The University of Sussex
Postgraduate Terms and Conditions Academic Year 2027-2028

Summary

These Terms and Conditions accompany, and should be read in conjunction with, your offer of a place. These, together with the University Regulations codes and policies , and the online Masters courses and online PhD degrees for your year of entry, form your Contract with the University. This creates a framework within which both you and the University operate, supporting you to make the most of your University experience and achieve your academic potential.

Please take the time to read and understand these Terms and Conditions. If you accept your offer of a place, a legally binding contract will is formed between you and the University and we will assume that you have read and accepted these terms and conditions and agree to comply with them.

In particular, you are asked to note:

- The University has **standards of expected behaviour** which it requires all students to maintain.. Students must observe any codes of conduct which are in place and updated from time to time, as well as adhering to University regulations. **If you fail to meet the standards expected the University may take disciplinary action and consequences can include termination of this Contract, accommodation and your removal from your Course**. Please see clause 6 for further details and Regulation 2

- The University has robust academic standards and **you must participate in your Course and meet the academic requirements**. If you do not progress sufficiently to remain on your Course, the University may withdraw you from your Course and you will not be entitled to any refund of fees although if you have met the academic criteria you may receive an exit award. Please see clause 6 for further details.

- The University will use **all reasonable endeavours to deliver your Course as described in the prospectus for your year of entry**. Whilst the University will seek to keep course changes to a minimum these may sometimes be necessary, for example if there are unanticipated staff changes, requirements by an accrediting body or updates to the syllabus to reflect current research. Exceptionally, we might need to cancel a course, for example if there are insufficient students registered to deliver education of sufficient quality for those who have enrolled or due to unanticipated staff changes which mean we do not have the requisite subject expertise. Please see clause 11 for further details about course changes.

- You must pay your **tuition fees** when due. If you do not then the University can impose sanctions, or following warnings, withdraw you from your course. Your fees may increase during your studies with us, and you may also have to pay additional costs such as specialist equipment, field trips or bench fees. Tuition fees are charged on a termly basis; if you attend only part of a term you may still be charged the full-term rate. The University can also charge for additional administrative costs it incurs if you re-sit any assessments. Please see clause 10 and our Student Hub webpages for further information.

- If your Offer is conditional, you will need to **satisfy the conditions in your Offer**. There are requirements for registration and continuation on your Course, for example all students are subject to a **satisfactory criminal records check** (clause 9), some courses require a clear satisfactory disclosure and barring service (DBS) check (clause 8) and if you have a **student visa** you must comply with its terms for the duration of your studies (clause 7). If you are unable to meet any **registration**, **academic or other requirements for admission**, or are dishonest with any

information you provide, then your Offer will be rescinded, or if you have commenced your studies you may be withdrawn from your Course (clauses 2, 6, 7, 8 and 9).

- Whilst the University will use reasonable endeavours to deliver your Course and the services under this Contract, situations may arise which are **outside of the University's reasonable control** and which prevent or disrupt our Course delivery or service provision. If this occurs, the University will try and minimise any adverse impact on you. Please see clause 13 for further information and examples of situations which the University considers are outside its reasonable control.

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, Supplementary Documents, Offer and Prospectus
Course	means your prospective or registered course of study (for PGT students) or supervised research project (for PGR students) at the University
Home Students	means that from the information you have provided to the University you are considered to be a student from the UK, Channel Islands or Isle of Man as outlined here: www.sussex.ac.uk/study/fees-funding/tuition-fees/fee- status and will pay the tuition fees set for Home Students
International Students	means that from the information you have provided to the University you are considered to be a student from outside the UK, Channel Islands and Isle of Man, as outlined here: www.sussex.ac.uk/study/fees-funding/tuition- fees/fee-status and will pay the tuition fees set for International Students
Offer	means any offer letter from the University's admissions Office to you for a place on your prospective or registered course of study or supervised research project at the University
Postgraduate Research (PGR) students	means students, such as MPhil or PhD students, who undertake original research projects and are overseen by a supervisory team, leading to submission of a thesis and an oral examination.
Postgraduate Taught (PGT) students	means students on masters courses, which are normally on yearlong courses which are generally taken after the completion of an undergraduate degree, and consist of both taught and research elements and include LLM, MA, MSc and MRes courses

