

## Terms and conditions for Postgraduate students 2014/15

### Disclaimer and limitation of liability

#### (i) General

The University endeavours to ensure that its prospectus content is current and accurate at the date of publication. However, in light of the period between publication and application or enrolment, circumstances may change due to factors beyond the University's reasonable control or it may sometimes be necessary to vary the terms or content of the courses or services described in the prospectus.

Although the University will use reasonable endeavours to avoid making changes to the terms and content of its prospectus, and limit the impact of the same on students, the University reserves the right, without notice, to make changes to these documents as required. Some examples of when it may be necessary to make changes could include the need to reflect legislative and regulatory changes, the University's need to manage its funding cost effectively and efficiently in accordance with its charitable status, and its need to constantly review the content of courses with a view to enhancing the quality of student experience. Further details regarding the respective rights of the University and its students in the event of any decision to vary, or withdraw courses, modules and placements are set out below within section (ii) of this disclaimer and limitation of liability clause.

Any amendments approved in the course of the academic year will be included in the latest web versions of these documents and students are advised to consult the University's website regularly at [www.sussex.ac.uk/study/pg](http://www.sussex.ac.uk/study/pg) to ensure that they are aware of any updates to the prospectus. In addition, in the event that the University is required to make any significant changes to its terms or its courses, the University will take reasonable steps to bring these changes to the attention of affected students as soon as practically possible.

#### (ii) Potential circumstance and outcomes – withdrawal or variation of courses, modules and placements

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

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 courses and modules 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 course specified, and to make variations to the contents, terms or methods of delivery of, or to discontinue, merge or combine courses and modules, if such action is reasonably considered necessary by the University. If there are not sufficient enrolments to make a course or module viable, the University reserves the right to cancel such a course or module.

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

(1) withdraw from the University without any liability for fees, or

(2) transfer to such other course (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 course 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 courses 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 course 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 course, but cannot guarantee to do so. If the student does not wish to accept the replacement course, the student shall be entitled to withdraw from the course. 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.

Where a course is offered that includes an integrated placement period that 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. A student who is unsuccessful in securing a placement in this process may be required to transfer to such other course (if any) as may be offered by the University for which the student is qualified, or to undertake a variation of the normal syllabus – in either case without liability to the University.

The University welcomes comments on its courses 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.

### **Valid immigration status**

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. The University reserves the right to withdraw the offer of admission if a student cannot demonstrate that they are compliant with current visa rules. Under University of Sussex policy, students holding UK working visas (Tier 1, Tier 2, Tier 5, Turkish ECAA Businesspersons, etc) are permitted to register on part-time courses only.

### **Distance contracts regulations**

The University's postgraduate 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). You can withdraw at any time up to enrolment and without penalty after accepting an offer; the 'distance contracts' regulations simply reinforce your rights.

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 courses (subject to the caveats above regarding withdrawal or variation of courses and modules).

### **Facilities and services**

The University endeavours to provide the best possible equipment and facilities for all courses and modules, 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 courses and modules 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 course or module, 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 nonmembers 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 reserves the right to routinely 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:

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

New students: no fees are charged when a new student decides to withdraw from their course and notifies the University in writing of their intention to do so within three weeks of commencement of their first year of study.

### **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. This will also include a number of emails with news and events updates. 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 only 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 (whose data protection notice can be found at [www.hesa.ac.uk/content/view/141/171](http://www.hesa.ac.uk/content/view/141/171)). 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.

### **Publishing statement**

Every effort has been made to ensure the accuracy of the information contained in this prospectus at the time of going to press (June 2013), but the University cannot accept responsibility for errors or omissions.

Every effort has been made to trace holders of copyright. The University regrets any unwitting infringements and would be pleased to hear from copyright holders.

We have tried to make this prospectus as helpful as possible. However, we realise that you might still have questions about life at university or about specific courses. The prospectus and other information about the University of Sussex is available at [www.sussex.ac.uk/study](http://www.sussex.ac.uk/study)