

**The University of Sussex
Online Distance Learning Post
Graduate Terms and Conditions Version
Autumn 2020**

1 Interpretation

1.1 In these Terms and Conditions the following expressions have the corresponding meanings.

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 enrolled course of study at the University
Home Students	A student from the UK, Channel Islands and Isle of Man as outlined here: https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status
International Students	A student from outside the UK, Channel Islands and Isle of Man as outlined here: https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status
Module	Means any individual module of study on Your Course and Modules means more than one module of study
Offer	means any offer letter approved by the University's Admissions Office and issued by the University or any agent authorised to act for and on behalf of the University to You for a place on Your prospective or registered course of study at the University
Period of Registration	means the maximum period of registration during which to complete Your Course as notified in Your Offer OR means four (4) years from the date of commencement of study on Your first Module
Prospectus	means the online distance learning prospectus as at the date we make an offer to You
Relevant Documents	means the University's regulations and policies which apply to You, supplemental agreement such as Module Contracts, or any other document referred to throughout the Terms and Conditions, which may be amended from time to time
"Student", "You" or "Your"	Means you, a prospective or enrolled Online Distance Learning student

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Terms and Conditions means this document

University means the University of Sussex

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.

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

3 Right of cancellation

3.1 As this Contract between You and the University is made exclusively by means of distance communication, You may cancel this Contract by informing the University in writing within fourteen (14) days of You accepting the Offer ('the cancellation period').

3.2 In order to cancel this Contract within the cancellation period, You should give us written notice of Your cancellation by contacting us at studentsuccess@sussex.ac.uk

3.3 If any payment has been made under this Contract prior to the date of cancellation pursuant to this paragraph (including the payment of any deposit), we will provide You with a full refund in accordance with our Financial Refund or Rebate Policy. www.sussex.ac.uk/termsandconditions/financepolicies.

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 10 of these Terms and Conditions will apply.

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5 Student Obligations

Standard of Conduct

- 5.1 You will act in accordance with this Contract. If, once You commence Your Course at the University, 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 You agree to uphold the University's standards of academic integrity and to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook <http://www.sussex.ac.uk/adqe/standards/examsandassessment>.
- 5.3 If, prior to commencement of Your first Module with the University, it comes to the University's attention that You have acted or threaten to act in a way which threatens the health, safety or wellbeing of any other member of the University, its employees or other students, or threaten to do any illegal acts (including but not limited to online harassment, incitement to illegal acts or trolling), the University will suspend Your admission.
- 5.3.1 If You are suspended under Clause 5.3, the University will invite You to make representations about the allegations. Following those representations the University may:
- 5.3.1.1 Terminate this Contract and withdraw Your Offer ; or
 - 5.3.1.2 Lift the suspension; or
 - 5.3.1.3 Keep the suspension, but put in place requirements for Your continued admission at the University.

Course Management

- 5.4 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, completion of examinations and participation in online lectures, seminars, webinars, supervisory meetings and any other such online teaching or research forums provided by the University. If You do not pass Modules as required by Your Course, the University will require You to resit assignments or repeat a module 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 the University's regulations.

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- 5.5 If the University reasonably considers that You are failing to engage sufficiently with Your studies, the University may assess You suitably to continue on Your Course. **If the University does not consider that there are reasonable prospects that You will complete the Modules for Your Course within the Period of Registration, You may be withdrawn from Your Course.**
- 5.6 You will be responsible for managing the study of the Modules on Your Course to ensure that You study and complete all the Modules necessary to complete the Course within the Period of Registration. If at any point You have concerns that You will not be able to complete all the Modules on Your Course within the Period of Registration You must notify the University at studentsuccess@sussex.ac.uk as soon as possible. **If You do not complete the required Modules within the Period of Registration then the University can permanently withdraw You from Your Course.**

Services and Equipment

- 5.7 You are expected to provide the necessary equipment and services (including internet connection) to undertake Your Course of study online. All such equipment and services will be provided at Your cost. If a Module requires You to use specific software then You must use Your best endeavours to install such software on Your equipment. If You are unable to obtain the software You must notify the University as soon as possible by contacting us at studentsuccess@sussex.ac.uk. The University shall take reasonable steps to assist but will not be under any obligation to provide alternative software.

6 International Students

- 6.1 There is no requirement for students studying courses offered by the University by means of online distance learning to visit our campus. If You are a student from outside the UK or European Union, we will not issue You a CAS to study on a Student Visa at the University of Sussex. If You wish to attend a graduation ceremony You should obtain a Standard Visitor Visa and information is provided on our web pages <http://www.sussex.ac.uk/internationalsupport/immigration/graduation>.

7 Provision of Information and qualifications

- 7.1 The Offer the University makes is subject to You providing satisfactory evidence of Your academic qualifications (if requested) and meeting any conditions in Your Offer. If You have not provided evidence (if requested) or fulfilled any conditions of Your Offer before the start of the Your first Module, the University reserves the right to withdraw the Offer.
- 7.2 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.
- 7.3 As soon as reasonably practicable, You will inform and continue to keep the

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University informed of any changes to the information You disclose under Clause 7.2.