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Prospectus	means the online prospectus for your year of entry
"student", "you" or "your"	means an individual who has accepted an Offer from the University and is registered with the University for a postgraduate programme
Supplementary Documents	means the University's regulations and all University policies (such as health and safety policies), codes of conduct and behaviour, additional agreements (such as accommodation licences) codes of practice and any other document referred to throughout the Terms and Conditions, all of which are regularly reviewed by the University and may be amended and updated from time to time
Terms and Conditions	means this document
University	means the University of Sussex

2 The Contract

2.1 If you receive and decide to accept an offer of a place on your Course from the University the terms of this Contract shall apply from the date you accept your Offer and for the duration of your registration at the University.

2.2 In addition to these Terms and Conditions, the Supplementary Documents form part of this Contract and will apply to you. These include (but are not limited to):-

- Student Code of Conduct
- Freedom of Speech Code of Practice
- Attendance, engagement and absence policies and procedures
- Examinations and Assessment regulations
- Academic Misconduct guidance, policies and procedures
- Student Discipline Regulation
- Dignity, Respect and Inclusion Policy
- Data Protection Policy
- Financial Policies, including Tuition Fee Liability Procedure
- Your offer letter

2.3 Prior to starting your Course, and at the start of each academic year, you must **register** at the University providing information requested, completing a criminal convictions declaration and making the required payments of tuition fees and rent for University managed accommodation (if applicable). If you do not satisfactorily complete registration then the University may refuse admittance to your Course or withdraw you from it. If you have a **relevant unspent criminal conviction**, you must immediately disclose this **cconreg@sussex.ac.uk** and we will send you a self declaration form to complete– please see clause 9.

3 Deferral

3.1 If you are deferring your place or if it is agreed at some future point that you may defer your entry, these Terms and Conditions will apply until they are replaced by a new set of terms and conditions. The replacement terms and conditions that will apply for your new year of entry will continue to apply until you graduate or otherwise stop being a student at the University.

3.2 If you choose to defer your entry, your Course fees may increase and will be the fees published by the University for your chosen year of entry. There may also be changes to your Course and/or its modules and the Prospectus for your deferred academic year of entry will form part of this Contract.

4 Right of cancellation

4.1 You may cancel this Contract by informing the University in writing within fourteen (14) days of accepting the Offer ('the cancellation period').

4.2 In order to cancel this Contract within the cancellation period, you should notify us in writing for PGT students please email pg.applicants@sussex.ac.uk; for PGR students please email phd.applicants@sussex.ac.uk Alternatively, you may complete the cancellation form at www.sussex.ac.uk/study/terms-and- conditions/cancellation to give notice.

4.3 If you have made any payments under this Contract **before** the date of cancellation pursuant to this paragraph 4 (including the payment of any deposit), we will provide you with a full refund.

4.4 If you cancel this Contract **after** the cancellation period has expired, the University may keep any deposit. Refunds of deposits will only be given in limited circumstances and any refund of fees will be made in accordance with University policy as outlined in the deposit policy. If you cancel this Contract and withdraw from your Course, then your fees will be amended in line with the University's Tuition Fee Liability Procedure in force at the date of withdrawal.

4.5 The **University has rights to cancel** this Contract and withdraw you from your Course as set out in this Contract, including but not limited to a failure to pay Course fees or not satisfying the academic requirements for progression.

5 University Obligations

5.1 The University will use all reasonable endeavours to deliver your Course and the services at the University with reasonable care and skill and in accordance with the description in the Prospectus for your year of entry. If there is a change to your Course, Clause 11 of these Terms and Conditions will apply.

5.2 The University provides a range of services and facilities to support student learning, research, health and wellbeing and the University experience. This includes academic support, learning support, library and study spaces and wellbeing services. Changes may be made to the delivery of these services and facilities as part of the University's process of continuous evaluation (including in response to student feedback, for operational reasons,

or managing the University's resources more effectively and efficiently). If appropriate, changes will be made following engagement and consultation with students.

5.3 The University shall provide you with access to equipment and/or facilities that are necessary for you to undertake your Course but you are required to provide personal items that you need to study at the University, including a desktop PC or laptop and study materials.

5.4 The University shall explain the academic requirements for your Course to you, which you will need to satisfy in order to progress.

