

King's College London – Open Enrolment Short Courses

Booking Terms and Conditions

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions (**Booking Terms**) on which we will supply you with the:
 - 1.1.1 King's College London short course (**Course**) (including access to our premises and administrative support associated with the Course); and
 - 1.1.2 the short course materials (**Course Materials**).
- 1.2 **Why you should read them.** Please read these Booking Terms carefully before you apply for a Course. These terms tell you who we are, how we will consider your application for a Course (**Application**) and how we will (if your Application is successful) deliver the Course to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Booking Terms, please contact us to discuss.
- 1.3 **Other terms will apply.** In addition to these Booking Terms, any special terms and conditions contained in the Course outline and on the relevant Course website shall also apply (**Website**). Where there is any inconsistency between the Booking Terms and the Website, the terms on the Website shall apply.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are King's College London a body incorporated by Royal Charter in England and Wales with registered number RC000297 whose principal place of business is at Strand, London WC2R 2LS. Our registered VAT number is GB627403551.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0)20 7836 5454 or by writing to us at shortcourses@kcl.ac.uk or King's College London, Strand, London WC2R 2LS United Kingdom.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Application.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your Application.** Our acceptance of your Application will take place when we contact you in writing to accept it, at which point a contract will come into existence between you and us on the basis of these Booking Terms and any terms contained on the Website.

- 3.2 **If we reject your Application.** If we are unable to accept your Application, we will inform you of this and will not charge you the price of the Course (which can be found on the Website) (**Course Fees**). If you have already paid the Course Fees and we do not accept your Application, we will provide you with a full refund. We may reject your Application at our discretion, but we may, for example only, reject your application if you do not meet the Course's entry requirements.

4 **Our rights to make changes to the Course**

- 4.1 **Minor changes.** We may make minor changes to the Course or Course Materials such as (without limitation):

- 4.1.1 changes to reflect changes in relevant laws and regulatory requirements;
- 4.1.2 implementing minor adjustments and improvements – these changes will not significantly affect your participation in the Course;
- 4.1.3 changes to the individuals responsible for organising or delivering the Course, including the Course director, providing always that any replacements are of equivalent skill and qualification; and
- 4.1.4 minor changes to the location or structure of the Course venue.

- 4.2 **More significant changes.** In addition, we may make the following changes to the Course, the Course Materials, or these Booking Terms (as applicable), but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund of the Course Fees:

- 4.2.1 more significant changes or amendments to the structure and/or content of the Course, the Course Materials, or these Booking Terms;
- 4.2.2 significant changes to reflect changes in relevant laws, regulatory requirements, or our internal policies and/or procedures;
- 4.2.3 changes to minimise delays that are beyond our control in accordance with paragraph 5.2, which may include, for example only, delivering a course by alternative means (for example, online); and
- 4.2.4 changes to the timing of the Course or suspension of the delivery of the Course due to any of the issues listed above.

5 **The Course**

- 5.1 **Timing and location.** Subject to the provisions of these Booking Terms, we will deliver the Course to you according to the timetable and location set out on the Website. This may include delivery of the Course remotely via the internet. The estimated start date of the Course will also be contained on the Website. More detailed timetables shall be notified to you in advance of the beginning of the Course. The Course Materials shall be given to you prior to them being required for the Course.

- 5.2 **We are not responsible for delays outside our control.** If our delivery of the Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay King's may contact you to offer an alternative to your chosen Course. For example only, we may offer you a different Course or we may

offer an alternative means of delivery of your chosen Course. In the event that you do not wish to proceed with the alternative offered by King's, or if King's is not able to provide a viable alternative, and as a result there is a substantial delay to the Course, either of us may end the contract under this paragraph and you will be issued with a full refund of the Course Fees.

- 5.3 **What will happen if you do not give required information to us.** We will need certain information from you so that we can deliver the Course to you, for example, any required information requested on the application form or subsequently requested from you by King's. This will have been mentioned to you on the Website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Course late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.4 **The Course is delivered in the English language.** 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.
- 5.5 **Suitability of the Course.** You are responsible for determining whether the Course is suitable for your needs.
- 5.6 **Travel, visa, and other arrangements.** Travel, accommodation, subsistence, insurance and any other arrangements outside of the delivery of the Course and the Course Materials are your responsibility unless we agree otherwise in writing. You are also responsible for arranging all necessary visas, permissions and consents required for the entire duration of your stay in the United Kingdom whilst you participate in the Course and you warrant to us that you have made these arrangements.
- 5.7 **Online Courses.** If the Course, or part of it, is delivered remotely via the internet, you are also responsible for ensuring you have the equipment, materials, and working space available to you to undertake the Course. Further information on what is required can be found on the Website or by contacting us using the contact details listed in paragraph 2.
- 5.8 **Our policies.** In attending the Course, you must conduct yourself in a professional manner at all times, observing and complying with our policies and procedures, including (without limitation) our health and safety rules. Your behaviour is expected to meet the standards as set out in our policies and procedures, in particular our G27 academic policy (available at <https://www.kcl.ac.uk/campuslife/acservices/academic-regulations/associated-appendicespolicies-g>). We will not tolerate any behaviour which falls below these standards. Failure to maintain these standards will be considered a serious breach of these Booking Terms and we reserve the right to terminate our contract with you and remove you from the Course in accordance with paragraph 8.1.3 if this occurs.

