

**The University of Sussex
Online Distance Learning Post
Graduate Terms and Conditions
Academic Year 2019/2020**

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, Relevant Documents, Confirmation Letter, Offer and Prospectus
Course	means Your prospective or enrolled course of study at the University
Home Students	A student from the UK, European Union, Channel Islands and Isle of Man as outlined here: https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status
International Students	A student from outside the European Union, as outlined here: https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status
Offer	means any offer letter approved by the University's Admissions Office and issued by Pearson acting as and on behalf of the University to You for a place on Your prospective or registered course of study at the University
Prospectus	means the online prospectus as at the date we make an offer to You
Relevant Documents	means the University's regulations and policies as they apply to You, and supplemental agreement such as Module Contracts, or any other document referred to throughout the Terms and Conditions, which may be amended from time to time
"Student", "You" or "Your"	Means you, a prospective or enrolled Online Distance Learning student
Terms and Conditions	means this document
University	means the University of Sussex

1.2 In the event that the provisions of these Terms and Conditions conflict with or there is any inconsistency with the Relevant Documents, the provisions of these Terms and Conditions shall prevail.

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- 1.3 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.
- 1.4 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.

2 The Contract

- 2.1 By accepting Your Offer, You agree to be bound by the terms of the Contract.
- 2.2 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.

3 Right of cancellation

- 3.1 As the Contract between You and the University is made exclusively by means of distance communication, You may cancel the Contract by informing the University 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 at studentsuccess@sussex.ac.uk (You may complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation> 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.

4 University Obligations

- 4.1 The University will use all reasonable endeavours to deliver Your Course with reasonable care and skill and in accordance with the description applied to it in the Prospectus, and the University shall explain the academic requirements for the Course to You. If there is a change to Your Course, Clause 9 of these Terms and Conditions will apply.

5 Student Obligations

- 5.1 You will act in accordance with this Contract. If, once You commence Your Course at the University, You do not meet the University's expectation that You will maintain a good standard of conduct in line with the University's regulations, which are available at <http://www.sussex.ac.uk/ogs/govdocuments/regulations>, the University may take disciplinary action against You under the regulations for student discipline contained in the Relevant Documents. One of the possible outcomes of such an action is that Your Contract with the University may be terminated resulting in You being removed from Your Course.

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- 5.2 If, prior to Your first day of tuition with the University, it comes to the University's attention that You have acted or threaten to act in a way which threatens the health or safety of any other member of the University, its employees or other students, or threaten to do any illegal acts (such as dealing controlled substances, or causing physical damage to anyone or thing), the University will suspend Your admission.
- 5.2.1 If You are suspended under Clause 5.2, the University will invite You to make representations about the allegations. Following those representations the University may:
- 5.2.1.1 Terminate the Contract and withdraw You from the University; or
- 5.2.1.2 Lift the suspension; or
- 5.2.1.3 Keep the suspension, but put in place behavioural requirements for Your continued admission at the University.
- 5.3 You must meet the ongoing academic requirements of Your Course, including but not limited to; the mandatory passing of modules, submission of course work and other assignments, if applicable completion of examinations and attendance at lectures, seminars, supervisory meetings and any other such teaching or research forums provided by the University. If You do not pass modules as required by Your Course, the University will require You to resit examinations or repeat a module 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.
- 5.4 You agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook <http://www.sussex.ac.uk/adqe/standards/examsandassessment>.
- 5.5 You will pay all fees as and when they fall due, in accordance with Your offer letter and the payment terms agreed by You and the University.
- 5.6 You are expected to provide the necessary equipment and services (including internet connection) to undertake Your Course of study online. All such equipment and services will be provided at Your cost.

6 International Students

- 6.1 There is no requirement for students studying courses offered by the University by means of online distance learning to visit our campus. If You are a student from outside the UK or European Union, we will not issue You a CAS to study on a Tier 4 visa at the University of Sussex. If You wish to attend a graduation ceremony You should obtain a Standard Visitor Visa and information is provided on our web pages <http://www.sussex.ac.uk/internationalsupport/immigration/graduation>.

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7 Provision of Information and qualifications

- 7.1 The Offer the University makes is subject to You satisfying the academic and other requirements for admission. If the Offer is conditional, the University 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 start of the Course, the University reserves the right to withdraw the Offer.
- 7.2 You will use all reasonable care in disclosing to the University full and accurate academic and personal information as is required for application, admission and enrolment on the Course.
- 7.3 As soon as reasonably practicable, You will inform and continue to keep the University informed of any changes to the information You disclose under Clause 7.2.
- 7.4 The University may require You to provide satisfactory evidence that You have met all the requirements to be able to study at the University. Failure to provide such evidence when requested will result in the termination of the 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.
- 7.5 If the University discovers You have been dishonest in the information You provide under Clause 7.1, 7.3 or 7.4, or that You have withheld relevant information, the University may terminate this Contract and withdraw You from the University.

8 Fees

- 8.1 Your fees will be set out in Your offer. Fees are paid on a modular basis. If You accept an offer, You agree to pay all fees (as and when they fall due).
- 8.2 When You enrol on a module, You will be required to pay a module fee for the taking of such module. No fees will be due unless and until You enrol on a module. Your enrolment on a module creates a new and distinct contract between us ("Module Contract").
- 8.3 You must have enrolled on a module and have paid Your module fee at least 5 days prior to the commencement of the relevant module. Module fees are due at least 5 days prior to the commencement of each module. Your registration on a module may be withdrawn if You have not paid the module fees 5 days before the commencement of the relevant module.
- 8.4 You may cancel the Module Contract and receive a full refund of any fees paid in relation to the Module Contract if You notify us prior to the 9th day following commencement of the relevant module ('the Module Contract Cancellation Period'). In order to cancel the Module Contract within the Module Contract Cancellation Period, You should give us written notice of

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Your cancellation by contacting us at <mailto:studentsuccess@sussex.ac.uk> (You may complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation/postgraduate-taught> to give this notice). If any payment has been made under the Module Contract prior to You cancelling the Module Contract during the Module Contract Cancellation Period pursuant to this paragraph, we will provide You with a full refund within 14 days of You cancelling the Module Contract.