6 Academic and Conduct Obligations

6.1 The University may refuse to offer a place on a Course or research project to an applicant if it reasonably considers that the applicant will not meet the University's academic and/or conduct standards.

6.2 If, prior to registration at the University, it comes to the University's attention that your **conduct** (academic or non-academic) may not comply with our Dignity, Respect and Inclusion Policy, Student Code of Conduct or our general expectations for good student conduct, or if the University has safeguarding concerns, or other reasonable grounds to consider that admission to the University is inappropriate the University may **suspend your admission**. In such circumstances, the University will notify you of its concerns and give you reasonable opportunity to provide information and make representations. Your response, if any, will be considered by representatives from the Admissions Team, your proposed academic school and Student Complaints, Conduct & Funding. Collectively they may decide that the University may terminate this Agreement and withdraw your offer, put in place behavioural requirements or restrictions for continued admission or allow unrestricted admission to the University.. Examples of such conduct of concern could include inappropriate behaviour and conduct towards any member of the University, acts or threats to the health or safety of any member of the University, illegal acts (including but not limited to dealing controlled substances, bodily harm or physical damage) or behaviour which would breach the University's Dignity Respect and Inclusion policy.

6.3 You will engage and participate in your Course and take **personal responsibility for your own learning**. This will include attending and taking part in taught lectures, seminars and/or research; meeting attendance requirements (including in-person) engaging with the specified digital platforms and tools (including and not limited to specified AI tools), the use of which makes up the teaching, learning and assessment methods; engaging with teaching and support staff; making use of all available resources; and meeting academic requirements (see clause 6.4 and 6.5). If (acting reasonably) the University considers that you are not sufficiently engaging with your Course, the University shall notify you of its concerns and identify improvements for you to make, which may include targets including but not limited to attendance at lectures or seminars. If, having had notice and a reasonable opportunity to make such improvements, you are still insufficiently engaging and participating in your Course and the University considers that it is reasonably likely that you will not meet the academic requirements for your Course, then the University may withdraw you from your course in accordance with the University Regulations. You must complete your Course within the maximum period of registration which will be notified to you in writing.

6.4 You will maintain a good **standard of conduct** at all times – including how you use social media - demonstrating respect for the University, its students, staff and our wider community. and adhering to the University's regulations together with any codes for student conduct and behaviour in place from time to time. If you do not, the University may take disciplinary action under the regulations for student discipline contained in the Supplementary Documents. One of the possible outcomes of disciplinary action is **termination of this Contract** and any accommodation licence with the University and removal from your Course. If you are in receipt of a **scholarship**, in addition to any sanctions taken under our student discipline regulations, the University may review whether your scholarship shall be withdrawn or if conditions shall be applied to your scholarship.

6.5 You must meet the ongoing **academic requirements** of your Course, including (but not limited to) passing modules, submission of course work and other assignments including examinations and engagement with all methods of teaching and study, including satisfactory attendance at lectures and seminars. If you do not pass required modules, you must 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 the University's regulations and you will not be entitled to any refund of fees. You will be given a transcript of your credits, and, if applicable, any intermediate awards received.

6.6 You agree to uphold the University's standards of **academic integrity**. You shall ensure that you understand and observe the University's guidance on academic misconduct and comply with all policies in place, which shall be updated from time to time. All PGR students must comply with the University's research governance and ethics polices, practices and procedures. Personation – which includes purchasing essays and assessments from essay mills – and the use of artificial intelligence such that you are not generating your own work will usually be considered to be a major academic misconduct.

6.7 Any concerns about **fitness to study** will be dealt with in line with the University's fitness to study policy and procedure . If you are temporarily withdrawn on health grounds, you must satisfy the Fitness to Study Panel that your health has improved sufficiently to restart your study at the University. Professionally regulated courses also have required conditions and standards. A failure to adhere to these may call into question a student's fitness to practise and result in a fitness to practise investigation, the outcome of which could include the imposition of conditions, suspension or expulsion from the University.

6.8 If at any point you withdraw from your studies, the University has the right to refuse re-admittance, including if it reasonably considers that you are unlikely to satisfy the academic requirements of your Course or if your conduct is likely to fall below the standards expected by the University as set out in the Supplementary Documents. Conduct which is likely to be unacceptable includes, but is not limited to: causing distress, potential distress or harm to members of the University community; actual or potential damage to university property; disruption to the functions and operations of the University; or impeding or interfering with the pursuance of work/study of members of the University community.

