

## Kent and Medway Medical School

### Terms and Conditions – February 2021

This document sets out the terms and conditions relating to the offer of a place on your programme at Kent and Medway Medical School ('KMMS'). KMMS is a collaboration between Canterbury Christ Church University and the University of Kent.

The Bachelor of Medicine, Bachelor of Surgery ('BM BS') is jointly awarded by both the University of Kent and Canterbury Christ Church University. Any offer of a place to study at KMMS is made by both the University of Kent and Canterbury Christ Church University ('the Universities').

The offer to you is on the basis that, in accepting such an offer, you agree to the following terms and conditions, which form the contract between you and the University of Kent and Canterbury Christ Church University.

In discharging our duties, the Universities have agreed that each University has specific and shared administrative responsibilities and accepts joint responsibility for delivering the KMMS programmes.

The terms and conditions will continue to apply for the entire period you are a student with KMMS. You will find the documents referred to in these Terms and Conditions on the [KMMS website](#).

#### Payment of fees

1. The fees for your programme, together with details of any proposed annual increases, will be as set out in the offer letter. The policy is set out in the statement on [Course Fees Increases](#).
2. The University of Kent will invoice you on behalf of the Universities for the full amount, or remaining portion of, your fees for each year of the programme, unless (for each year) you have:
  - financial support via Student Finance England, Wales, Northern Ireland or SAAS; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
  - you have been awarded a full or partial tuition fee bursary or scholarship which will be deducted from the full fee amount
3. Where applicable, you must submit to the University of Kent Income Office a copy of the appropriate funding documentation as referred to above at enrolment or immediately after.
4. If you enrol on the basis that you are or will be applying for a tuition fee waiver, you must pay the full amount due if the application is not approved.
5. If you are self-funding and pay your own fees, you can pay following the process explained in [How to Pay Tuition Fees](#).

6. The University of Kent's rules regarding payment of sums due, can be found in the [Debt Management Procedures](#). If you do not pay money you owe, the Universities reserve the right to withdraw all services and/or your right to use their facilities where proportionate to do so. In deciding whether to do so, the University of Kent will consider all the circumstances of your case.

#### **Accuracy of information**

7. By accepting the offer of a place, you confirm and declare that the information you have provided in support of your admission to and enrolment is accurate and complete to the best of your knowledge.
8. The provision of false or misleading information may render your admission and enrolment invalid and entitle the University of Kent, acting on behalf of KMMS, to terminate its contract with you.
9. The University of Kent requires all students to provide proof of identity and qualifications before registration. Registration means the entry of an applicant as a student of the KMMS. It follows the successful completion of all the checks and after a registration form has been signed.

#### **Communications to and from the Universities and KMMS**

10. Enrolment means the initial and provisional admission of you as a student on a KMMS programme.
11. On enrolment, you will be allocated a KMMS e-mail account. All e-mail communications from KMMS and the Universities will be sent to that account. You are expected to use that account for all communications with KMMS and the Universities.
12. You are expected to check your KMMS e-mail account regularly and in any event, at least once a week. Any communication sent to you to your KMMS e-mail account will be regarded as correctly sent and received by you.

#### **KMMS Regulations**

13. By accepting the offer of a place, you agree to comply with the provisions of all the [KMMS Regulations for BMBS](#) ("the Regulations"). These apply to all KMMS students. The KMMS Regulations are subject to approval by the Universities, and will be published by 31 May 2020. During your programme, the Regulations may be amended from time to time. There is a further explanation of the process in paragraphs 21-23 below.
14. The key provisions of the Regulations of which you should be aware include:
  - (a) The expectations regarding student attendance, academic due diligence, and academic progress. These are set out in the Attendance and Engagement Policy and Academic Misconduct Procedures. If you do not meet these expectations, you may not be permitted to progress on your programme.
  - (b) The rules regarding academic misconduct, including plagiarism and the processes utilised to detect plagiarism can be found in the [Academic Misconduct Procedures](#). Breach of these rules may result in the initiation of

a disciplinary process against you and the imposition of academic penalties. It can lead to expulsion from your programme of study and the Universities.

