



**General Terms and Conditions for Students of the
SUSTech – King's School of Medicine**
For study beginning in 2024/25

Contents

1.	INTRODUCTION	1
2.	DEFINITIONS	1
3.	THE CONTRACT	4
4.	APPLICATION AND ADMISSION	4
4.1	Application	4
4.2	Applicants and students with disabilities	5
4.3	Criminal offences	5
5.	STUDENT OBLIGATIONS	5
5.1	Your obligations	5
5.2	Enrolment	6
6.	TUITION FEES	7
7.	KING'S CANCELLATION RIGHTS	7
8	YOUR CANCELLATION RIGHTS AND WITHDRAWAL	8
9	KING'S OBLIGATIONS TO STUDENTS	8
9.1	Changes to Academic Regulations, Bespoke JEI Regulations, and Policies and Procedures	8
9.2	Changes to Courses	8
9.3	Closure of Courses	9
9.4	Consequences of changes to Courses or closure of Courses	10
9.5	Liability for acts outside our control	10
9.6	Limitation of our liability to You	11
10	DEFERRALS	12
11	COMPLAINTS	12
12	SAFEGUARDING	12
13	INTELLECTUAL PROPERTY	12
14	DATA PROTECTION	13
15	ONLINE VIRTUAL LEARNING ENVIRONMENT	13
16	GENERAL	13

1. INTRODUCTION

- 1.1 As a student of the School of Medicine, you will be registered at both King's and SUSTech at the same time and subject to both institutions' Terms and Conditions, with some regulations specific to the Joint Education Institute (JEI). 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 accept a place at King's (the "**Terms and Conditions**").
- 1.2 We explain below the basis upon which King's will provide your Course, and the obligations which You have both as an applicant and as a student. These Terms and Conditions create obligations that are legally binding both on You and on King's. If You accept an offer to study at King's, these Terms and Conditions will form your agreement with us.
- 1.3 Please contact King's [Student Administration Services](#) for clarification if there is anything in these Terms and Conditions that You do not understand.
- 1.4 Please note that these Terms and Conditions apply to programmes run by the SUSTech-King's Joint School of Medicine.

2. DEFINITIONS

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

" Academic Regulations "	means King's Academic Regulations
" Bespoke JEI regulations "	means the Academic Regulations developed specifically for JEI students.
" Cancellation Period "	has the meaning set out in Section 8.1
" Contract "	has the meaning set out in Section 3.1
" Course "	means the course of study described in your Offer
" Course Information "	means subject to these Terms and Conditions, the description of the Course set out on our website as at the date You accept your Offer and the Course information sheet provided with your Offer (if applicable)

<p>"Data Protection Legislation"</p>	<p>means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data and privacy rights to which a party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) as amended</p>
<p>"Force Majeure Event"</p>	<p>has the meaning set out in Section 9.5.2</p>
<p>"GDPR"</p>	<p>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</p>
<p>"Intellectual Property Rights"</p>	<p>means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, 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, 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</p>

"JEI"	refers to the SUSTech-King's Joint Education Institute (JEI), known as the Joint School of Medicine.
"King's", "we", "us" and "our"	refers to King's College London, Strand, London WC2R 2LS
"Offer"	means our written offer to You of a place on the Course, sent to You either directly by King's or via UCAS
"Personal Data"	has the meaning set out in the Data Protection Legislation and for the purposes of this Agreement includes Sensitive Personal Data
"Policies and Procedures"	means our rules, policies procedures and other regulations in force from time to time that are relevant to the Course and that are made available to You on our website or otherwise provided to You
"Process"	has the meaning given to it in the Data Protection Legislation
"Sales Tax"	means any goods and services tax, VAT or equivalent sales tax
"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
"You" and "your"	refers to you the student or applicant

3. THE CONTRACT

3.1 By accepting our Offer of a place on a Course, You accept these Terms and Conditions in full, which along with:

- a) your Offer;
- b) the Course Information;
- c) the Academic Regulations;
- d) the Bespoke JEI Regulations; and
- e) our Policies and Procedures.

form the contract between You and King's in relation to your Course (the "**Contract**").

3.2 It is your responsibility to accept the Offer, however the King's Admissions team may accept an Offer on your behalf if You have experienced technical or IT issues when attempting to accept the Offer.

3.3 In the event of any conflict between a provision in the Bespoke JEI Regulations and the other documents forming part of the Contract, the Bespoke JEI Regulations shall take precedence.

3.4 The Contract is subject to these Terms and Conditions and is created once You accept the Offer.

4. APPLICATION AND ADMISSION

4.1 Application

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

4.1.2 Your Offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your Offer which You will need to fulfil in order to be admitted onto your Course. If You have not fulfilled the conditions of your Offer before the date notified to You in your Offer or any other date notified to You, we reserve the right to withdraw your Offer.

4.1.3 It is important that You provide accurate information in your application to study at King's. If it is later found that your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then we may withdraw your application or your Offer, without liability to you.

