

## Terms and Conditions for Postgraduate students 2016/17

### 1. Introduction

1.1 These terms and conditions represent an agreement between you, a prospective student ('you'), and the University of Sussex ('University' or 'we' or 'us' or 'our'). These terms and conditions and any procedures or policies referred to in them - together with: (i) any offer letter from our Admissions Office comprising the offer ('offer') made by us to you for a place on your prospective or registered course of study at the University ('course(s)'); (ii) the letter issued by UCAS that confirms acceptance of the offer ('confirmation letter'); and (iii) the online prospectus as at the date we make an offer to you ('prospectus') – form the contract made between you and us ('contract').

1.2 In the event that the provisions of these terms and conditions conflict with or there is any inconsistency with the provisions of any other documents forming part of the contract, the provisions of these terms and conditions shall prevail.

1.3 By accepting the offer, you signify your consent to the incorporation of the terms in the contract and agree to be bound by its terms.

1.4 If you do not act in accordance with the contract, or if you do not meet our expectation that you will 'maintain a standard of conduct which is not harmful to the work, good order or good name of the University', we may take disciplinary action against you, under the regulations for student discipline which can be found at [www.sussex.ac.uk/termsandconditions/cancellation](http://www.sussex.ac.uk/termsandconditions/cancellation). One of the possible outcomes of such an action is that your contract with us may be terminated and you may be removed from your course.

### 2. Admissions and the contract

2.1 The offer we make to you is subject to you satisfying the academic requirements for admission prescribed by the University's relevant school of studies in the offer. The offer may be conditional or unconditional. If the offer is conditional, we 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 date notified to you in the offer prior to the start of the course, we reserve the right to withdraw the offer.

2.2 We may withdraw or amend any offer or revoke your subsequent registration as a student of the University, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.

2.3 Your admission to the University is subject to you complying with the terms of the contract. At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the termination of your 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.

2.4 As the contract between you and us is made exclusively by means of distance communication, you may cancel the contract by informing us 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 by contacting us (for taught courses [pg.applicants@sussex.ac.uk](mailto:pg.applicants@sussex.ac.uk); for research courses

[researchstudentoffice@sussex.ac.uk](mailto:researchstudentoffice@sussex.ac.uk)) and you may complete the cancellation form set out at [www.sussex.ac.uk/termsandconditions](http://www.sussex.ac.uk/termsandconditions) to give this notice. 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), we will provide you with a full refund in accordance with our Financial Refund or Rebate Policy [www.sussex.ac.uk/termsandconditions/financepolicies](http://www.sussex.ac.uk/termsandconditions/financepolicies).

2.5 If you are a student from outside the European Union applying to study at the University you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake the proposed studies. If you fail to demonstrate that you have a valid immigration status we reserve the right to prevent you from registering on your course (without liability to you).

2.6 We shall deliver your course with reasonable care and skill and in accordance with the description applied to it in the prospectus and we shall explain the academic requirements for the course to you.

2.7 You agree to fulfil all the academic requirements of your course in accordance with the terms of the contract including, without limitation, 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 by us. Postgraduate Taught students agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook [www.sussex.ac.uk/termsandconditions/academicmisconduct](http://www.sussex.ac.uk/termsandconditions/academicmisconduct) and Postgraduate Research students agree to comply with the Code of Practice for Research [www.sussex.ac.uk/termsandconditions/researchpolicy](http://www.sussex.ac.uk/termsandconditions/researchpolicy).

### **3. Course fees**

3.1 The course fees and information in relation to how to pay for your course, or for modules within it, can be found at [www.sussex.ac.uk/termsandconditions/fees](http://www.sussex.ac.uk/termsandconditions/fees) ('course fees'). If you accept an offer, you agree to pay all course fees (and other related costs and expenses such as the cost of equipment and materials required for you to undertake your course), as and when they fall due, in accordance with the payment terms agreed by you and us.

3.2 If you fail to pay your course fees and other related costs and expenses as and when they fall due, we reserve the right to withdraw you from your course (without further liability to you), in accordance with our Debt Recovery policy [www.sussex.ac.uk/termsandconditions/studentaccounts](http://www.sussex.ac.uk/termsandconditions/studentaccounts). 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 the course fees. Course fees are due for each full term of attendance - if you attend only part of a term you may still be charged the full-term rate. Any refund of course fees will be made in accordance with our Financial Refund or Rebate policy [www.sussex.ac.uk/termsandconditions/financepolicies](http://www.sussex.ac.uk/termsandconditions/financepolicies).

3.3 Course fees for international students shall be increased by 2.5% each academic year, if the course is longer than one 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.