- (c) The rules governing criminal convictions as set out in the Procedure for [Dealing with Applicants with Criminal Convictions](#). It sets out the expectations of when you need to disclose criminal convictions. It explains the action taken following disclosure. In extreme cases, this might result in expulsion from the programme.
- (d) Expectations of student behaviour are set out in the [Non-academic Discipline Procedures](#). Breach of these Regulations could result in the initiation of a disciplinary process against you and the imposition of sanctions. It can lead to expulsion from your programme of study and the Universities.
- (e) The KMMS [Low-Level Concerns, Fitness to Study & Fitness to Practise](#) Policy describes the steps taken if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- (f) The [Low-Level Concerns, Fitness to Study & Fitness to Practise](#) Procedure governs the fitness to practise arrangements. A failure to observe these requirements may call into question your fitness to practise. It may result in the initiation of a disciplinary process against you and the imposition of sanctions. It can lead to expulsion from your programme of study and the Universities.
- (g) The requirement to undergo an enhanced Disclosure Barring Service check before enrolment and the statutory provisions regarding disqualification by association. Depending on the outcome, you may be ineligible to enrol or continue on your programme of study.

## Complaints and Appeals

- 15. There is a [KMMS Admissions Complaints policy and procedure](#). This policy applies to all applicants to the programme of study. It also applies if you were a student on a previous programme of study at either of the Universities and subsequently applied to KMMS.
- 16. There is a Student Protection Plan for both the [University of Kent](#) and [Canterbury Christ Church University](#). Our Plans explain how we manage risks relating to the education we deliver. We explain the actions we would take if there was a risk to you continuing your studies. We describe how we would communicate with you and support you if these events should happen.
- 17. As a KMMS student, you can use the [KMMS Student Complaints Procedure](#). You should refer the KMMS complaints procedure if you wish to raise a complaint.
- 18. As a KMMS student, you can use the KMMS Appeals Procedure to make an appeal relating to our academic and professional decision-making. You should refer to the KMMS Appeals Procedure if you wish to appeal.

As a KMMS student, you can use the [KMMS Strategy for Countering Bullying, Undermining and Harassment](#).

- 19. Both Universities are members of the [Independent Adjudication for Higher Education](#)

(OIA) Scheme. Following the completion of the internal KMMS procedures, you will be issued with a completion of procedures letter. You can ask the OIA to review your complaint or appeal after completion of the internal procedures. The OIA Scheme does not apply to admissions appeals and complaints.

### **Changes to Regulations**

20. The Universities reserve the right to add to, delete or make reasonable changes to the Regulations where this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- To review and update the Regulations to ensure they are fit for purpose;
  - To reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - To incorporate sector guidance or best practice and changes required by the General Medical Council;
  - To incorporate feedback from students; and/or
  - To aid clarity or consistency of approach.
21. If there is a change to published material information relating to the Regulations when you are an applicant, the following terms apply:
- (a) There is to be a notification at the earliest possible opportunity to you of the decision to change the programme. It will set out the nature of the change, the reasons and the impact. It is to be conveyed in such a way that will enable you to decide whether the programme remains suitable and whether you should consider an alternative programme.
  - (b) Where reasonable, the Universities will offer you a suitable replacement programme.
  - (c) The Universities will include a notification of your right to withdraw the application. In the event of a withdrawal, there would be an appropriate refund of any course fees already paid.
22. If there is a change to published material information relating to the regulations when you are a student, the following terms apply.
- (a) The Universities will inform you at the earliest possible opportunity of the decision to propose a change to the programme in a way that results in a variation of the material information previously published to you.
  - (b) The Universities will engage in appropriate, active consultation, which can be evidenced, to seek each student's views on the programme potentially affected by the proposal to change the programme.
  - (c) The Universities will consider all students' expressed views before deciding whether to proceed with the proposal or to proceed with a modified proposal.