6.9 You must complete your Course within the maximum period of registration which will be notified to you in writing. If you do not satisfy the academic requirements to complete your

Course, it will be entirely at the University's discretion as to whether an **extension of time** will be permitted to enable you a further opportunity to meet the academic requirements to pass. Any authorised extension will be subject to reasonable fees.

7 International Students

7.1 When you apply to study at the University, you will need to demonstrate, at the point of registration, that you have a **valid immigration status** to undertake your proposed studies. The University will determine from the information you provide whether you are a Home or International Student. If you are not a Home Student you will be responsible for obtaining a **visa**. The University will issue you with a Confirmation for Acceptance of Studies (CAS) number if you meet the necessary criteria (as per UK government policy and/or the University's CAS issuing guidance) but **your Offer does not guarantee that the University will be able to issue a CAS number or act as your immigration sponsor**.

7.2 If at any point prior to registration you fail to demonstrate that you have a valid immigration status the University reserves the right to prevent you from registering on your Course (without liability to you) and to notify government authorities, including the Home Office.

7.3 You must **comply with the terms of your student visa** whilst studying at the University and in accordance with the University's responsibilities as a sponsor. The University is required to withdraw sponsorship of your visa and notify relevant UK authorities if you do not comply with the terms of your visa and/or the UK government rules, including but not limited to:

- Failure to meet the minimum attendance and engagement requirements;
- Your registration is terminated, or you withdraw or commence an interruption of studies;
- You successfully complete your Course in a shorter period than originally planned;
- Failure to register or re-register at the University; and
- Failure to provide evidence that you have valid leave to remain in the UK.

7.4 If you have a student visa and you decide to change your Course, and this causes a change to your Course completion date, you might be required to leave the UK to apply for a new visa overseas.

7.5 If you require Academic Technology Approval Scheme (ATAS) Clearance then you will need to apply for this. Further information on applying for ATAS clearance is on our Student Hub. If your ATAS application is refused we will not be able to issue a CAS to apply for a student visa.

7.6 If your **visa is revoked** for any reason you will not be able to continue studying at the University and the University will remove you from your Course.

7.7 On occasion, the University will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions, you consent to the University contacting the UK Home Office on your behalf and the UK Home Office releasing such information to us.

7.8 The University is not liable for any cost that may be incurred by you to perform immigration and course of study regulatory requirements.

8 Provision of Information and qualifications

8.1 The University will need to send you important information, so you must always ensure that the University has your up to date contact details including an email address for an account you use regularly.

8.2 **Your Offer is subject to you satisfying and evidencing the academic and other requirements for admission**. If your Offer is conditional, you will need to satisfy the conditions set out in your Offer (such as obtaining qualifications at a minimum grade) in order to be admitted to the Course. If you have not met the conditions of your Offer before the start of the Course, the University reserves the right to withdraw the Offer. For some courses you may need to provide information about your health, or have a satisfactory health check (including providing evidence of immunisations), a satisfactory Academic Technology Approval Scheme check or a satisfactory disclosure and barring service (DBS) check. If this applies the University will notify you of the requirements to be met.

8.3 You must provide full and accurate academic and personal information to the University for application, admission and enrolment on your Course and will inform the University of any changes to this information. The University may require you to provide satisfactory **evidence** that you have met all the requirements to study at the University.

8.4 If you are dishonest in the information you provide, do not provide satisfactory evidence when requested or you withhold relevant information the University may **terminate** this Contract at any point and **withdraw** you from the University or **cancel your admission** to the University. The University will verify the authenticity of documentation provided.

9 Criminal Convictions

9.1 To enable the University to discharge its safeguarding obligations, your Offer is subject to a satisfactory criminal convictions disclosure by you.

9.2 You must immediately **disclose** to the University by email to cconreg@sussex.ac.uk any **"relevant" unspent criminal convictions** which are:

9.2.1 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;

9.2.2 offences listed in the Sex Offences Act 2003;

9.2.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;

9.2.4 offences involving firearms;

9.2.5 offences involving arson;

9.2.6 offences listed in the Terrorism Act 2006; and

9.2.7 any convictions from another jurisdiction which are equivalent to those at clauses 9.2.1 to 9.2.6

9.3 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 usually need to be declared except for those requiring an enhanced DBS check (such as applicants for medicine, teaching and social work). If you are uncertain as to whether your conviction is spent, how it will impact your application (whether spent or unspent) or if your conviction is from another jurisdiction, please seek independent advice.