- 7.4 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 of the Offer, the revocation of Your registration as a student of the University and/or the termination of the Contract.
- 7.5 If the University discovers You have been dishonest in the information You provide under Clause 7.1, 7.3 or 7.4, or that You have withheld relevant information, the University may terminate this Contract and withdraw You from Your Course.

8 Criminal Convictions

- 8.1 To enable the University to discharge its safeguarding obligations, Your Offer is subject to a satisfactory criminal convictions disclosure by You.
- 8.2 You must immediately disclose to the University any “relevant” unspent criminal convictions which are:
- 8.2.1 any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - 8.2.2 offences listed in the Sex Offences Act 2003;
 - 8.2.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - 8.2.4 offences involving firearms;
 - 8.2.5 offences involving arson;
 - 8.2.6 offences listed in the Terrorism Act 2006; and
 - 8.2.7 any convictions from another jurisdiction which are equivalent to those at clauses 8.2.1 to 8.2.6
- 8.3 Convictions that are “spent” (as defined by the Rehabilitation of Offenders Act 1974), or will be spent at the point of starting the course of study, do not need to be declared. If You are uncertain as to whether Your conviction is spent, or if your conviction is from another jurisdiction, please seek independent advice.
- 8.4 Prior to and no later than the point when you register as a student the University will require You to disclose any “relevant” unspent criminal convictions (as set out at clause 8.2)

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- 8.5 If you are convicted of an offence whilst you are studying at the University You must disclose any unspent criminal convictions.
- 8.6 The University's Criminal Convictions Panel will consider any relevant unspent conviction disclosed to the University. Certain criminal convictions may result in Your Offer of a place being withdrawn or conditions being imposed to allow You to take up Your Offer at the University.
- 8.7 If You have already registered as a student at the University, the Criminal Convictions Panel will evaluate whether it is appropriate for a student with an unspent criminal conviction to continue to be part of the University.
- 8.8 Failure to disclose an unspent criminal conviction may result in Your Offer being withdrawn. If You have already registered at the University disciplinary action will be taken and Your Contract with the University may be terminated, resulting in removal from Your Course.
- 8.9 Further information on the University's policy and procedures relating to criminal convictions can be found at www.sussex.ac.uk/criminal-convictions. Processing of your personal data will be carried out in accordance with our data protection policy.

9 Fees

- 9.1 Your fees and the payment terms will be set out in Your Offer. Fees are paid on a modular basis. You will pay all fees for each Module in accordance with Your Offer and the payment terms. There may be other related costs and expenses for some modules, such as specific software. The University's policy on additional costs can be found at www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees
- 9.2 When You enrol on a Module, You will be required to pay a fee for taking that Module ("Module Fee"). No fees will be due unless and until You enrol on a Module. Your enrolment on a Module creates a new and distinct contract between us ("Module Contract").
- 9.3 You must have enrolled on a Module and have paid the Module Fee at least 5 days prior to the commencement of the relevant Module. Your registration on a Module may be withdrawn if You have not paid the Module fee 5 days before the commencement of the relevant Module.
- 9.4 You may cancel the Module Contract and receive a full refund of any fees paid in relation to the Module Contract if You notify us prior to the 9th day following commencement of the relevant Module ('the Module Contract Cancellation Period'). In order to cancel the Module Contract within the Module Contract Cancellation Period, You should give us written notice of Your cancellation by contacting us at <mailto:studentsuccess@sussex.ac.uk> (You must complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation/postgraduate-taught> to give this notice) stating Your

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name, student/applicant number, Course and reason for cancellation.

- 9.5 If any payment has been made under the Module Contract prior to You cancelling the Module Contract during the Module Contract Cancellation Period pursuant to this paragraph, we will provide You with a full refund within 14 days of You cancelling the Module Contract.
- 9.6 After the Module Contract Cancellation Period, You may request a refund of module fees due to exceptional or mitigating circumstances if supported by evidence, for example medical advice in the form of a doctor's note. You must email any application for a refund after the expiry of the Module Contract Cancellation Period to studentsuccess@sussex.ac.uk and each application will be considered on a case-by-case basis. Any refunds made will be issued in accordance with the University's Financial Refund or Rebate Policy www.sussex.ac.uk/termsandconditions/financepolicies
- 9.7 It is Your responsibility to ensure that You complete all the Modules for Your Course within the Period of Registration You will not be entitled to any refunds if You fail to do so.
- 9.8 Module fees will not increase for two years from Your initial Course start date, which will be outlined in Your Offer. However, Your module fees will be subject to change in accordance with clause 9.9
- 9.9 After two years from Your initial Course start date, Module fees will be subject to an increase of 2.5% in each subsequent year to take account of our increased costs of providing educational services to You and ensure that we are continually improving the educational services we provide to You. These fees will not be subject to any other variation other than those described in this paragraph 9.9.