- (d) Where reasonable, the Universities will offer a suitable replacement programme for any student affected by the decision to change the programme and remains dissatisfied with the change.
  - (e) Where appropriate, the Universities will offer the right to withdraw to any student affected by the decision to change the programme and remains dissatisfied with the change.
  - (f) In the event of a withdrawal from the programme, and where applicable, there will be a refund of course fees in line with the University of Kent [Tuition Fee Refund](#) arrangements.
23. Any changes will normally come into effect at the start of the following academic year. Exceptionally, the changes may be introduced during the academic year where
- (a) the Universities reasonably consider this to be in the interests of students following consultation; or
  - (b) where the change is required by law; or
  - (c) changes to the regulations of an external body such as the General Medical Council.
24. All reasonable steps will be taken to minimise disruption to students wherever reasonably possible. It includes giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate.
25. The updated Regulations will be made available on the KMMS website and publicised by other appropriate means to make students aware of any changes.

#### **Disability and Reasonable Adjustments**

26. The Universities are committed to providing an inclusive and accessible environment and strive to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables engagement with you and discussion of your support needs.
27. When you apply, you should notify the University of Kent of any disability that may impact your ability to complete the programme and be fit to practice after completing your studies. We can implement reasonable adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process.

#### **Occupational Health**

28. Any offer to study is conditional upon a satisfactory Occupational Health assessment.
29. When you are a student, you will be required to make an annual declaration of good character and annually confirm that you remain in good health. In the event, there has been a change in your health, you will be required to undertake a fresh Occupational Health assessment.

### Disclaimers

30. The Universities will do all that we reasonably can to provide educational services as described on the KMMS website or in the prospectus or other documents issued by KMMS and the Universities to enrolled students. Sometimes circumstances beyond our control means we cannot provide such educational services. Examples of such circumstances include:
- (a) industrial action by KMMS and the Universities' staff or third parties;
  - (b) the unanticipated departure or absence of key members of University staff;
  - (c) power failure;
  - (d) acts of terrorism;
  - (e) damage to buildings or equipment;
  - (f) the acts of any governmental or local authority.
31. In any of the circumstances set out in paragraph 31 (a) to (f) inclusive, the Universities will take all reasonable steps to minimise the resultant disruption to those services and affected students. It includes offering affected students the chance to move to another programme or institution or deliver a modified version of the same programme. To the extent possible under law, the Universities exclude liability for any loss or damage suffered by any applicant or student due to those circumstances.
32. The Universities will use all reasonable endeavours to deliver the programme following the description applied to it in the prospectus for the academic year in which you begin the programme. However, the Universities will be entitled to make reasonable changes to the programme to deliver a better quality of educational experience to students enrolled on the programme. Such changes may be to:
- (a) the content and syllabus of programmes, including placements;
  - (b) the timetable, location and number of classes;
  - (c) the timing, content or method of delivery of programmes of study; and
  - (d) the examination and assessment process.
33. In making any changes under the above paragraph, the Universities will aim to keep the changes to the minimum necessary to achieve the required quality of experience. They will notify and consult with affected students in advance about any changes that are required. If the Universities change your programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme, move to another programme and, if required, reasonable support to transfer to another provider.
34. KMMS works in partnership with the Brighton and Sussex Medical School (BSMS) for support and quality assurance purposes. If the decision is made to discontinue the KMMS there is an agreed contingency plan to sustain the student experience. BSMS

agreed to transfer all KMMS students onto the Bachelor of Medicine, Bachelor of Surgery degree offered by BSMS if required. As such, students would become students of the University of Brighton and the University of Sussex. These would become the awarding institutions upon satisfactory completion of the BMBS degree by the student.