9.4 You will also be required to disclose any relevant unspent criminal convictions (as set out at clause 9.2) when you register at the University.

9.5 The University's Criminal Convictions Panel will consider any relevant unspent conviction disclosed to the University in line with the University's Criminal Conviction Policy to determine whether it is appropriate for you to be admitted to the University. Certain criminal convictions may result in your Offer of a place being withdrawn or conditions being imposed to allow you to study at the University. Depending on the conviction, we may suspend admission or reregistration whilst the disclosure is being considered. **It is therefore important that, if you have a relevant unspent conviction, that you disclose this immediately by emailing cconreg@sussex.ac.uk and complete the self declaration form which we shall send you as soon as possible to minimise any potential disruption to your studies**.

9.6 If you are convicted of an "relevant" offence **whilst you are studying at the University** you must disclose any "relevant" unspent criminal convictions by email to **cconreg@sussex.ac.uk.** The Criminal Convictions Panel will evaluate whether it is appropriate you to continue on your course. The University may terminate this Contract and withdraw you from the University or impose conditions to allow you to continue your studies.

9.7 **Failure to disclose** a "relevant" unspent criminal conviction may result in your Offer being withdrawn. If you have already registered at the University disciplinary action may be taken and your Contract with the University could be terminated, resulting in removal from your Course.

9.8 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.

10 Fees and payments

10.1 You will pay the Course fees for the tuition on your Course set out in your Offer. If your Course is longer than one year, you must also pay any increase in Course fees as set out in your Offer and in accordance Clause 10.2 There are different Course fees for Home Students and International Students.

10.2 There will be **increases to Course fees** as follows:-

- Course fees for **PGT students** whose course is longer than one year (full and part-time) and who first registered on their Course on or before the start of the 2027/2028 academic year will increase by 3% (with fees rounded for administrative ease) in each subsequent academic year. These increases will be published in advance of the upcoming academic year. This is to take account of the University's increased costs of providing educational services to you. Your fees will not be subject to any other increase.

- Course fees for **Home PGR students** may be subject to an **annual increase**. The University follows the fee levels published by UK Research and Innovation (UKRI). The University will communicate any increase as soon as possible after UKRI publish the fees levels and it is normal practice for MPhil/PhD fees to be published in May each year. If you are unhappy with any annual increase you can withdraw from your Course without further fee liability.

- Course fees for **International PGR students** will increase by 3% (rounded up for administrative ease) in each subsequent academic year.

10.3 You must pay your Course fees and any other costs, such as residential accommodation, by the dates given to you and in accordance with the **methods of payment** communicated to you in writing by the University. If you have an agreed installment plan, you must pay the installments of all Course fees and other payments due to the University in accordance with that plan. Further information on fees can be found at www.sussex.ac.uk/study/fees-funding

If you choose to **change course** then the fees may be different and you should check the published fees for that course together with the additional costs before you consider changing course. If the University requires you to change Course for any reason, including but not limited to Course cancellation, the University will pay any increase in Course fees (for the same award level) and published additional Course costs which you would not otherwise have incurred but for the required course change.

10.4 There may be **additional costs and expenses** for some courses, such as materials for projects and options to participate in field trips and visits. For information on additional costs for your Course please visit https://www.sussex.ac.uk/study/ and search for your Course. The University can also charge for reasonable administration expenses.

10.5 If you do not pay your Course fees or any other payments due to the University then the University shall take action in line with the University's Student Fees and Debt Recovery Policy. We can impose sanctions including but not limited to the removal of your IT and library access. If, following warnings, you still fail to pay your Course fees then the University may cancel this Contract and you may be **withdrawn** from your Course, or the University may refuse to allow you to progress and you may not be permitted to register for further academic years. The University may take legal action to recover any unpaid debt.

