

NON-ACCREDITED COURSES TERMS AND CONDITIONS

FOR STUDENTS

Effective from 03.05.2024

Please note that these terms and conditions (these “Terms”) apply to modules designed by King’s College Hospital NHS Foundation Trust (the “Trust”) in collaboration with KCH Management Limited (the “Provider”) in for, from the United Kingdom (including online delivery) (the “Courses”).

By reserving a place on our Courses you enter into a legally binding contract with the Provider which can only be varied by agreement in writing. You accept and agree to be bound by these Terms which include the fee schedule relating to your Course (the “Fee Schedule”).

Your acceptance has immediate cost implications and creates financial commitments.

Terms

1. Commencement

- 1.1. As soon as you accept your offer of a place on the Course with the Provider, your contract with the Provider will start (any applicable Cooling Off Period as described in paragraph 4 of these Terms).

2. Non-financial obligations

- 2.1. By reserving a place on your Course you accept and agree to be bound by and comply with:

- 2.1.1. All Provider policies that we publish (and update from time to time) on our online learning platform including but not limited to policies in relation to:

- 2.1.1.1. On-site behaviour;
- 2.1.1.2. Data Protection; and
- 2.1.1.3. Submission of work.

- 2.1.2. All eligibility requirements of the relevant regulatory or validating body for your Course as detailed in your offer documentation including obtaining membership and compliance with any character and suitability criteria.

3. Course Fees

- 3.1. **Course fees include:** tuition, interactive learning resources, and first attempt examination or assessment fees.
- 3.2. **Course fees exclude:** reassessments and any administration fee for arranging each of which will be charged for separately.
- 3.3. Our administration fee is payable for any first attempt examinations or assessments and reassessments sat overseas. However, please note that external institutions may also charge further fees for hosting any Provider assessments or reassessments and this is not covered by our administration fee. We review our administration fee on an annual basis, taking into account UK inflation rates and other costs.
- 3.4. Current fees for your Course are detailed in your offer and can be seen in your Fee Schedule. We review our fees on an annual basis, taking into account UK inflation rates and other costs.
- 3.5. Course fees must be paid in accordance with the Fee Schedule or as detailed separately above.
- 3.6. Late payment may lead to cancellation of your Course place by the Provider.
- 3.7. Please note that even if someone other than you makes any payment, or agrees to make any payment on your behalf, you remain liable for full payment until the Provider has received cleared funds. Any rights the Provider may have against the payer are not affected.

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- 3.8. In the event that you need to take a reassessment for any part of your Course you must pay the prescribed fee on registration for the reassessment.
- 3.9. If you do not pay your Course fees or reassessment fees in accordance with these Terms, the Provider reserves the right to withdraw any offer, cancel your accepted place on your Course, exclude you from any relevant assessment or reassessment, leave your assessment or reassessment unmarked, or withhold assessment or reassessment results and materials for your Course.

4. Your statutory right to cancel**4.1. Your statutory right to cancel your place after accepting an offer.**

- 4.2. Your contract with the Provider begins when you accept an offer to study with us as we have detailed in paragraph 1.1.
- 4.3. You have a statutory right to cancel this contract with the Provider within **14 calendar days** of the date you accept your offer to study with the Provider. This is known as a **'Cooling Off Period'**.
- 4.4. You do not need to give us any reasons for cancelling your contract.
- 4.5. This statutory right is available to you under the UK's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 4.6. Please note that you may have other rights to withdraw from your Course or your contract with the Provider outside of the Cooling Off Period. These rights and details on how you can exercise them are set out in paragraph 5 of these Terms.

Refunds during the Cooling Off Period**4.7. If your course has not yet started:**

- 4.7.1. If you tell us you want to cancel within the Cooling Off Period and your Course has not yet started, we will refund to you in full any Deposit and any part of the Relevant Course Fee that you have already paid.
- 4.7.2. For the purpose of these Terms, the **"Relevant Course Fees"** means the **'Annual Tuition Fee'** or the **'Course Tuition Fee'** or whichever term is used and defined in the Fee Schedule for your Course.
- 4.7.3. You will not be responsible for paying any further sums to us.

4.8. If your course has already started:

- 4.8.1. If you tell us you want to cancel within the Cooling Off Period and your Course has already started, we will refund to you any Deposit you have paid and any part of the Relevant Course Fee that you have already paid. However, we will be entitled to deduct from that refund the cost of any materials already provided to you and if you have attended any part of your Course, a proportionate amount of your Relevant Course Fee to reflect your attendance on that Course up until the time that you tell us that you wish to cancel.
- 4.8.2. Except as we have explained above, you will not be responsible for paying any further sums to us.

4.9. How we will refund you if you cancel within the Cooling Off Period

Where we need to refund any payments you have already made to us, we will do that using the same means of payment as you used to pay us.

4.10. How to exercise your right to cancel within the Cooling Off Period

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4.10.1. To exercise your right to cancel your place within the Cooling Off Period you need to make a clear statement to us that you wish to cancel. You can let us know that you wish to cancel during the Cooling Off Period by emailing: kch-tr.academy@nhs.net

4.10.2. The date on which we receive your request to cancel your contract with us will be date of cancellation of your contract.