4.1.4 King's may withdraw your Offer, refuse to enrol You or withdraw You from your Course for any failure to comply with the terms of any requirements (whether imposed by legislation or regulatory requirement, or otherwise reasonably required by King's) that your Offer, studies or research activity require, including:

- a) payment of your deposit (if applicable) by the date set out in your Offer;
- b) satisfactory criminal record/Disclosure and Barring Service (DBS) checks;
- c) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);
- d) satisfactory occupational health checks (but subject to King's obligations under the Equality Act 2010 in respect of students with disabilities); and/or
- e) satisfactory payment of tuition fees and any additional costs to SUSTech

4.1.5 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 [Applicant Complaint Policy](#) explains how students can make a complaint, the circumstances in which a complaint can be made and how it will be investigated.

4.1.6 If King's withdraws your application, Offer, or refuses to enrol You pursuant to Sections 4.1.3, 4.1.4 or 4.1.5, King's reserves the right not to refund your application fee (if applicable).

4.2 Applicants and students with disabilities

4.2.1 King's is committed to providing an inclusive and accessible environment for its diverse community and strives to make reasonable adjustments to accommodate individual needs when issues are identified. Disabled applicants and students, including those with long term medical and mental health conditions, and specific learning difficulties, are encouraged to engage with the information and advice available and inform the designated person within the JEI at the earliest opportunity of any potential support needs. This is to ensure potential support options are discussed at the earliest opportunity and agreed adjustments implemented in a timely manner.

4.3 Criminal offences

4.3.1 If You are applying to a programme that is regulated (i.e. You will be working with vulnerable people as part of your studies) and You would therefore require an enhanced DBS 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 [Misconduct Policy and Procedure](#).

5. STUDENT OBLIGATIONS

5.1 Your obligations

5.1.1. We will use all reasonable efforts to deliver your Course in line with your Offer, the Academic Regulations, the bespoke JEI regulations and our Policies and Procedures.

5.1.2 You agree to:

- a) comply with these Terms and Conditions;
- b) comply with the Academic Regulations, the bespoke JEI regulations and Policies and Procedures; and
- c) fulfil the academic requirements of your Course, 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.

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 Course, You must:

- a) enrol at King's within 14 days of the start date of your Course. If You do not enrol within 14 days, we reserve the right to refuse to enrol You and withdraw You from your Course (without liability);
- b) have paid any amounts that are due on enrolment (as outlined in the terms of Your Offer);
- c) have supplied specific identity documents as set out in the terms of Your Offer; and
- d) have confirmed your agreement to King's by completing the "declaration of enrolment" which reminds You of some of the important regulations and policies which are referred to in these Terms and Conditions.

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 Course (and for each module where You are studying on a modular Course).

6. TUITION FEES

- 6.1 Tuition fees for JEI programmes are payable to SUSTech. Please refer to your registration documents with SUSTech for provision around tuition fees.
- 6.2 Additional costs You are responsible for your own living expenses, travel and accommodation costs. Additional costs that will be incurred on your Course, for example for compulsory field trips, will have been detailed in the Course Information ("Additional Costs").

7. KING'S CANCELLATION RIGHTS

- 7.1 Subject to us complying with the Academic Regulations, the Bespoke JEI Regulations and Policies and Procedures we may cancel the Contract at any time with immediate effect by giving You written notice if:
- a) You have failed to meet the conditions of your Offer, or it comes to our attention that You have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that You have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);
 - b) You do not pay your tuition fees to SUSTech, applicable Sales Tax or additional costs in accordance with their regulations;
 - c) we lose our right for the purposes of relevant legislation or regulatory requirements to provide your Course to You;
 - d) if a Force Majeure Event prevents us from providing your Course for longer than one term or 16 weeks (whichever is shorter);
 - e) You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in the Academic Regulations, Bespoke JEI Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
 - f) You are found guilty of a serious breach of the Academic Regulations, Bespoke JEI Regulations and/or our Policies and Procedures at a disciplinary hearing;
 - g) 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 Course, You may be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of King's at our reasonable discretion.
- 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 of King's.

8 YOUR CANCELLATION RIGHTS AND WITHDRAWAL

- 8.1 You have the right to cancel the Contract and your acceptance of a place at King's for any reason during a 14-day cancellation period (the "**Cancellation Period**"), which for students studying an undergraduate, postgraduate taught, postgraduate research, blended or Foundation programme will start on the day You accept an Offer from King's, and for King's Online students will start on the date You make payment to King's for your programme.
- 8.2 To cancel the Contract, You must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by:
- a) sending a message through [King's Apply](#); or
 - b) contacting the King's Admissions Office by letter, email or using the Cancellation Form, but You do not have to use the model form.