10.6 **If after completing your Course you have academic debt, including unpaid Course fees, then the University will follow the Student Fees and Debt Recovery Policy. The University will withhold the award of your degree and you will not be permitted to graduate until the arrears have been paid.**

10.7 If a **sponsor** has agreed to pay all or part of your Course fees, you will still be primarily liable for the payment of the Course fees. If your sponsor fails to pay part or all of your Course fees, you must pay any unpaid fees.

10.8 If you **withdraw or are withdrawn** from your studies (either temporarily or permanently), your fees will be amended in line with the University's Tuition Fee Liability Procedure . Any refund of Course fees will be made in accordance with the Supplementary Documents and any refund policy in force from time to time.

10.9 If you have **material arrears of rental fees** for University managed accommodation which are unpaid at the end of your Course, or other material academic-related or non-academic debt, you will not be permitted to attend a graduation ceremony and your academic award will be made *in absentia*.

11 Course changes

11.1 The University will use all reasonable endeavours to deliver your Course as described in the Offer and Prospectus and ensure that any changes to your Course are kept to a minimum. However, circumstances may change and it may be necessary to make minor variations or material changes to your Course or, in exceptional circumstances, to cancel your Course.

11.2 Where the University makes **minor changes** to your Course, which could include changes to module content, assessment weightings or modes of delivery in response to student feedback, updated research or best practice, updating the syllabus (including in response to academic research or student feedback), adjusting assessment weightings or timetabling requirements or alterations due to staff changes (which may mean it is no longer possible to teach a module which was dependent on staff expertise or the content of a module may need to be revised). Such changes are made for the student benefit and university experience to reflect best practice and align with sector standards.

11.3 The Prospectus provides an indication of **optional modules** and the University does not guarantee that optional modules will be available or that students will get their choices or preferred combinations. Whether optional modules run is also dependent upon how many students wish to take up that option. If a module is undersubscribed it may not run; if a module is over-subscribed then priority will be given to those students for whom the module is a core module and any remaining places will be fairly allocated. Optional modules are also subject to timetabling and may be grouped; if so you will choose a set number of optional modules from any particular group.

11.4 The University may occasionally need to make **material changes** to your course (such as a change to course title, a change to core modules, the nature of the award or a significantly different course structure, mode of delivery or assessment). Changes may also be needed because of circumstances outside the reasonable control of the University, including (but not limited to) unanticipated staff changes, responses necessary to meet the latest requirements of a commissioning or accrediting body (for example, changing the modules on a course to

ensure that the accreditation can still be awarded) or adherence to advice from the UK government or a regulatory body.

11.4.1 If the University needs to make material changes to your Course **before you register at the University** we shall let you know as soon as possible. If you are unhappy then you may cancel this Contract and withdraw your application without any liability for Course fees (even if the cancellation period has expired).

11.4.2 If the University needs to make material changes to your Course **after you have registered** then we will use reasonable endeavours to consult with you and will notify you of the changes as soon as possible. The University will take reasonable steps to minimise any adverse effect of the changes. If you do not want to continue on your Course then the University will try to transfer you to a suitable alternative course of study. If you are dissatisfied with the alternative course of study proposed and consider that the material changes to your course have adversely affected you, you will be entitled to withdraw from your course without any further liability for course fees. The University would also use reasonable endeavours to help you transfer onto an alternative course with a different UK Higher Education provider. The University may also refund to you any course fees which you have paid up to withdrawal if it considers that the material changes adversely affect you and will consider this on a case by case basis depending on the circumstances. We will also consider compensation on a case by case for any reasonable evidenced losses which cannot be mitigated and would otherwise not have been incurred, as a result of the adverse impact of the material course changes.

11.5 If your Course includes the option for you to apply for a **placement**, it is your responsibility to apply for and secure a placement. If you are successful then the placement will form part of your Course. If you are not able to secure a placement the University will transfer you to non-placement version of your Course, provided always that you are in good academic standing.

11.5 If your Course includes a compulsory industry placement or practice learning arranged by the University as part of your Course, the University will use reasonable endeavours to put this in place. If it is not reasonably possible to arrange this (including but not limited to circumstances outside the University's control) the University will transfer you to nonplacement version of your Course, or a reasonably suitable alternative course, provided always that you are in good academic standing.

11.6 You must satisfy any legal or other reasonable requirements of the placement provider including but not limited to any vaccinations. The University will not be liable for any failure to complete your Course if you have not satisfied any legal requirements of a placement provider, you fail to complete a placement or if you do not meet the standards required for satisfactory completion of a placement.

11.7 If your Course includes an optional or compulsory period of **study abroad**, and despite using reasonable endeavours, or due to matters beyond our control, it is not possible to secure this, the University will transfer you to a non-study abroad version of your Course, provided always that you are in good academic standing.

11.8 It is your responsibility to satisfy all **academic requirements** to take up a placement or period of study abroad; if you do not then your offer of a placement or period of study abroad may be withdrawn and you will be transferred to a non-placement/study abroad version of your course or reasonable suitable alternative.

11.9 The University will act in accordance with its **student protection plan** which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks.

12 Course Cancellation and Oversubscription

12.1 In rare circumstances, the University may need to discontinue your Course. Possible reasons for discontinuing your Course include (but are not limited to) loss of professional accreditation for the Course, loss of teaching specialist staff (including loss of an expert supervisor necessary for PhD supervision) or insufficient students registered on the Course to deliver a satisfactory quality of education.

12.2 If the University **cancels your Course prior to you registering at the University**, we will notify you as soon as possible and we will use reasonable endeavours to provide a suitable replacement course. If you are unhappy with a replacement course provided, or if the University is unable to provide a suitable replacement course, you may cancel this Contract and withdraw your application without any liability for Course fees (even if the cancellation period has expired). We will also consider paying compensation for any reasonable evidenced expenses you incur as a result of the course cancellation.

12.3 If the University **cancels your Course after you have registered at the University**, we will notify you as soon as possible and we will use reasonable endeavours to transfer you to a suitable replacement course. If you are unhappy with a replacement course provided, or if the University is unable to provide a suitable replacement course, you may cancel this Contract and withdraw from the University without any further liability for Course fees (even if the cancellation period has expired) and you will receive a refund of tuition fees paid up to the date of withdrawal. We will also consider paying compensation for any reasonable evidenced expenses you incur as a result of the course cancellation.

12.4 If your Course is cancelled and you do not wish to transfer to an alternative course at the University (or none is available) we will use reasonable endeavours to help you find an alternative comparable course with another UK Higher Education provider. We will consider paying financial recompense if your Course is cancelled and you have reasonable evidenced expenses for starting a suitable course at another institution.

12.5 Exceptionally, a Course may be **oversubscribed** and we might be unable to accommodate applicants on a Course who met the conditions of their Offer. This is likely to be very rare and usually only occur if there is a UK Government or Professional, Statutory or Regulatory Body limit imposed on student numbers. If we were unable to accommodate those applicants, we will provide different options, including deferral, offering a place on a different Course or helping find an alternative comparable course with another UK Higher Education provider. We will also consider paying financial recompense depending on the option chosen, for example paying reasonable evidenced expenses for finding a suitable course at another institution. For further information please see the Student Protection Plan.

13 Limitation of Liability

13.1 Nothing in this agreement will limit the University's liability for:

13.1.1 death or personal injury caused through the University's negligence; or

13.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

13.2 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 unless this is due to any negligence on the part of the University.

13.3 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.

13.4 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**, provided that reasonable and proportionate steps are taken to mitigate the impact. In the case of the University, circumstances beyond its reasonable control include (but are not limited to) unanticipated staff changes, illness or absences; pandemics, epidemics or widespread health events; natural disasters; cyber attack, power failure or utility interruption; acts or threats of terrorism; war; civil unrest; changes required by an accrediting body which the University is unable to implement; or strikes or industrial action by non-University staff; restrictions imposed by national or local government or changes to higher education policy or funding. The University shall take reasonable steps to try to minimise any adverse effects arising out of circumstances beyond our control. In the case of a student, circumstances beyond reasonable control may include (but are not limited to) bereavement of a close family member or significant diagnosed ill health which has a substantial and long term impact. You should contact the Student Centre if you are experiencing problems in your studies and engage with the University, accessing support and taking such steps as are reasonable in the circumstances to minimise any adverse effects and enable you to continue with your studies. Nothing in this clause limits your liability to pay your Course fees.