- 8.5 After the Module Contract Cancellation Period, You may request a refund of module fees due to exceptional or mitigating circumstances if supported by evidence, for example medical advice in the form of a doctor's note. Refunds after the opt-out deadline will be considered on a case-by-case basis in accordance with our Financial Refund or Rebate Policy www.sussex.ac.uk/termsandconditions/financepolicies.
- 8.6 Any application for a refund after the expiry of the Module Contract Cancellation Period shall be made by email to studentsuccess@sussex.ac.uk.
- 8.7 Module fees will not increase for two years from Your initial Course start date, which will be outlined in Your Offer. However, Your module fees may be subject to change in accordance with this paragraph 8.7.1:
- 8.7.1 After two years from Your initial Course start date, module fees will be subject to an increase of 2.5% in each subsequent 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. These fees will not be subject to any other variation other than those described in this paragraph 8.7.1.

9 Course changes

- 9.1 The University has in place a student protection plan, which is available at <http://www.sussex.ac.uk/ogs/policies>, which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks, and in line with Clause 4.1 the University will use all reasonable endeavours to deliver Your Course as it was described in the Offer and Prospectus. However, circumstances may change and therefore it may be necessary to make significant changes to the way the Course is delivered, or cancel the Course.
- 9.2 For Students who have accepted an Offer but not yet registered;
- 9.2.1 The University will use all reasonable endeavours to ensure that any changes to Your Course that are considered to be required are kept to a minimum. If the University needs to make any material changes to Your Course before You register at the University, we shall bring these to Your attention as soon as possible;

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- 9.2.2 Circumstances may change to the point that we need to make changes to or discontinue Your Course. Possible reasons for discontinuing Your Course could include loss of professional accreditation for the Course, loss of teaching staff, insufficient students are registered on the Course (this list is non-exhaustive). If the University cancels 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.
- 9.2.3 If You reasonably believe that the proposed changes as notified to You in Clause 9.2.1 will prejudicially affect You, if You are unhappy with the replacement course provided, or if the University is unable to provide a suitable replacement course under Clause 9.2.2, You may cancel the Contract and withdraw Your application without any liability for Course fees (even if the cancellation period has expired).
- 9.3 Once You have registered as a student of the University, it will use reasonable endeavours to deliver Your Course as per the terms of the Contract, but:
- 9.3.1 The University may make a material change to Your Course (such as the nature of the award, or in relation to a material aspect of the curriculum). In such circumstances we will consult with You and notify You of the changes as soon as possible.
- 9.3.2 The University may be forced to discontinue Your Course, for example possible reasons for cancelling Your Course could include loss of professional accreditation for the Course, loss of teaching staff, insufficient students are registered on the Course (this list is non-exhaustive). In such a case the University 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.
- 9.3.3 The University reserves the right to make variations to Your Course in order to improve the Course for You, including the quality of educational services, 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.
- 9.4 In the case of optional modules, the running of these modules is entirely dependent upon how many students who wish to take up that option. If the optional module is undersubscribed it may not run. If the optional module is over-subscribed then priority will be given to those students for whom the module is a core module, any remaining places will be allocated on priority of who applied first.
- 9.5 If:
- 9.5.1 You are unhappy with the material change(s) to Your Course, in Clause 9.3.1;
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9.5.2 You are unhappy with the replacement course, or if the University is unable to provide a suitable replacement course under Clause 9.3.2.

You may cancel the contract and withdraw from the course.

9.6 If this Contract is cancelled by You in line with Clauses 9.5:

9.6.1 You will not incur any further liability for Course fees;

9.6.2 You will also be entitled to a refund of all Course fees paid to date; and

10 Limitation of Liability

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

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

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

10.2 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.

10.3 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 computer virus or any cause related to our computer facilities, except where such loss or damage is caused by our negligence.

10.4 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. In the case of the University, circumstances beyond its reasonable control including but not limited to industrial action or similar action by University staff. The University must ensure that the consequences of failure to act are kept to a minimum.

11 Intellectual Property

11.1 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 Your intellectual property without charge solely for the purpose of publishing Your doctoral thesis in the institutional repository.

12 Your Data

12.1 The University will process Your personal data in accordance with the General Data Protection Regulation, and our data protection policies contained in the

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Relevant Documents. We may share Your data with third parties, which we will do in accordance with our policy on data protection and privacy notices.

- 12.2 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 from time to time), 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.

13 General

- 13.1 The Contract, including these Terms and Conditions, constitute the entire agreement between You and the University, and supersedes all previous agreements between You and the University, whether written or oral.
- 13.2 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 13.3 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of the Contract shall continue in full force and effect.
- 13.4 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.

14 Concerns and Complaints

- 14.1 If You have a complaint or concern about the University, You should use the complaints procedure, which is designed to address any complaints quickly and fairly.
- 14.1.1 The complaints procedure in relation to admissions can be found at www.sussex.ac.uk/termsandconditions/pgapplicantfeedback.
- 14.1.2 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.

Should You remain unsatisfied with the University's handling of Your complaint You have the right to complain to the Office of the Independent Adjudicator, **at any point during this process You are not restricted from seeking legal advice.**

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- 14.2 If You have any other concerns, such as any academic or personal reasons You may not be able to continue on the Course You are advised to contact the student life centre, Your School or Course administrators at the earliest possible stage.