

The University of Sussex
LLM Qatar Postgraduate Terms and Conditions Academic Year 2019/2020

1 Interpretation

1.1 In these Terms and Conditions the following expressions have the meaning below:

Clause	means a clause in these Terms and Conditions
Contract	means the Terms and Conditions, Relevant Documents, Offer, and Prospectus
Course	means Your prospective or registered course of study on the LLM Corruption, Law and Governance delivered by the University in Qatar and facilitated by ROLACC
Offer	means any offer letter from the University's admissions Office made by the University to You for a place on Your prospective or registered Course
Prospectus	means the University online prospectus as at the date we make an offer to You
Relevant Documents	means the University's regulations and policies as they apply to You, the supplemental agreements, or any other document referred to throughout the Terms and Conditions, which may be amended from time to time
ROLACC	means the Rule of Law & Anti-Corruption Center in Qatar who is the University's local partner and facilitates delivery of the Course in Qatar
"Student", "You" or "Your"	means Postgraduate Taught (PGT) students, on the Course
Terms and Conditions	means this document
University	means the University

1.2 In the event that the provisions of these Terms and Conditions conflict with or there is any inconsistency with the Relevant Documents, the provisions of

these Terms and Conditions shall prevail.

1.3 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.

1.4 A reference in these Terms and Conditions to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.

2 The Contract

2.1 By accepting Your Offer, You agree to be bound by the terms of the Contract from the date You accept Your Offer and for the duration of your registration at the University.

2.2 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.

2.3 The Contract takes effect from either the first day of the academic year or Your acceptance of any Offer made by the University, whichever is earlier.

2.4 If You are deferring Your place with us (e.g. You join us one year later), then the Contract in place for that year will apply to You.

3 Right of cancellation

3.1 As the Contract between You and the University is made exclusively by means of distance communication, You may cancel the Contract by informing the University and ROLACC in writing within fourteen (14) days of You accepting the Offer ('the cancellation period'). In order to cancel the Contract within the cancellation period, You should give us written notice of Your cancellation (for PGT students pg.applicants@sussex.ac.uk; You may complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation> to give this notice. You should also contact ROLACC to inform them of your cancellation by emailing sarjani@rolacc.qa. If any payment has been made under the Contract prior to the date of cancellation pursuant to this paragraph (including the payment of any deposit), You will receive a full refund in accordance with our Course Fees deposit policy (see page 9) or Course Fees refund policy (see page 12).

4 University Obligations

4.1 The University will use all reasonable endeavours to deliver Your Course with reasonable care and skill and in accordance with the description applied to it in the Prospectus, and the University shall explain the academic requirements for the Course to You. If there is a change to Your Course, Clause 8 of these Terms and Conditions will apply.

4.2 ROLACC, together with the University shall provide You with access to the necessary equipment and facilities in order for You to undertake Your Course.

5 Student Obligations

- 5.1 You will act in accordance with this Contract. If, You do not meet the University's expectation that You will maintain a good standard of conduct in line with the University's regulations, which are available at <http://www.sussex.ac.uk/ogs/govdocuments/regulations> the University may take disciplinary action against You under the regulations for student discipline contained in the Relevant Documents. One of the possible outcomes of such an action is that Your Contract with the University may be terminated resulting in You being removed from Your Course.
- 5.2 If, prior to Your first day of tuition on the Course, it comes to the University's attention that You have acted or threaten to act in a way which threatens the health or safety of any other member of the University or ROLACC, its employees or other students, or threaten to do any illegal acts (including but not limited to dealing controlled substances, or causing physical damage to anyone or thing), the University will suspend Your admission.
- 5.2.1 If You are suspended under Clause 5.2, the University will invite You to make representations about the allegations. Following those representations, the University may:
- 5.2.1.1 Terminate the Contract and withdraw You from the University; or
 - 5.2.1.2 Lift the suspension; or
 - 5.2.1.3 Keep the suspension, but put in place behavioural requirements or restrictions for Your continued admission to the Course.
- 5.3 You must meet the ongoing academic requirements of Your Course, including but not limited to; the mandatory passing of modules, submission of Course work and other assignments, attendance at examinations and attendance at lectures, seminars, supervisory meetings and any other such teaching or research forums provided in relation to the Course . If You do not pass modules as required by Your Course, the University will require You to resit examinations or repeat a year of study in accordance with the University's Examination and Assessment Regulations. If, following resits or repeats You have not progressed sufficiently to remain on Your Course, the University will withdraw You in accordance with our regulations.
- 5.4 As a PGT student, You agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook www.sussex.ac.uk/termsandconditions/academicmisconduct.
- 5.5 You will pay all Course fees in accordance with Clause 8, as and when they fall due.
- 5.6 You are responsible for ensuring that you have the necessary visa and entry/exit requirements necessary in order to attend delivery of the Course in Qatar.

6 Provision of Information and qualifications

- 6.1 The Offer the University makes is subject to You satisfying the academic and other requirements for admission. If the Offer is conditional, the University will set out the conditions in the Offer You need to fulfil in order to be admitted to the Course. If You have not fulfilled the conditions of Your Offer before the start of the Course, we reserve the right to withdraw the Offer.
- 6.2 You will use all reasonable care in disclosing to the University full and accurate academic and personal information as is required for application, admission and enrolment on the Course.
- 6.3 As soon as reasonably practicable, You will inform and continue to keep the University informed of any changes to the information You disclose under Clause 6.2.
- 6.4 The University may require You to provide satisfactory evidence that You have met all the requirements to be able to study at the University. Failure to provide such evidence when requested will result in the termination the Offer, the revocation of Your registration as a student of the University and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence Your qualifications prior to admission as appropriate.
- 6.5 If the University discovers You have been dishonest in the information You provide under this Clause or that the information provided contains material inaccuracies, or that You have withheld relevant information, the University may terminate this Contract and withdraw You from the University.

7 Fees

- 7.1 Your Course fees are detailed in Your Offer. Course fees are payable directly to ROLACC. You will receive a letter from them detailing payment options and method of payment in due course.
- 7.2 There may be other related costs and expenses connected to Your Course , such as materials for projects and options to participate in field trips and visits which are payable separately.
- 7.3 If You fail to pay Your course fees, the University's policy is to take firm, fair and timely steps to recover all monies due. The University might withdraw You from Your course if You do not keep up with the terms of Your agreed payment plan in accordance with the Relevant Documents.
- 7.4 The University agrees to deliver Your Course to You pursuant to our arrangement with ROLACC that they will collect and pay to us your Course fees. ROLACC therefore have the University's express authority to enforce this Clause 7 against you, in the event that you fail to pay them all or any part of your Course fees.
- 7.5 In the event that a third-party sponsor has agreed to pay all or part of Your

course fees, You will still remain primarily liable for the payment of Your course fees.

- 7.6 Our website has a copy of the The Course refund policy (see page 12). Any application for a refund in accordance with these terms and conditions shall be made to ROLACC at sarjani@rolacc.qa and copied to Student Accounts, Financial Operations, University of Sussex, Sussex House, Falmer, Brighton BN1 9RH or by email to studentaccounts@sussex.ac.uk

8 Course changes

- 8.1 The University has in place a student protection plan, which is available at <http://www.sussex.ac.uk/ogs/policies>, which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks, and in line with Clause 4.1 thereof, the University will use all reasonable endeavours to deliver Your Course as it was described in the Offer and Prospectus. However, circumstances may change and therefore it may be necessary to make significant changes to the way the Course is delivered, or cancel the Course.

- 8.2 For Students who have accepted an Offer but not yet registered;

8.2.1 The University will use all reasonable endeavours to ensure that any changes to Your Course that are considered to be required are kept to a minimum. If the University needs to make any material changes to Your Course before You register at the University, we shall bring these to Your attention as soon as possible;

8.2.2 Circumstances may change to the point that we need to discontinue Your Course. Possible reasons for discontinuing Your course could include loss of professional accreditation for the Course, loss of teaching staff, insufficient students are registered on the Course or the inability of ROLACC to facilitate the Course. This list is non-exhaustive. If the University cancels the Course prior to You registering at the University, we will notify You as soon as possible.

8.2.3 If You reasonably believe that the proposed changes as notified to You in Clause 8.2.1 will prejudicially affect You, You may cancel the Contract and withdraw Your application.

- 8.3 Once You have registered as a student of the University, it will use reasonable endeavours to deliver Your course as per the terms of the Contract, but:

8.3.1 The University may make a material change to Your course (such as the nature of the award, or in relation to a material aspect of the curriculum). In such circumstances we will consult with You and notify You of the changes as soon as possible. If You reasonably believe that the proposed material changes will prejudicially affect You, You may cancel the Contract and withdraw from Your Course.

- 8.3.2 The University may be forced to discontinue Your Course, for example possible reasons for discontinuing Your course could include loss of professional accreditation for the Course, loss of teaching staff, or insufficient students are registered on the Course or the inability of ROLACC to facilitate the Course. This list is non-exhaustive. In such a case the University will inform You as soon as is reasonably possible
- 8.3.3 The University reserves the right to make variations to Your Course in order to improve the Course for You, including the quality of educational services, to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify You will depend on the nature of the changes but, in any event, such changes will be recorded in the updated course information on our website.
- 8.4 In the case of optional modules, the running of these modules is entirely dependent upon how many students who wish to take up that option. If the course is undersubscribed it may not run. If the course is over-subscribed then priority will be given to those students for whom the module is a core module, any remaining places will be allocated on priority of who applied first.

9. Limitation of Liability

- 9.1 Nothing in this agreement will limit the University's liability for:
- 9.1.1 death or personal injury caused through the University's negligence; or
 - 9.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 9.2 The University will not be liable for any injury sustained which was caused by another student or by any person who is not an employee or authorised agent of the University.
- 9.3 The University will not be liable for any loss or damage to Students' personal property (including computer equipment and software), including any 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, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that You insure personal property against such risk of loss and damage.
- 9.4 Neither You, nor the University, will be liable for failure to perform any obligations under this Contract if the failure arises from circumstances that are beyond that party's reasonable control. In the case of the University, circumstances beyond its reasonable control include but are not limited to industrial action or similar action by University staff. The University must ensure that the consequences of failure to act are kept to a minimum.

10. Intellectual Property

- 10.1 You shall own any intellectual property You generate and provide to us during Your Course, however by entering into this Contract You grant us an irrevocable non-exclusive licence to use Your intellectual property without charge solely for the purpose of publishing Your doctoral thesis in the institutional repository.

11. Your Data

- 11.1 The University will process Your personal data in accordance with UK Data Protection law. We may share Your data with third parties, and in particular ROLACC, which we will do in reliance on a data sharing arrangement which affords you adequate safeguards for the protection of your personal data and in accordance with our data protection policies and privacy notice contained in the Relevant Documents and available on the University website (<https://www.sussex.ac.uk/about/website/privacy-and-cookies/privacy>).
- 11.2 Once You are registered as a Student the University is required to collect and provide information to certain external agencies including the Higher Education Statistics Agency (or any replacement body from time to time), whose data protection notice can be found at <https://www.hesa.ac.uk/about/regulation/data-protection>. After You complete Your studies, we will retain basic registration details, results and Your address, and any information that may be required in relation to matters that are still outstanding. Basic information will also be passed to our Development and Alumni Relations Office to create an alumni database. The remaining information will be destroyed.

12. General

- 12.1 The Contract, including these Terms and Conditions, constitute the entire agreement between You and the University, and supersedes all previous agreements between You and the University, whether written or oral.
- 12.2 With the exception of Clause 7 (Fees), the terms of the Contract shall not be enforceable by any party who is not a party to it.
- 12.3 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of the Contract shall continue in full force and effect.
- 12.4 Subject to Clause 7 (4) (Fees) and Clause 12 (5), this Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
- 12.5 Nothing in this Clause 12 shall limit the right of the University and ROLACC to

take proceedings against you for recovery of Fees or enforcement of the terms of Clause 7 (Fees) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

13. Concerns and Complaints

13.1 If You have a complaint or concern about the University, You should use the complaints procedure, which is designed to address any complaints quickly and fairly.

13.2 In the first instance, You should raise the matter with the ROLACC Programme Co-Ordinator at ROLACC at sarjani@rolacc.qa who will try to resolve the matter with You directly as quickly as possible. Failing which the complaint should be escalated in accordance with the University complaints procedures detailed below.

13.2.1 The PGT admissions complaints procedure can be found at:
www.sussex.ac.uk/termsandconditions/pgapplicantfeedback

13.2.2 Once You are registered as a student if You have a complaint please follow our complaints procedure at:
<http://www.sussex.ac.uk/ogs/complaintsappeals/students>.

13.2.3 Should You remain dissatisfied with the University's handling of Your complaint You have the right to complain to the Office of the Independent Adjudicator (<https://www.oiahe.org.uk/>).

13.3 You are not restricted from seeking legal advice at any point.

13.4 If You have any other concerns, such as any academic or personal reasons you may not be able to continue on the course You are advised to contact both the ROLACC and University of Sussex School of Law course administrators at the earliest possible stage.

Masters Course fee deposits for LLM Qatar

The University of Sussex, together with its partner the Rule of Law and Anti Corruption Center (ROLACC) is committed to providing the best possible experience to students studying on the LLM Corruption, Law and Governance (the LLM).

If you are accepting an offer of a place on the LLM in September 2019, we will require you to pay a Course fee deposit of £2,000. This will secure your place and ensure that the University and ROLACC are able to deliver excellent service, and support you in preparation for your studies.

This deposit is to be paid upon either a) accepting an unconditional offer or b) accepting an offer after you have met all your academic and language conditions. The right for you to ask for a refund of the deposit is very limited once you have accepted an offer and paid the deposit (find out more about refunds on page 10).

This deposit will be subtracted from your Course Fee due upon commencement of the LLM.

Who is required to pay a Course fee deposit?

A deposit of £2,000 is required if you have applied directly to the University for a taught postgraduate Masters Degree course which leads to an award of the University.

You will be **exempt** from the requirement to pay a deposit if you provide sufficient evidence that you have sponsorship for the full Course fees from a sponsor recognised by the University (such as the UK government, your home government ministry, an international organisation, company or university) – find out more on our [tuition fees pages](#).

Amount of deposit and additional costs

The LLM Course fee deposit for 2019/20 entry is £2,000.

Please be aware that you may also be liable for additional deposits or pre-payments prior to starting on your Course, including:

- [Pre-sessional English course pre-payments](#)
- Materials and equipment necessary for study
- Travel costs and other living expenses

How to pay your Course fee deposit

The LLM is offered with our partner in Qatar, ROLACC. Please pay the required deposit directly to ROLACC. The Course fee deposit (as well as subsequent full Course fee in its entirety or by instalments) can be paid in two ways:

- 1) By cheque delivered in person to the Rule of Law and Anti-Corruption Center, at the address included in the 'Further Information' section of your offer letter.

The cheque should be made payable to '**Rule of Law and Anti-Corruption Center**', or

- 2) By bank transfer to the following account details.

Qatar National Bank

Swift number -	QNBAQAQA
Account number -	0013-045284-001
IBAN number -	QA74 QNBA 0000 0000 0013 0452 8400 1

If paying by bank transfer, you must include your application number as a reference.

Refunds and deferment

Below is our Course fee deposit refund policy which also details what will happen if you decide to defer entry.

- Refunds of the deposit will only be made in extremely limited circumstances and will not be given if you change your mind and decide you no longer want to take up your place. Once you have paid a Course fee deposit a refund will only be issued if one of the following grounds applies:
 - (a) If within 14 days of receipt of payment of the deposit you request a refund.
If you commence on the LLM or access electronic course materials or resources during this period you agree to waive your right to a refund;
 - (b) If, in the year for which you have accepted an offer to start the LLM, and paid a Course fee deposit, the University cancels the course;or
 - (c) If you have been refused a visa for attendance on the LLM teaching blocks in Qatar, unless there was a clear error or omission made by you in your application which is given as the reason for the refusal (e.g. false documents were supplied). The Visa Refusal letter issued by the Qatari Ministry of Interior must be submitted with any request for a refund, which will be considered by the University and ROLACC in determining whether a refund will be given.
- If there are severe, unanticipated and exceptional circumstances beyond your control that justify and prevent you from arriving to start study, you should contact the Course coordinators at ROLACC at sarjani@rolacc.qa and gdarwish@rolacc.qa and the [International Office at Sussex](#). If there is an option to defer your place then the University will hold the deposit to use for the following year's course of study. If this is not an option, then the University and ROLACC will require details and evidence of the extenuating circumstances and shall consider whether a refund should be made.
- Any applications for a refund of a Course fee deposit paid under this policy must be made in writing to the course coordinator at ROLACC at sarjani@rolacc.qa and gdarwish@rolacc.qa and copied to Student Accounts, Financial Operations, University of Sussex, Sussex House, Falmer, Brighton BN1 9RH or by email to studentaccounts@sussex.ac.uk as soon as possible. The University together with

ROLACC will assess your request for a Course fee deposit refund and if they decide you are entitled to a refund will notify you.

- Refunds will be made at the rate of exchange in force on the date the refund is processed. Any charges levied by the receiving bank will be paid by you. Neither the University nor ROLACC shall be liable for any shortfall due to exchange rate fluctuations.

What if I decide to defer entry to the following year?

- If, after payment of a Course fee deposit, you wish to apply to defer entry to the following academic year, you should apply as soon as reasonably possible. The University shall consider whether the request can be approved (approval is not to be unreasonably withheld). In determining whether an application to defer can be approved the University shall take into account the following:
 - a) The course,
 - b) The timing of the request,
 - c) The number of applicants enrolled on the course.
- If the request is approved, the Course fee deposit will be retained to the following academic year. If the request cannot be approved by the University (acting reasonably) then the deposit will not be refunded unless one of the grounds in this Course fee deposit refund policy applies.
- The University will only allow a student to defer entry once. If, having already deferred entry, you wish to defer for a second time, then you must re-apply. The deposit paid will not be refunded unless one of the grounds in this Course fee deposit refund policy applies. If you are offered a place on the LLM on reapplication, a further Course fee deposit of £2,000 will be required.
- If you wish to defer, and the University has cancelled the course for the following year, then you will not be permitted to defer entry. If you do not wish to start on the course in the year of entry which was originally applied for, the deposit will not be refunded unless one of the grounds in this refund policy applies.

LLM Corruption, Law and Governance

Qatar refund and remission policy

The delivery of the LLM Corruption, Law and Governance (the LLM) is facilitated through an Agreement with our delivery partner, the Rule of Law and Anti Corruption Center in Qatar (ROLACC). Payment for your Course fees are made directly to ROLACC who, pursuant to our Agreement with them, pays your tuition fee to the University. This arrangement requires a departure from some of the University's standard refund and rebate policies in order to ensure a fair, consistent and transparent application of policy to international students undertaking studies in Qatar.

Refund Policy specific to the LLM

There is a separate policy that applies to the LLM Course fee deposit (see page 9 of this document).

Any application for a Course fee adjustment or refund under this policy should be made in writing to ROLACC at sarjani@rolacc.qa and gdarwish@rolacc.qa and copied to Student Accounts, Financial Operations, University of Sussex, Sussex House, Falmer, Brighton BN1 9RH or by email to studentaccounts@sussex.ac.uk.

Course fee adjustments due to intermission or permanent withdrawal can only be applied once all the appropriate paperwork has been provided to ROLACC.

Withdrawal and Intermission

You may wish to take time out from your course for a number of different reasons. If you intend to return to your course after a set period of time it is known as intermission or temporary withdrawal. If you wish to leave your course and not return at a future date it is known as permanent withdrawal.

How do I intermit or withdraw from my course?

If you are thinking of intermitting or withdrawing from your course you need to speak to the appropriate office as soon as possible. Students should contact the [Course Coordinator at ROLACC](#) or their academic advisor if they wish to discuss this. Students may also contact the Student Life Centre at the University of Sussex, by phoning +44 1273 876767, or emailing studentlifecentre@sussex.ac.uk

[Find out more about withdrawing or taking a break from your course on the Student Life Centre's website](#)

How will my tuition fees be affected?

- Once your request to intermit or withdraw has been processed by ROLACC, your student record will be updated accordingly. Your liability for Course fees will be amended in line with this refund or rebate policy.
- No Course fees are charged when a new entrant notifies ROLACC and the University of their intention to withdraw within three weeks of the commencement of the LLM. The Course fee deposit (see page 9 of this document) is not refundable unless a ground under the relevant policy applies.
- If you withdraw after this date, you may be entitled to a refund of any overpayment of Course fees, excluding Course fee deposit, only under the terms of this policy.
- ROLACC may need to obtain further information from you before a decision can be made on your application for a refund. This may include a request to speak with any third party who has either paid or agreed to pay the Course fees on your behalf, to confirm details and obtain payment information directly from them.
- Where a refund is repaid, neither the University nor ROLACC will be liable for any bank or other charges incurred nor any shortfall due to exchange rate fluctuations.

How Course fees are charged following temporary or permanent withdrawal

Students commencing in the Autumn term (September 2019) will be charged the full Course Fee. This can be paid by instalments agreed following discussion with ROLACC.

If a student remits or permanently withdraws and a Course fee refund is applicable, it will be based on the student's last date of attendance, and accrue as follows:

- a) Last date of attendance is on or before the last day of the Autumn term in year 1 studies (13 December 2019): 25% of the full Course fee will be charged.
 - b) Thereafter, where the last date of attendance is on or before the last day of Spring term in year 1 studies (27 March 2020): 50% of the full Course fee will be charged.
 - c) Thereafter, where the last date of attendance is on or before the last day of the Summer term in year 1 studies (6 June 2020): 75% of the full Course fee will be charged.
 - d) Lastly, where the last date of attendance is on or after the first day of the Autumn term in year 2 studies (21 September 2020): 100% of the Course fees will be charged.
- The only exception to the above fee liability will be where the LLM is discontinued or you withdraw from the LLM due to a material change to your Course pursuant to Clause 8 of your terms and conditions.

What happens if I owe tuition fees after I have intermitted or withdrawn?

- You may still have an outstanding balance to pay once your Course fees have been amended to reflect your intermission or withdrawal, if for example you have previously paid under an agreed payment plan by instalments. ROLACC will confirm this with you at the time a decision on any Course fee refund is advised to you.
- If you have permanently withdrawn from the LLM, you will need to pay any outstanding amount as soon as possible. If you need to discuss your account, or arrange payment of your balance, please contact the course coordinators at ROLACC at sarjani@rolacc.qa and gdarwish@rolacc.qa.