13.5 The University will take reasonable steps to ensure that, so far as possible in the circumstances, the consequences of a failure to act in accordance with this Contract as a result of circumstances beyond the University's control are kept to a minimum. Actions which the University may take to minimise any adverse effects include, but are not limited to, alternative forms of teaching delivery and/or location, alternative forms of assessment, substitutions for teaching staff or modifications to the Course content. In the event of strikes or industrial action by University staff, we shall take reasonable and proportionate steps to mitigate any impact on students.

13.6 Subject to clauses 13.1 to 13.5, and to any restrictions imposed by Statute or Common Law, the University shall be liable for losses suffered by you which are a reasonably foreseeable consequence of the University's breach of this contract or negligence. The University shall not be liable for losses which are not reasonably foreseeable or which could have been avoided by taking reasonable steps to mitigate the loss.

14 Intellectual Property

14.1 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 such intellectual property in furtherance of the objectives of the University. The University's policy on Exploitation and Commercialisation of Research and Intellectual Property applies to all students registered at the University who generate intellectual property.

14.2 You must not misuse, misappropriate or infringe any intellectual property which belongs to the University including but not limited to copyright, patents and confidential information.

14.3 The University owns the **copyright** of all **course materials** including, but not limited to, lecture notes, presentations, examinations, online materials, examinations and assessments. You are permitted to use these for your own personal use as part of your study, but these must not be shared with any third parties, including students from other educational institutions. It is strictly prohibited to sell or offer to sell any course materials, including parties who subsequently offer University content for sale on internet sites. Any breach of this clause will result in disciplinary action under Regulation 2. The University also reserves the right to seek damages.

15 Disabilities

15.1 If you have additional support needs due to a disability, including an autism spectrum condition, dyspraxia, dyslexia or specific learning difficulties, mental health conditions or physical health conditions, you are encouraged to let the University know at the earliest opportunity. The University will seek to support you whenever possible and reasonable adjustments can be put in place. To ensure that you can receive support, please contact Disability Advice at disabilityadvice@sussex.ac.uk prior to accepting your Offer for confidential advice and information on what support is available. You may also be eligible for Disabled Students' Allowance (https://www.gov.uk/disabled-students-allowances-dsas).

15.2 Whilst students are not under any obligation to disclose a disability and the University will always endeavour to support students and when appropriate put reasonable adjustments in place, if you do not let us know that you are disabled, or do not provide full information, this could delay the support you may need.

16 Your Data

16.1 The University will process your personal data in accordance with UK data protection legislation and our data protection policies.

16.2 We may share your data with third parties, which we will do in accordance with our policy on data protection and privacy notices

16.3 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), 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.

17 General

17.1 If these Terms and Conditions conflict or are inconsistent with the Supplementary Documents, the provisions of these Terms and Conditions shall prevail.

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

17.3 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.

17.4 The University may amend or introduce codes, regulations and policies where reasonably necessary to comply with legal, operational or regulatory obligations or sector best practice. Decisions shall be taken by the University in line with the codes, regulations and policies which apply at that time.

17.5 With the exception of clause 10 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it.

17.6 Parking at the University is restricted, and managed in line with parking policy. If you are disabled and need to park at the University, you should contact Disability Advice at disabilityadvice@sussex.ac.uk with details of your requirements.

17.7 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.

17.8 This Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England.

17.9 Nothing in this Contract shall limit the right of the University to take proceedings for the recovery of Course fees or other debts or enforcement of the terms of Clause 10 (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.

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

18 Concerns and Complaints

18.1 The University has complaints procedures in place which are designed to address any complaints quickly and fairly. If you have a complaint or concern about the University, you must use the relevant complaints procedure.

18.2 The PGT admissions complaints procedure can be found at www.sussex.ac.uk/termsandconditions/pgapplicantfeedback; PGR admissions complaints procedure can be found at http://www.sussex.ac.uk/admissions/pgr/applicantfeedback

18.3 Once You are registered as a student if You have a complaint please follow our complaints procedure

18.4 Should you remain unsatisfied with the University's handling of your complaint once the University has completed its investigation and delivered its final outcome, you have the right to complain to the Office of the Independent Adjudicator. **You are entitled to seek independent legal advice at any point during the complaints procedure.**

18.5 If you have any other concerns, such as any personal reasons which mean you feel you may not be able to continue on your Course you are advised to contact the Student Centre, your School Office or course administrators at the earliest possible stage.