10 Course changes

- 10.1 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 the University will use 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 Modules or the way the Course is delivered, or cancel Modules or the Course.
- 10.2 For Students who have accepted an Offer but not yet commenced study for the first Module:
- 10.2.1 The University will use all reasonable endeavours to ensure that any changes to Your Course or Modules that are considered to be required are kept to a minimum. If the University needs to make any material changes to Your Course prior to Your commencing study on Your first Module, we shall bring these to Your attention as soon as possible.
- 10.2.2 Circumstances may change to the point that we need to make changes to or

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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 (this list is non-exhaustive). If the University cancels the Course prior to You commencing study on Your first Module, we will notify You as soon as possible and we will use reasonable endeavours to provide a suitable replacement course.

- 10.2.3 If You reasonably believe that the proposed changes as notified to You in Clause 10.2.1 will prejudicially affect You, if You are unhappy with the replacement course provided, or if the University is unable to provide a suitable replacement course under Clause 10.2.2, You may cancel this Contract and withdraw Your application without any liability for Course or Module fees (even if the cancellation period has expired).
- 10.3 Once You have commenced study of Your first Module on Your Course, the University will use reasonable endeavours to deliver Your Course as per the terms of the Contract, but:
- 10.3.1 The University may need to 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.
- 10.3.2 The University may be forced to discontinue modules or Your Course, for example possible reasons for cancelling Modules or Your Course could include loss of professional accreditation for the Course, termination of a contract with a third party provider to deliver Modules on the Course, loss of teaching staff, or insufficient students registered on the Course (this list is non-exhaustive). In such a case the University will inform You as soon as is reasonably possible, and will use all reasonable endeavours to transfer You to a suitable replacement course for which You are qualified.
- 10.3.3 The University reserves the right to make variations to Your Course including (but not limited to) ensuring that the Course meets 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.
- 10.4 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 optional Module is undersubscribed it may not run. If the optional Module 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.
- 10.5 Optional Modules may be grouped and if so You will be limited to choosing a set number of optional Modules from any particular group. Availability of optional Modules and combinations of optional Modules across groups cannot be guaranteed.
- 10.6 If:

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- 10.61 You demonstrate that the material change(s) to Your Course in Clause 10.3.1 will prejudicially affect You; or
- 10.62 You are unhappy with the replacement course under Clause 10.3.2; or
- 10.63 if the University is unable to provide a suitable replacement course under Clause 10.3.2.
- You may cancel this Contract and withdraw from the course.
- 10.7 If this Contract is cancelled by You in line with Clauses 10.6:
- 10.7.1 You will not incur any further liability for Course fees; and
- 10.7.2 You may also be entitled to a refund of all Module fees paid to date depending on the reasonableness of a refund request in the circumstances.

11 Limitation of Liability

- 11.1 Nothing in this agreement will limit the University's liability for:
- 11.1.1 death or personal injury caused through the University's negligence; or
- 11.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 11.2 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.
- 11.3 The University will not be liable for any loss or damage to Your personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of computer virus or any cause related to our computer facilities, except where such loss or damage is caused by our negligence. It is recommended that You take out insurance against risks of loss or damage.
- 11.4 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, cyberattack or IT failures caused by a third party. The University will take reasonable endeavours to ensure that, so far as possible in the circumstances, the consequences of failure to perform the obligations under this Contract due to circumstances outside the University's control are kept to a minimum.

12 Intellectual Property

- 12.1 You shall own any intellectual property You generate and provide to us during

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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 any written assignment, essay, dissertation or thesis in the institutional repository.

13 Your Data

13.1 The University will process Your personal data in accordance with UK data protection legislation, and our data protection policies contained in the Relevant Documents. We may share Your data with third parties, which we will do in accordance with our policy on data protection and privacy notices (<https://www.sussex.ac.uk/about/website/privacy-and-cookies/privacy>).

13.2 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.

14 General

14.1 This Contract and the University's regulations and policies as they apply to You constitute the entire agreement between You and the University, and supersede all previous agreements between You and the University, whether written or oral.

14.2 The University is entitled to alter its regulations and policies, or introduce new regulations and policies, and decisions shall be taken by the University in line with the regulations and policies which apply to You at that time.

14.3 With the exception of clause 9 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it.

14.4 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of this Contract shall continue in full force and effect.

14.5 This Contract and any dispute or claim arising out of or in connection with it 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

14.6 Nothing in this Contract shall limit the right of the University to take proceedings against you for recovery of Fees or enforcement of the terms of Clause 9 (Fees) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of

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proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

15 Concerns and Complaints

15.1 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.

15.1.1 The complaints procedure in relation to admissions can be found at www.sussex.ac.uk/termsandconditions/pgapplicantfeedback.

15.1.2 Once You have registered as a student of the University, if You have a complaint about us, please follow our complaints procedure at www.sussex.ac.uk/termsandconditions/complaintsappeals.

Should You remain unsatisfied with the University's handling of Your complaint You have the right to complain to the Office of the Independent Adjudicator, **at any point during this process You are not restricted from seeking legal advice.**

15.2 If You have any other concerns, such as any personal reasons which mean You feel that You may not be able to continue on the Course You are advised to contact the student life centre, Your School or Course administrators at the earliest possible stage.