King's Modules of your JEI Programme as set out in the Admission Letter and/or JEI Programme Information, circumstances may arise where we are required to make changes to your JEI Programme. Examples of "changes" include changes to the content or structure of your JEI Programme, 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;

(a) where a Force Majeure Event, 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 (e.g. for medical students where the General Medical Council issues new guidance), 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;

(d) where the JEI decides for academic or operational reasons to revise the compulsory or optional modules that are available on your JEI Programme; and/or

(e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the JEI Programme or modules or services as described in the JEI Programme Information.

9.2.2 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 otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by King's.

9.3 **Closure of JEI Programmes (for King's Modules Only)**

9.3.1 Once You have accepted your Admission Letter in accordance with Section 3, whilst we will use all reasonable efforts to deliver King's Modules of your JEI Programme in accordance with the Admission Letter or JEI Programme Information, circumstances may arise where we are required to close your JEI Programme. Examples of where JEI Programme 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;

(c) where the underlying JEI agreement between King's and SUSTech comes to an end; or

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

9.3.2 Any JEI Programme closure and/or refund application in relation to a JEI Programme closure would be considered in accordance with our Programme Closure and Suspension Policy and the Student Protection Plan for JEI students.

9.4 **Consequences of changes to JEI Programmes or closure of JEI Programmes**

Changes to JEI Programmes before enrolment

9.4.1 If we have to change your JEI Programme, 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 JEI Programme (as against the commitments made in your Admission Letter and/or JEI Programme Information and as reasonably determined by us) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You no longer wish to continue on the amended JEI Programme, You may terminate the Contract and/or withdraw your application for the JEI Programme without any liability for tuition fees and You will receive a full refund of any and all tuition fees You have paid.

Changes to JEI Programmes or closure of JEI Programmes post enrolment

9.4.2 Where changes or JEI Programme closure is proposed or have to be made for the reasons outlined at Sections 9.2 and 9.3 above, King's will take all reasonable steps to minimise disruption to students (including where your JEI Programme is closed and King's (in its role as JEI partner) is unable to complete delivery of SUSTech Modules of your JEI Programme in accordance with your Admission Letter and JEI Programme Information, using reasonable efforts to, with your consent, transfer You to a new course within the JEI for which You are qualified).

9.4.3 In the case of minor changes as reasonably determined by the JEI (for example, changes to module titles or minor variations to module 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.

9.4.4 In the case of substantial changes as reasonably determined by the JEI (for example, closing your JEI Programme), 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 to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

9.4.5 If we make substantial changes to your JEI Programme (as against the commitments made in your Admission Letter and/or JEI Programme Information and as reasonably determined by us) after You have enrolled and registered at King's and You are unhappy with the changes such that You no longer wish to continue to study on your JEI Programme, You must notify us of this in writing, following which the JEI may offer You a suitable alternative JEI Programme for which You are qualified.

9.4.6 If You agree to transfer to an alternative JEI Programme as may be offered to You by the JEI (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 JEI Programme, or the alternative JEI Programme, and we will reimburse You if there is any difference in the total tuition fees.

9.4.7 If You are unhappy with the alternative JEI Programme offered to You or the JEI is unable to offer You a suitable alternative JEI Programme, You may end your Contract and cancel your registration on the JEI Programme with immediate effect by contacting SKMed by email at SKMed@kcl.ac.uk. Please note that if You end your Contract and cancel registration at King's in line with this Section 9.4.5, your tuition fee liability will be calculated in line with SKMed's requirements and practices in force at the time and You will be notified of your tuition fee liability at that time. Please note that any refund of tuition fees must be formally requested from either SKMed or SUSTech.

9.4.8 You should consider your options carefully before terminating your Contract and cancelling your registration at King's in such circumstances. You may for example want to contact other institutions about whether You might be able to complete your JEI Programme with them. You may also want to consider other matters such as accommodation and travel costs.

9.5 **Liability for acts outside our control**

9.5.1 We shall not be liable to You for any failure in the delivery of the King's Modules of the JEI Programme, in accordance with your Admission Letter, arising from matters outside our reasonable control, provided we fully comply with our obligations under Section 9.5. 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**").

9.5.2 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 JEI Programme 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.

9.5.3 If a Force Majeure Event results in the complete inability to deliver the Kings' Modules of your JEI Programme, for a continued period of six weeks or more then You will be entitled to:-

(a) defer your JEI Programme, if You have not yet enrolled on to your JEI Programme;

(b) interrupt your studies (in accordance with the Interruption of Study Policy), if You are currently enrolled on your JEI Programme; or

(c) terminate your Contract with immediate effect by contacting SKMed@kcl.ac.uk by email or in writing.

9.5.4 Should You terminate your Contract pursuant to Section 9.5.3, You will have no liability for the next or subsequent academic terms to the extent that the King's Modules are concerned and You may be entitled to a full or partial refund of tuition fees and Sales Tax (if applicable) in relation to the King's Modules which 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 the Student Protection Plan for JEI students).

9.5.5 You should consider your options carefully before terminating your Contract and cancelling registration at King's, for example whether You are able to transfer any existing academic credits to an alternative programme at King's or an alternative higher education institution and You may wish to contact SKMed@kcl.ac.uk to discuss this.

9.6 **Compensation**

Where You terminate your Contract pursuant to this Section 9**,** You may be entitled to compensation in line with arrangements at the JEI, provided that You have met the conditions for compensation applicable to your situation in accordance with the rules and procedures of the JEI. Please note that any compensation claim must be formally submitted to either JEI or SUSTech.

9.7 **Limitation of our liability to You**

9.7.1 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.

9.7.2 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; 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.

10. DEFERRALS

10.1 In rare circumstances the King's Modules on JEI Programmes may become unavailable, or change content from year to year. If You have a deferred Admission Letter and such changes occur King's will contact You to make You aware as soon as possible through King's Apply, and discuss any options with You.

10.2 Further information in relation to deferrals is available here.

11. COMPLAINTS

11.1 If You have a complaint about the admissions process, please follow the Complaints section of the Admissions Policy. Applicants do not have the right to appeal an academic judgement that is made on an application. Further details are set out in Section 4.1.4.

11.2 Once You have registered as a student of King's, if You have a complaint about us, please follow the Complaints Procedure in the Bespoke JEI Regulations.

11.3 You may also be eligible to apply for a refund or compensation. Please view the Student Protection Plan for JEI students 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.

11.4 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.

12. 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 Safeguarding Policy.

13. INTELLECTUAL PROPERTY

Any Intellectual Property Rights developed by You during your study on the Kings' Modules of your JEI Programme are subject to our Intellectual Property, Commercial Exploitation and Financial Benefit, Code of Practice.

14. DATA PROTECTION

14.1 We will process Personal Data in accordance with the Data Protection Legislation (for avoidance of doubt, this includes Chinese laws which have exterritorial jurisdiction). Our Applicant Data Collection

Notice and Student Data Collection Notice explain what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.

14.2 If You are involved in Processing Personal Data (for example in some research projects, or in the course of a work placement at a hospital) You must ensure that You abide by the requirements of the Data Protection Legislation. You should comply with our Data Protection Policy, Research Data Management Policy or a placement provider's policy if applicable (i.e. when You are on a third party placement and Process Personal Data on behalf of a third party that is acting as the Data Controller for the Personal Data).

15. ONLINE VIRTUAL LEARNING ENVIRONMENT

15.1 Some of your course materials will be accessible online via KEATS, the King's virtual learning environment.

15.2 We will provide You with login details for KEATS when You enrol. You must keep your login details and password confidential and not share them with others. You will be provided with the terms of use in respect of KEATS when You enrol and You must comply with these terms of use at all times.

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

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

16. GENERAL

16.1 All email communications from King's will be sent to your King's email 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 the laws of the People's Republic of China ("**PRC**"). The PRC courts have exclusive jurisdiction to deal with any dispute arising out of or in connection with them.