9 KING'S OBLIGATIONS TO STUDENTS

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

- 9.1.1 During your Course, we may update and replace our Academic Regulations, the Bespoke JEI Regulations and Policies and Procedures from time to time in order to ensure that King's operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, Bespoke JEI Regulations and Policies and Procedures will be appropriately notified to students via email or the relevant website. Such changes will not affect the content of your Course (see Section 9.2 for provisions concerning changes to Courses).
- 9.1.2 Any changes made under this Section 9.1 will normally come into effect at the start of the next academic year. King's will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.1.3 The updated Academic Regulations, Bespoke JEI Regulations and Policies and Procedures will be made available on the King's website and may be publicised by other means so that students are made aware of any changes.

9.2 Changes to Courses

- 9.2.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course as set out in the Contract, circumstances may arise where we are required to make changes to your Course. Examples of "changes" include changes to the content or structure of your Course, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are (without limitation):
- a) where changes are in students' overall interests, for example because of

developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of King's means that teaching locations change to a different site;

- b) where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how King's is required to operate because of changes to a professional body's requirements (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 Course; and/or
- e) due to factors beyond our reasonable control, it may sometimes be necessary to vary the content of the Course or modules or services as described in the Course Information.

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 Courses**

9.3.1 Once You have accepted your Offer, whilst we will use all reasonable efforts to deliver your Course in accordance with the Contract, circumstances may arise where we are required to close your Course. The circumstances where Course closure may be made or required are (without limitation):

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

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

9.4 Consequences of changes to Courses or closure of Courses

Changes to Courses before enrolment

- 9.4.1 If we have to change your Course, we will use reasonable efforts to ensure that changes are kept to a minimum, but if we need to make any material changes to your Course (as described in your Offer and/or Course Information) before You enrol at King's, we shall bring the changes to your attention as soon as possible and if You reasonably believe that the proposed changes will have a material prejudicial effect on You, You may either terminate the Contract and/or withdraw your application for the Course without any liability to us for tuition fees, or transfer to another Course (if any) as may be offered by us for which You are qualified.

Changes to Courses or closure of Courses post enrolment

- 9.4.2 Where changes or Course 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 Course is closed and King's (in its role as JEI partner) is unable to complete delivery of your Course, 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 determined by the JEI (for example, changing a module from compulsory to optional), 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 determined by the JEI (for example, closing your Course), before implementing any such change, we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 9.4.5 In the case of substantial changes which You reasonably believe will have a material prejudicial effect on You, You must notify us of this in writing, following which the JEI may offer You a suitable alternative Course for which You are qualified. If You are unhappy with the alternative Course offered to You or the JEI is unable to offer You a suitable alternative Course, You may end your Contract by giving Registry Services at least two weeks' notice by email [here](#) or in writing.

9.5 Liability for acts outside our control

- 9.5.1 King's will do all that it reasonably can to provide your Course as described on the JEI website and in the Course Information or other documents issued to You. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our control may mean that we are not able to provide your Course.
- 9.5.2 We shall not be liable to You for any failure in the delivery of the Course arising from matters outside our control. This includes but is not limited to: industrial action which it is not within the

capacity of King's to resolve; severe weather, fire, civil commotion, riot, cyber attack, default by third party suppliers or subcontractors, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a " **Force Majeure Event**").

9.5.3. We would normally expect such Force Majeure Events to be short term and we will contact You to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.

9.5.4 If such an event results in the complete inability to deliver your Course for a continued period of six weeks or more then You will be entitled to terminate your Course with immediate effect by contacting Registry Services by email or in writing.

9.6 Limitation of our liability to You

9.6.1 Nothing in these Terms and Conditions will limit or exclude King's liability:

- a) for death or personal injury arising from our own negligence; or
- b) for fraud or fraudulent misrepresentation; or
- c) in respect of any other liabilities which may not be lawfully excluded or restricted.

9.6.2 King's shall not be liable and expressly excludes liability for:-

- a) damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- b) for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of King's;
- c) financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
- d) loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
- e) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such failure or delay is due to any event beyond our reasonable control; and
- f) any losses which were not foreseeable to You and us when this Contract was

formed and that were not caused by any breach on our part.

- 9.6.3 Subject to Sections 9.6.1 and 9.6.2, our aggregate liability to You under this Contract is limited to the total amount of tuition fees paid or payable by You in respect of your Course.

10 DEFERRALS

- 10.1 In rare circumstances King's programmes may become unavailable, or change content from year to year. If You have a deferred Offer 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 We are unable to defer conditional Offers for postgraduate Courses. All conditions must be met before we can defer your place on an undergraduate Course.
- 10.3 Further information in relation to deferrals is available [here](#).

11 COMPLAINTS

- 11.1 If You have a complaint about the admissions process, please follow our Applicant Complaints 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 4.1.5.
- 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 its [Safeguarding Policy](#).

13 INTELLECTUAL PROPERTY

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

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 extraterritorial jurisdiction). Our [Student Data Collection Notice](#) explains what data we might hold about You, how we use it, who we might share it with and the reasons for doing that.

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

15 ONLINE VIRTUAL LEARNING ENVIRONMENT

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

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

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

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

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