6 Your rights to end the contract

- 6.1 **Consider alternatives.** Please note that if you have a right to end the contract in accordance with this paragraph 6 we encourage you to contact us to discuss the issue first. It may be that we can offer you an alternative to your chosen Course or otherwise rectify any issue you have.

6.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at in the sub-paragraphs below the contract will end immediately and we will refund the Course Fees to you. The reasons are:

6.2.1 we have told you about an upcoming significant change to the Course or these Booking Terms which you do not agree to (see paragraph 4.2);

6.2.2 we have told you about an error in the Course Fees or description of the Course or Course Materials and you do not wish to proceed;

6.2.3 there is a risk that the delivery of the Course may be significantly delayed because of events outside our control; or

6.2.4 you have a legal right to end the contract because of something we have done wrong.

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services or digital content bought online you have a legal right to change your mind and receive a refund. Save as set out in paragraphs 6.4 and 6.5, you have 14 days after the day we tell you we have accepted your Application to change your mind and receive a refund.

6.4 Changing your mind if your Course is due to begin within the 14-day period. If your Course is due to begin within 14 days from the date of our acceptance of your Application, then by continuing to engage with us in preparation for the Course you confirm that you agree to our services beginning within the 14-day cancellation period. If you have agreed to our services being delivered during the cancellation period, once we have completed the Course you cannot change your mind, even if the cancellation period is still running. If you cancel after we have started providing our services to you (including preparation for your participation in the Course) but before the Course finishes, you must pay us for the services provided up until the time you tell us that you have changed your mind (and such payment will include any costs we have incurred in preparing for your participation in the Course which we can no longer recover as a result of your cancellation). This paragraph shall not apply to Courses provided exclusively online, please see paragraph 6.5 for cancellation rights for online only Courses.

6.5 Changing your mind if your online only Course is due to begin within the 14-day period. If you are due to be given access to a Course provided exclusively online within 14 days from the date of our acceptance of your Application, by accessing any material or digital content associated with that online only Course you confirm that you agree to the online only Course beginning within the 14-day cancellation period. You acknowledge that by accessing the online only Course in this way will mean you cannot change your mind and no refund of the Course Fees will be due in the event you subsequently wish to cancel your participation in the online only Course.

6.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you may still end the contract and cancel your participation in the Course. Whether or not you are entitled to a refund of the Course Fees depends on when you cancel your participation in the Course:

Time of cancellation	Refund % of Course Fees
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More than 42 days before the Course begins	100% (subject to a £50 administration charge)
Between 42 and 21 days before the Course begins	75%
Between 20 and 14 days before the Course begins	50%
Cancellations received less than 14 days before the Course begins or after the Course has begun	0%
Failure to attend the Course at any point during the Course for any reason	0%

7 How to end the contract with us and cancel your participation in the Course (including if you have changed your mind)

7.1 Tell us you want to end the contract. To end the contract and cancel your participation in the Course, please let us know by calling the course team at the number on the Website or email us at shortcourses@kcl.ac.uk. Please provide your name, home address, and, where available, your phone number and email address.

7.2 Returning Course Materials after ending the contract. If you end the contract and cancel your participation in the Course for any reason after Course Materials have been dispatched to you or you have received them, you must return them to us. You must either return the Course Materials in person to where you received them, post them back to us at the address listed in paragraph 2 or (if they are not suitable for posting) allow us to collect them from you. Please call the course team on the number listed on the Website or email us at shortcourses@kcl.ac.uk for a return label or to arrange collection.

7.3 When we will pay the costs of return for Course Materials. We will pay the costs of return:

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

7.3.2 if you are ending the contract for the reasons listed in paragraph 6.1.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

7.4 How we will refund you. If you are entitled to a refund of any Course Fees, we will refund you the Course Fees by the method you used for payment.

7.5 When your refund will be made. We will make any refunds due to you as soon as possible and in any event within 14 days of termination of the contract.

8 Our rights to end the contract and cancel your participation in the Course

8.1 We may end the contract if you break it. We may end the contract for the delivery of the Course at any time by writing to you if:

- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to deliver the Course; or
 - 8.1.3 you do not follow our policies and regulations, in accordance with paragraph 5.8, when attending the Course or your behaviour is reasonably deemed unacceptable or unreasonable by us.
- 8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in paragraph 8.1, you may still be entitled to a full or partial refund of the Course Fees depending on when the contract has been ended (this shall be calculated in accordance with the table at paragraph 6.6).
- 8.3 **Other reasons we may end the contract:** We may also end the contract and cancel your participation in the Course:
- 8.3.1 if there is a risk that the delivery of the Course may be significantly delayed because of events outside our control and we are unable to offer you a viable alternative; or
 - 8.3.2 for any other reason at our discretion.
- 8.4 **What we shall refund you if we end the contract under paragraph 8.3.** If we end the contract under paragraph 8.3, you will be entitled to a full refund of the Course Fees in accordance with paragraphs 7.4 and 7.5.

In respect of paragraph 8.3.2 only, provided we end the contract more than 42 days before the Course begins, we will not be liable to you for any costs you incur other than the Course Fees.

For this reason 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. In all circumstances we shall only be liable to you for the Course Fees under paragraph 8.3.1.

9 Price and payment

- 9.1 **Where to find the Course Fees.** The Course Fees are set out on the Website and are payable in GBP. The Course Fees include the fees for the Course Materials, unless otherwise stated on our Website. We take all reasonable care to ensure that the Course Fees advised to you are correct. However please see paragraph 9.3 for what happens if we discover an error in the Course Fees.
- 9.2 **The Course Fees do not include expenses.** Please note that the Course Fees do not include any travel, accommodation, subsistence, or visa expenses incurred by your or anyone else (unless otherwise agreed with us in writing). You are solely responsible for these expenses.
- 9.3 **What happens if we got the Course Fees wrong.** It is always possible that, despite our reasonable care, some of the Course Fees may be incorrectly priced. We will normally check the Course Fees before accepting your Application so that, where the actual Course Fees at your Application date are less than the stated Course Fees at your Application date, we will charge the lower amount. If the actual Course Fees at

the date of your Application are higher than the Course Fees stated to you, we will contact you for your instructions before we accept your Application.

9.4 **When you must pay and how you must pay.** We accept payment with Mastercard and Visa. Further payment options such as bank transfer will be available if we issue you with an invoice (you must notify us if you pay us via bank transfer). When you must pay depends on the option you select at the time of submitting your Application, you may either select to:

9.4.1 pay the Course Fees at the time of your Application; or

9.4.2 receive an invoice from us for the Course Fees, in which case the Course Fees must be paid by you within 30 days of the date of the invoice or prior to the beginning of the Course (whichever date is earlier).

9.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10 **Our responsibility for loss or damage suffered by you**

10.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation for breach of your legal rights in relation to the Course Materials including the right to receive Course Materials which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987.

10.2 **Limitations on our liability to you.** Subject always to paragraph 10.1, our total, aggregate liability to you for any foreseeable loss or damage you may suffer arising out of our:

10.2.1 breach of our obligation to deliver the Course with reasonable skill and care;

10.2.2 breach of any express paragraph of this contract (other than paragraph 7.3.1), or any pre-contract information or statement by us relating to services to be provided that is incorporated into this contract by the Consumer Rights Act 2015;

10.2.3 negligence; or

10.2.4 innocent or negligent misrepresentation,

shall be limited to 150% of the Course Fees paid or payable by you.

- 10.3 **We are not liable for business losses.** We only supply the Course for domestic and private use. If you use any aspect of the Course for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11 How we may use your personal information

How we may use your personal information. We will only use your personal information as set out in <https://www.kcl.ac.uk/terms/privacy> and <https://www.kcl.ac.uk/aboutkings/orgstructure/ps/audit/compliance/data-protection/Student-Data-Collection-Notice>.

12 Other important terms

- 12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 **Which laws apply to this contract and where you may bring legal proceedings.** Subject to paragraph 12.6, these terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Courts in either the Northern Irish or the English courts.
- 12.6 As a consumer, you will benefit from any mandatory (i.e. required) provisions of the law of the country in which you are resident. Nothing in these Booking Terms, including paragraph 12.5, affects your rights as a consumer to rely on such mandatory provisions of local law.
- 12.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact your local citizens advice bureau or submit your dispute for online resolution to the *European Commission Online Dispute Resolution* platform.

The Schedule Model Cancellation Form

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

To King's College London, Strand, London WC2R 2LS

Tel: +44 (0)20 7836 5454/Email: shortcourses@kcl.ac.uk

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

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate

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