

## **Terms and Conditions for Undergraduate students 2015/16**

### **1. Introduction**

1.1 These terms and conditions represent an agreement between you, a prospective student ('you'), and the University of Sussex ('we' or 'us'). These terms and conditions and any procedures or policies referred to in them – together with any informal offer letter from our Admissions Office comprising the offer ('offer') made by us to you for a place on your prospective or registered programme of study ('course(s)'), the letter issued by UCAS that confirms acceptance of the offer ('confirmation letter'), and the most recently published prospectus ('prospectus') – form the contract made between you and us (the 'contract').

1.2 In the event that the provisions of these terms and conditions conflict with the provisions of any other documents forming part of the contract, you shall comply with the provisions of these terms and conditions.

### **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 (as set out in the prospectus, the offer or otherwise). 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 or to defer your entry. We may make changes to the offer at any time before you accept it but will inform you immediately and issue an updated offer. By accepting the offer, you signify your consent to the incorporation of the terms of the contract and agree to be bound by its terms.

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 incorrect 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 satisfaction will result in the termination of your offer, the revocation of your registration as a student of the University and the termination of the contract. We shall randomly audit the authenticity of documentation required to evidence your qualifications prior to admission.

2.4 Where the contract between you and us is made exclusively by means of distance communication (for example via email), you may cancel the contract by informing us in writing within seven days of you accepting the offer ('the cancellation period'). In order to cancel the contract within the cancellation period, you must inform us by contacting Undergraduate Admissions (Eug.applicants@sussex.ac.uk).

If any payment has been made under this contract prior to the date of cancellation, we will provide you with a full refund within 30 days of us receiving your written notice of cancellation.

2.5 All students from outside the European Union applying to study at the University will need to demonstrate, at the point of registration, that they have a valid immigration status to undertake the proposed studies.

2.6 We use contextual data in our admissions process to properly assess the academic achievement and potential of applicants with the aim of identifying the best candidates, and only take into account categories of contextual data that are evidenced to have an affect on academic achievements.

2.7 We shall deliver the parts of your course within our control 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.

2.8 You agree to fulfil all the academic requirements of your course (including submission of course work) and other assignments, and attend examinations on time and in accordance with the terms of the contract.

### **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/study/money/fees](http://www.sussex.ac.uk/study/money/fees) ('course fees'). If you accept an offer, you agree to pay all course fees (and other related costs and expenses), as and when they fall due, in accordance with the payment terms specified in relation to your offer. We may routinely increase course fees from year to year, and review and change such course fees without notice. Course fees are due for each full term (part of a term is charged at the full-term rate) of attendance. You will be required to pay all and any examination fees due prior to the sitting of any exams. 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.

3.2 Any application for a refund in accordance with these terms and conditions shall be made to:

Fees and Income, Student Accounts,  
University of Sussex, Sussex House, Falmer, Brighton BN1 9RH, UK

To access our full financial refund or rebate policy, visit  
[www.sussex.ac.uk/finance/policies](http://www.sussex.ac.uk/finance/policies)

### **4. Prospectus information**

4.1 We endeavour to ensure that prospectus content is current and accurate at the date of publication. We will take all reasonable steps to provide educational services in the manner set out in the prospectus. However, we do not guarantee the provision of such services. Due to the period between publication and application or enrolment, circumstances may change due to factors beyond our reasonable control or it may sometimes be necessary to vary the terms or content of the course or services described in the prospectus. We cannot accept responsibility for errors or omissions in

relation to the accuracy of the information contained in the prospectus.

4.2 Any amendments made by us prior to your commencement on a course will be included in the latest web versions of the prospectus and you are advised to consult our website regularly at [www.sussex.ac.uk/study/ug](http://www.sussex.ac.uk/study/ug) to ensure that you are aware of any updates to the prospectus. In the event that we are required to make any significant changes to these terms and conditions or the courses, we shall take reasonable steps to bring these changes to the attention of affected students as soon as practicable.