5. Cancellation, liability and refunds

5.1. Cancellation of this contract occurs when you cancel your Course place, or if the Provider cancels this contract for one of the reasons listed in paragraph 5.13 below ("**Cancellation**"). This paragraph 5 covers the refunds that are available to you on cancellation of your Course in the circumstances specified below.

The following paragraphs 5.2 to 5.12 set out the terms that apply where you wish to cancel your contract with us.

5.2. Refunds where you wish to cancel

5.2.1. The extent of your fee liability will vary depending on the Cancellation date. Please see your Fee Schedule for full details of your fee liability on Cancellation. The relevant fee liability dates for your Course are set out in your Fee Schedule.

5.2.2. If you cancel your place on any date that is before the end of the Cooling Off Period, paragraph 4 sets out your rights to a refund.

5.2.3. If you cancel your place on any date that is on or prior to the date in your Fee Schedule, before which if you cancel you will not be liable to pay your Relevant Course Fees (the "**No Annual Fee Liability**" date) for your Course, but after the Cooling Off Period has ended, any Deposit you have paid

5.2.4. If you cancel your place on any date that is on or after the date at which you become liable for your Relevant Course Fee, you will be liable to pay your Relevant Course Fee, your Deposit and other professional registrations fee (if you are required to pay such a fee for your Course and this has not already been paid).

How to cancel outside of the Cooling Off Period

5.2.5. If you wish to cancel your contract outside of the Cooling Off Period, please contact King's Academy by emailing: kch-tr.academy@nhs.net

5.2.6. Cancellation by the Provider

5.2.7. The Provider reserves the right to refuse or withdraw an offer or cancel your accepted place for any of the following reasons:

5.2.7.1. If you have not paid your Deposit or any other sums you owe us by the dates set out in your Fee Schedules;

5.2.7.2. If you are unable to obtain the relevant visa requirements to attend the Course;

5.2.7.3. If you have not met the eligibility criteria for your Course and/or failed to comply with any conditions of your offer;

5.2.7.4. If you supply an invalid passport or other nonacceptable form of ID;

5.2.7.5. If you fail to follow Provider rules and regulations;

5.2.7.6. If you are found to have committed gross misconduct or found guilty of a serious criminal offence,

5.2.7.7. If you have, in our reasonable opinion, provided us with information which is inaccurate, incomplete and/or misleading;

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- 5.2.7.8. If there are not enough students confirmed on your Course; and
- 5.2.7.9. If the running or continuation of your Course becomes unavailable or practically impossible for the Provider.

5.2.8. If the Provider cancels your place for the reasons listed in subparagraphs 5.2.7.8 or 5.2.7.9 the Provider will refund in full all the Course fees that you have already paid including your Deposit.

6. General

- 6.1. The Provider will do all it reasonably can to deliver your Course in accordance with the Course description given on the Provider's website as at the Course start date. However, the Provider may need to make variations to your Course which it considers to be necessary including:
 - 6.1.1. to reflect changes to the theory in an area of research or practices around the subject or its delivery;
 - 6.1.2. as a result of a commissioning or accrediting body requiring certain content to be added to or changed within your Course; and
 - 6.1.3. if your educational experience would be or would be likely to be impaired if changes were not made to your Course.
- 6.2. Changes made by the Provider may include changes to the content and structure of your Course as well as the location, dates, times and method of its delivery. Nevertheless, prior to making any change to your Course which the Provider reasonably believes would result in you receiving a substantially different Course or service from us to what you agreed to when accepting your place on a Course (a "substantial change"), the Provider will notify you in writing.
- 6.3. If any change we propose would amount to a substantial change, you will be given the opportunity to:
 - 7. transfer to a different Course; or
 - 8. cancel your place on your Course without incurring any penalties. If you wish to do this, you must give the Provider written notice within 14 days of being notified by the Provider of a substantial change to your Course. Where you have told us you wish to cancel your place on your Course, the Provider will refund to you in full any instalments of your Course fees already paid, including any Deposit (should you have been required to pay one for any reason). The Provider will not provide you with any other compensation.
- 9. These Terms are governed by English law and where necessary you can bring legal proceedings against us in the English courts. If you live in Scotland or Northern Ireland, you may also bring proceedings in the Scottish Courts or Northern Irish Courts (as appropriate).
- 10. The Provider may transfer its rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within two weeks of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 11. Even if the Provider delays in enforcing these Terms, the Provider can still enforce them later. If the Provider does not insist immediately that you do anything you are required to do under these Terms, or if the Provider delays in taking steps against you if you break these Terms, it

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will not mean that you do not have to do those things or prevent the Provider from taking steps against you at a later date.

12. Nobody else has any rights under this contract. This contract is between you and the Provider. No other person shall have any rights to enforce any of its terms.
13. 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.
14. Your contract with the Provider is made up of these Terms, your Fee Schedule, the Instalment Options Schedule (where applicable) and any other documents which we have expressly told you about either in these Terms or in the Fee Schedule.
15. Reference in these terms and conditions (or in our policies at paragraph 2.1.1) to any:
16. statute, regulation or other legislation, including subordinate legislation;
17. government agencies, departments or regulatory bodies, such as UKVI and the Home Office;
18. requirements imposed by Government agencies or departments or regulatory bodies
19. shall include any replacement, amendment, re-enactment or extension of such legislation, department, agency or requirement as made from time to time.