35. The Universities do not exclude or limit in any way their liability for:
- (a) death or personal injury caused by its negligence or the negligence of their employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation.
36. The Universities do not accept responsibility, and expressly exclude liability, to the fullest extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

#### **Data Protection**

37. When you apply to and register with the University of Kent for a KMMS programme, KMMS and the Universities will use the personal information you gave us. The University of Kent will share your personal data with KMMS and Canterbury Christ Church University. We explain how we do this in the [KMMS Privacy Notice](#). We explain where we may pass personal information to third parties, including placement providers.
38. KMMS and the Universities use the information we hold to process your registration, keep in touch with you and provide services and facilities. You need to keep your personal information up to date. You can do this by telling us of any changes or errors. You must notify us promptly if you change your name, the country you are resident, or your contact details.
39. Before updating its records, the University of Kent may ask you to provide evidence of the change.
40. The University of Kent will pass personal information to the [Christ Church Students' Union](#) and Kent Students' Union under a [data transfer agreement](#). The reason is to enable you to use the Students' Unions' facilities and services. You can ask the University of Kent not to pass the information to the Students' Unions by e-mailing [EMS@kent.ac.uk](mailto:EMS@kent.ac.uk).

#### **Visa Requirements for Overseas Students**

41. If you are an overseas student, you may need a student visa to take up your place at KMMS. Further information about [visas](#) is available.
42. If you require an Academic Technology Approval Scheme (ATAS) certificate, you will need to ensure you have obtained this before making your visa application. Failure to have your ATAS certificate (if applicable) at the time of your visa application can lead to a visa refusal. Further information about [ATAS](#) is available.

## **CANCELLATION RIGHTS**

### **Right to Cancel**

43. You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire after 14 days from the day you accept the offer of a place at KMMS.
44. To exercise the right to cancel, you must inform the University of Kent of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the model cancellation form at the end of this document, but it is not obligatory. Alternatively, you can send an e-mail to [EMS@kent.ac.uk](mailto:EMS@kent.ac.uk).
45. You can cancel before the cancellation period has expired.

### **Effect of Cancellation**

46. If you cancel this contract as set out above, the University of Kent will reimburse all payments received. The University of Kent will make the reimbursement without undue delay and not later than 14 days after the day on which you cancel this contract.
47. The University of Kent will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees due to the reimbursement.

### **Cancellation After the Statutory Cancellation Period**

48. Should you cancel the contract after the statutory cancellation period has expired, the University of Kent will not refund payments received. Depending on when you cancel the contract, particularly whether it is before or after enrolment, you may be obliged to pay a proportion of your tuition fees, as set out in the [Debt Management Procedures](#).

## **PROGRAMMES THAT BEGIN WITHIN THE STATUTORY CANCELLATION PERIOD**

49. Should your programme be due to begin within 14 days from the date you accept the offer (for example, if applying through adjustment or clearing), then by accepting the offer, you expressly agree the service begins within the cancellation period. If you subsequently decide to cancel the contract within the cancellation period you will be liable to pay a proportion of fees to cover the period from the commencement of the Universities' services to you to the date of cancellation, as set out in the [Debt Management Procedures](#).

### **General**

50. If any provision of the contract between you and the Universities is held to be void or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
51. The contract between you and the Universities shall be governed by and construed under the laws of England and Wales. The parties agree to submit to the jurisdiction of the courts of England and Wales.



52. This contract does not confer third party benefits under the Contract (Rights of Third Parties) Act 1999.

**GLOSSARY**

BM BS	a Bachelor of Medicine, Bachelor of Surgery degree programme
Enrolment	means the initial and provisional admission of you as a student on a KMMS programme
KMMS	the Kent and Medway Medical School, which is a collaboration between Canterbury Christ Church University and the University of Kent
Registration	the entry of an applicant as a student of the KMMS following the successful completion of all the checks and after a registration form has been signed (and "Registered student" is construed accordingly)
Universities	the University of Kent and Canterbury Christ Church University
We	the University of Kent and Canterbury Christ Church University
You	any person who is either a prospective or applicant or a registered student of KMMS

**MODEL CANCELLATION FORM**

Please fill out this form and send by post addressed to:

Enrolment Management Services,  
The Registry  
University of Kent  
Canterbury Kent  
CT2 7NZ

Or send by email to [ems@kent.ac.uk](mailto:ems@kent.ac.uk)

I hereby given notice that I wish to cancel my contract with the University to study the programme commencing in [(Month) ] [(Year) ].

Name of student:

Student number:

Programme title:

Date you accepted your offer:

Address of student:

Signature of student:

Date: