

## **Terms and Conditions for Postgraduate students 2012/13**

### **Enrolment conditions**

All students are required as a condition of enrolment to pay all fees due from them to the University, and to abide by and to submit to the requirements of the University's Charter, Statutes, Ordinances and Regulations, and Organisation of the University documents as amended from time to time. These documents are published annually and copies of current versions are available on the University website at [www.sussex.ac.uk/governance/1-3.html](http://www.sussex.ac.uk/governance/1-3.html)

The University also reserves the right, without notice, to make changes to these documents. Any amendments approved in the course of the academic year will be included in the current web versions of these documents. Such amendments will take immediate effect upon formal approval by the relevant body of the University. It is each student's responsibility to check the website regularly for amendments.

### **Withdrawal or variation of programmes and courses**

The University will use all reasonable endeavours to deliver programmes and courses in accordance with the descriptions set out in this prospectus. However, the University keeps its programmes under review with the aim of enhancing quality. Some changes may therefore be made to the form or content of programmes or courses described in this prospectus.

As a charitable organisation significantly dependent on public funds, the University has to manage its finances in a way that is efficient and cost-effective in the context of the provision of a diverse range of programmes and courses to a large number of students. The University therefore reserves the right to withdraw an offer of a place if circumstances beyond its control prevent it from offering the programme specified, and to make variations to the content or methods of delivery of, or to discontinue, merge or combine programmes and courses, if such action is reasonably considered necessary by the University. If there are not sufficient enrolments to make a programme or course viable, the University reserves the right to cancel such a programme or course.

If, after an application for a programme has been accepted for any programme described in this prospectus but prior to the student commencing the first term of study, the University discontinues the programme, the student may either:

- (1) withdraw from the University without any liability for fees, or
- (2) transfer to such other programme (if any) as may be offered by the University for which the student is qualified. If in these circumstances the student wishes to withdraw from the University and to enrol in a programme at a different University, the University shall use its reasonable endeavours to assist the student.

Once the student has commenced the first term of study, if:

- (a) the University's ability to deliver programmes or other services in accordance with the

descriptions provided is compromised by circumstances beyond the control of the University (eg third party industrial action), the University will use all reasonable endeavours to minimise disruption as far as it is practical to do so

(b) the programme is cancelled or substantially varied from that described in the prospectus for reasons other than circumstances beyond the University's reasonable control, the University will use reasonable endeavours to provide a suitable replacement programme, but cannot guarantee to do so. If the student does not wish to accept the replacement programme, the student shall be entitled to withdraw from the programme. In the event of such withdrawal the University shall make an appropriate refund of fees. Depending on the point at which the withdrawal takes place, the University reserves the right to retain fees or charges to cover the tuition or services that the student has actually received.

The University welcomes comments on its programmes from students' parents and sponsors. However, the University's contracts with its students do not confer rights on third parties for the purposes of the Contracts (Rights of Third Parties) Act 1999.

### **Distance contracts regulations**

The admissions process falls under legislation that regulates 'contracts formed at a distance'. The contract that is created when you accept an offer is binding on the University (ie the University must admit you if you satisfy the conditions specified). After accepting an offer, you can withdraw at any time up to enrolment without penalty, except on programmes where a deposit is payable.

The same regulations also require us to clarify that the services with which we will provide you, should you accept an offer from us, are as set out in the sections of this prospectus that detail the content and duration of our academic programmes (subject to the caveats above regarding withdrawal or variation of programmes and courses).

Information on accommodation costs is given on our website.

### **Facilities and services**

The University endeavours to provide the best-possible equipment and facilities for all programmes and courses, and provides a wide range of support services (for example library services, media services, computing facilities, student services, and trading services, eg catering, sports, residential).

The University endeavours to ensure that the facilities, services and equipment provided for the purpose of programmes and courses are of a proper standard. Such facilities, services and equipment may, however, be provided by third parties and not by the University (for example the health centre or foreign universities).

Although the University will endeavour to ensure that proper facilities and equipment are provided for the programme or course, to be delivered to a reasonable standard, it can accept no responsibility for the nature of, and reserves the right to withdraw or change,

facilities, equipment or services.

The provision of a facility or service may be subject to an additional charge (ie separate from fees). Where this is the case, the University will make this clear in advance. If a student contracts voluntarily to receive an extra facility or service (including accommodation) from the University, but subsequently fails to pay all or part of the agreed charge, the University maintains the right to withdraw the service and to recoup the outstanding charge.

### **Force Majeure**

Neither you nor the University shall be liable for any delay in performing or non-performance of any of your or its obligations, other than an obligation to make a payment, if caused by circumstances beyond your or its reasonable control including, without limitation, any of the following: earthquake, flood, storm, act of God, or of public enemies, national emergency, invasion, insurrection, riots, industrial disputes, strikes, telecommunications failure, boycott, interruption of services rendered by any public utility, or interference from any local, national or supranational government agency or official.

The above limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.

### **Students' property**

While the University takes all reasonable precautions to ensure the safety and security of students on the University campus or occupying University-managed accommodation, the University cannot accept responsibility, and expressly excludes 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 University computer facilities, or any other cause, except where such loss or damage is caused by the University's negligence.

It is recommended that students insure personal property against the risk of loss and damage.

### **Car parking**

Parking on campus is restricted. Charges apply to all students who are allowed to park on campus, except those with disabled parking permits. Students living on campus are not allowed to park on campus unless they have disabled parking permits or families living on campus.

### **Acts by other students and non-members of the University**

The University cannot 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.

**Financial or other loss**

The University cannot accept responsibility for any financial or other loss suffered by a student as a consequence of any of the matters in respect of which liability is excluded within these terms and conditions.

**Fee payments and refunds**

The University expects to be able to publish full information on fees in autumn 2011. Refer to pages 158-159 for more information.

The University reserves the right routinely to increase fees from year to year, and in general to review and change fees without notice. Fees are due for each full term (part of a term is charged at the full term rate) of attendance. Any overpayment is refunded subject to the submission of a written request to Financial Services.

New students: no fees are charged when a new student decides to withdraw from their degree programme and notifies the University in writing of their intention to do so within three weeks of commencement of their first year of study. Afterwards, the procedures for returning students apply.

Returning students: fees are due for each full term (part of term is charged at the full-term rate) of attendance. Any overpayment is refunded subject to the submission of a written request to Financial Services.

**Data protection**

Should you decide to apply to Sussex, we will use the information you provide for the purpose of administering your application during the admissions cycle. Should you be admitted to the University, this information will be carried forward to your formal student record, which holds data in electronic and paper form on your personal details, academic and administrative history and on relevant financial transactions. This information will be used to administer your studies, including welfare support, security and disciplinary purposes, and equal opportunities monitoring. Otherwise, your application details will be used to produce anonymous statistical data and thereafter will be destroyed.

Once you register as a student here, we are also required by law to collect and provide information to certain external agencies including the Higher Education Statistics Agency. After you leave, those parts of your student record that we need to retain (eg basic registration details, results and your address, and any papers that may be required in relation to matters that are still outstanding) will be archived. Basic information will also be passed to our Development and Alumni Relations Office to create an alumni database. The remaining information will be destroyed. Throughout, your personal data will be held in accordance with current data protection legislation.