3.4 Any application for a refund in accordance with these terms and conditions shall be made to: Student Accounts, Financial Operations, University of Sussex, Sussex House, Falmer, Brighton BN1 9RH or by email to [studentaccounts@sussex.ac.uk](mailto:studentaccounts@sussex.ac.uk).

#### **4. Withdrawal or variation of courses and modules**

4.1 Due to the period between prospectus publication and enrolment, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the course or services described in the prospectus. We will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to your course (as described in the offer letter and/or prospectus) before you register at the University, we shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the contract and withdraw your application for the course without any liability to us for course fees (even if the cancellation period has expired) or transfer to such other course (if any) as may be offered by us for which you are qualified.

4.2 We will use all reasonable endeavours to deliver all courses described in the prospectus. However, if there are not sufficient enrolments to make a course viable, we may cancel the course. If you have received an offer for any course described in the prospectus, but we discontinue the 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 for which you are qualified. If you are unhappy with the replacement course provided by us or if we are unable to provide a suitable replacement course, you may cancel the contract and withdraw your application without any liability for course fees (even if the cancellation period has expired).

4.3 Once you have registered as a student of the University we will use all reasonable endeavours to deliver your course as per the terms of the contract, but:

4.3.1 If we are forced to discontinue your course because of matters beyond our control, we 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. If you are unhappy with the replacement course provided by us or if we are unable to provide a suitable replacement course, you may cancel the contract and withdraw from the course without incurring any further liability for course fees and you shall be entitled to a refund of all course fees paid to date.

4.3.2 In circumstances where there is no material detriment to you, we reserve the right to vary minor elements of your course from that described in the prospectus, in order to improve the quality of educational services, in order 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.

4.3.3 Following suitable consultation with affected students, in circumstances where it is necessary 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), we will notify you as soon as possible. If you are unhappy with the material change(s) to your course, you may cancel the contract and withdraw from the course without incurring any further liability for course fees and you shall be entitled to a refund of all course fees paid to date.

4.3.4 If your course includes the option for you to have a work placement, and despite both you and us using all reasonable endeavours it is not possible to secure a suitable work placement for you, we will (if you so request) use all reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement course provided by us or if we are unable to provide a

suitable replacement course, you may cancel the contract and withdraw from the course without incurring any further liability for course fees and you shall be entitled to a refund of all course fees paid to date. This sub-clause does not apply to courses where work placements are guaranteed and in the event that a work placement is not available for such a course the provisions of clauses 4.3.1 - 4.3.3 will apply.

4.4 If you choose to cancel the contract in accordance with paragraph 4.1, 4.2, 4.3.1, 4.3.3 or 4.3.4, we will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider in the UK.

## **5. Property, facilities and services**

5.1 We shall provide you with access to the necessary equipment and facilities in order for you to undertake your course.

5.2 Aside from course fees, there may be additional charges such as the cost of residential accommodation. Where this is the case, we will make this clear in advance and payment for such services shall be made in accordance with any additional contract made between you and the University.

5.3 While we take all reasonable care to ensure the safety and security of students on our campus or occupying University-managed accommodation, we cannot accept responsibility, and expressly exclude liability for 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.

5.4 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University.

5.5 Parking on campus is restricted. Students are only permitted to park on campus if they do not live on campus, unless they have a disabled permit in which case they are permitted to park on campus without charge. Car parking charges apply to all other students who have obtained a permit to park on campus.

5.6 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.

5.7 We shall not be liable to you for any failure to perform any obligations placed on us under the contract if such failure arises from circumstances beyond our reasonable control. If we seek to rely on this provision, we shall take reasonable steps to ensure that the consequences of any failure to act in accordance with the contract are kept to a minimum.

## **6. Policies and procedures**

6.1 If you have a complaint about an admissions decision or an aspect of the admissions process, please follow our complaints procedure at [www.sussex.ac.uk/termsandconditions/pgapplicantfeedback](http://www.sussex.ac.uk/termsandconditions/pgapplicantfeedback). 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](http://www.sussex.ac.uk/termsandconditions/complaintsappeals). If, having followed

the complaints procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

6.2 If you enter into the contract with us, we will process your personal data in accordance with the Data Protection Act 1998 and our policy on data protection. We may share your data with third parties, which we will do in accordance with our policy on data protection. For more guidance on data-protection policy relating to students, visit [www.sussex.ac.uk/termsandconditions/dpa](http://www.sussex.ac.uk/termsandconditions/dpa).

6.3 Once you are registered as a student of the University, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found at [www.hesa.ac.uk/dataprot](http://www.hesa.ac.uk/dataprot). 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.

## **7. General**

7.1 The contract constitutes the entire agreement between you and the University and supersedes all previous agreements between you and the University, whether written or oral.

7.2 No failure or delay by us or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

7.3 The terms of the contract shall not be enforceable by any party who is not a party to it.

7.4 The 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.