5. Withdrawal or variation of courses, modules and placements

5.1 We may, without notice, vary the entry requirements, content or method of delivery of the course, discontinue the course and merge or combine the course with other courses and amend any of the documents constituting the contract, at any time and for any reason, including but not limited to legislative and regulatory changes, our need to manage our funding cost effectively and efficiently in accordance with our charitable status and our need to constantly review the content of courses with a view to enhancing the quality of student experience.

5.2 If there are not sufficient enrolments to make a course or module viable, we may cancel the course or module. If you have received an offer for any course described in the prospectus but we discontinue the course prior to you commencing the first term of study, you may either withdraw from the University without any liability for fees or transfer to such other course (if any) as may be offered by us for which you are qualified.

5.3 Once you have registered as a student of the University:

5.3.1 neither party shall be liable for failure to perform any obligations under the contract if such failure arises from circumstances beyond their reasonable control, including unavailability of key academic staff, withdrawal of course accreditation, unavailability of key resources, withdrawal of third-party grant or funding, industrial disputes (including disputes from the University's employees), acts of God, war, terrorism, fire, flood, tempest and national emergencies ('Force Majeure Event'). If either the University or you seek to rely on this provision, either party shall ensure that the consequences of any failure to act in accordance with this contract are kept to a minimum.

5.3.2 if the course is cancelled or substantially varied from that described in the prospectus for reasons other than a Force Majeure Event, we will use reasonable endeavours to provide a suitable replacement course but cannot guarantee to do so. If we are unable to offer a suitable replacement course, you shall be entitled to a refund of your course fees. If a suitable replacement course is offered to you and not accepted, we reserve the right to retain all or part of the course fees; and

5.3.3 if the course includes an integrated placement period all students are expected to undertake, it is normal for placement providers to select successful placement applicants, and the final onus remains on the student to secure his/her acceptance by a provider. If you are unsuccessful in securing a placement in this process, you may be required to transfer to such other course (if any) as may be offered by us for which you are qualified, or to undertake a variation of the normal syllabus – in either case without liability to us.

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

6.1 We endeavour to provide the best possible equipment and facilities for all courses and modules and other student facilities services. Such facilities, services and equipment may, however, be provided by third parties and not by us, and we can accept no responsibility for the nature of such services, and we may withdraw or change facilities, equipment or services from time to time.

6.2 The provision of a facility or service including accommodation may be subject to an additional charge (ie separate from course fees). Where this is the case, we will make this clear in advance and payment for such service shall be made in accordance with any additional contract made between us.

6.3 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.

6.4 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.

6.5 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.

6.6 We shall own any intellectual property you generate and provide to us during your course including, without limitation, the content of examination scripts and assignments and you will assign all intellectual property generated by you throughout the course over to the University. We shall have no liability to you (including, without limitation, any liability to make payment) in respect of such intellectual property rights.

## **7. Policies and procedures**

7.1 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/admissions/ug/applicantfeedback](http://www.sussex.ac.uk/admissions/ug/applicantfeedback) 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/ogs/complaintsappeals/students](http://www.sussex.ac.uk/ogs/complaintsappeals/students) 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.

7.2 If you do not act in accordance with this contract, or any of the documents referred to in it, 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/ogs/govdocuments/regulations](http://www.sussex.ac.uk/ogs/govdocuments/regulations) One of the possible outcomes of such an action is that your contract with us may be terminated and you may be removed from the course.

7.3 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/ogs/policies/information/dpa/students](http://www.sussex.ac.uk/ogs/policies/information/dpa/students)

7.4 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 [#Student](http://www.hesa.ac.uk/content/view/141/171)). 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.

## **8. General**

8.1 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.

8.2 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.

8.3 Neither you nor we shall be liable for failure to perform any obligations under this contract if such failure arises from circumstances beyond their reasonable control. If either party seeks to rely on this clause, they shall ensure that the consequences of any failure to act in accordance with this contract are kept to a minimum.

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

8.5 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.