

The University of Sussex
Postgraduate Terms and Conditions Academic Year 2021/2022

1 Interpretation

1.1 In these Terms and Conditions the following expressions have the corresponding meanings:

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| Clause | means a clause in these Terms and Conditions |
| Contract | means the Terms and Conditions, Supplementary Documents, Offer and Prospectus |
| Course | means your prospective or registered course of study at the University |
| Home Students | Means that from the information you have provided to the University you are considered to be a student from the UK, Channel Islands or Isle of Man as outlined here: www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status and will pay the tuition fees set for Home Students |
| International Students | Means that from the information you have provided to the University you are considered to be a student from outside the UK, Channel Islands and Isle of Man, as outlined here: www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status and will pay the tuition fees set for International Students |
| Offer | means any offer letter from the University's admissions Office to you for a place on your prospective or registered course of study at the University |
| Postgraduate Research (PGR) students | Means students, such as MPhil or PhD students, who undertake original research projects and are overseen by a supervisory team, leading to submission of a thesis and an oral examination. |
| Postgraduate Taught (PGT) students | Means students on masters courses, which are normally on year-long courses which are generally taken after the completion of an undergraduate degree, and consist of both taught and research elements and include LLM, MA, MSc and MRes courses |
| Prospectus | means the online prospectus for your year of entry |
| "student", "you" or "your" | Means an individual who has accepted an Offer from the University and is registered with the University for a postgraduate programme of study and |
| Supplementary Documents | means the University's regulations (http://www.sussex.ac.uk/ogs/govdocuments/regulations) and all University policies (such as health and safety policies), additional agreements (such as accommodation licences) codes of practice or any other document referred to throughout the Terms and Conditions, all of which are regularly reviewed by the University and |

The University of Sussex
Postgraduate Terms and Conditions Academic Year 2021/2022

may be amended from time to time

Terms and Conditions means this document

University means the University of Sussex

2 The Contract

- 2.1 If you receive and decide to accept an offer of a place on your Course from the University the terms of this Contract shall apply from the date you accept your Offer (or the first day of the academic year, whichever is earlier) and for the duration of your registration at the University.
- 2.2 In addition to these Terms and Conditions, the Supplementary Documents (which include the University regulations) form part of this Contract and will apply to you.

3 Deferral

- 3.1 If you are deferring your place or if it is agreed at some future point that you may defer your entry, these Terms and Conditions will apply until they are replaced by a new set of terms and conditions. The replacement terms and conditions that will apply for your new year of entry will continue to apply until you graduate or otherwise stop being a student at the University.
- 3.2 If you choose to defer your entry, your Course fees may increase and will be the fees set by the University for Your chosen year of entry. There may also be changes to Your Course and/or its modules and the Prospectus for your deferred academic year of entry will form part of this Contract.

4 Right of cancellation

- 4.1 You may cancel this Contract by informing the University in writing within fourteen (14) days of accepting the Offer ('the cancellation period') as this Contract is made exclusively by means of distance communication.
- 4.2 In order to cancel this Contract within the cancellation period, you should notify us in writing for PGT students please email pg.applicants@sussex.ac.uk; for PGR students please email phd.applicants@sussex.ac.uk Alternatively, you may complete the cancellation form at www.sussex.ac.uk/study/terms-and-conditions/cancellation to give notice.
- 4.3 If you have made any payments under this Contract before the date of cancellation pursuant to this paragraph 4 (including the payment of any deposit), we will provide you with a full refund in accordance with the University's Financial Refund or Rebate Policy www.sussex.ac.uk/termsandconditions/financepolicies.
- 4.4 If you cancel this Contract after the cancellation period has expired, the University may keep any deposit and any refund of fees will be made in accordance with University policy as outlined in the Supplementary Documents.

The University of Sussex
Postgraduate Terms and Conditions Academic Year 2021/2022

5 University Obligations

- 5.1 The University will use all reasonable endeavours to deliver your Course and the services at the University with reasonable care and skill and in accordance with the description in the Prospectus for your year of entry. If there is a change to your Course, Clause 11 of these Terms and Conditions will apply.
- 5.2 The University shall provide you with access to equipment and/or facilities that are necessary for you to undertake your Course but you are required to provide personal items that you need to study at the University, including a desktop PC or laptop and study materials.
- 5.3 The University shall explain the academic requirements for your Course to you.

6 Academic and Conduct Obligations

- 6.1 You will engage and participate in your Course and take personal responsibility for your own learning. This will include attending and taking part in taught lectures, seminars and/or research; engaging with teaching and support staff; making use of all available resources; and meeting academic requirements (see clause 6.4 and 6.5).
- 6.2 If, prior to registration at 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 (including but not limited to dealing controlled substances, or causing physical damage to anyone or thing), the University may suspend your admission. The University will invite you to provide a statement about the allegations and following this the University may terminate this Contract and withdraw your offer, put in place behavioural requirements or restrictions for continued admission or allow unrestricted admission to the University
- 6.3 After arriving at the University you will maintain a good standard of conduct in line with the University's regulations (<http://www.sussex.ac.uk/ogs/govdocuments/regulations>). If you do not, the University may take disciplinary action against you under the regulations for student discipline contained in the Supplementary Documents. One of the possible outcomes of disciplinary action is termination of this Contract and removal from your Course.
- 6.4 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, attendance at examinations, and engagement with all methods of teaching and study, including satisfactory attendance at lectures and seminars. If you do not pass required modules, you must resit examinations or repeat a year 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 and you will not be entitled to any refund of fees.
- 6.5 You agree to uphold the University's standards of academic integrity. If you are a PGT student, you agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook www.sussex.ac.uk/termsandconditions/academicmisconduct. If you are a PGR student, you agree to comply with the Code of Practice for Research

The University of Sussex
Postgraduate Terms and Conditions Academic Year 2021/2022

www.sussex.ac.uk/termsandconditions/researchpolicy

7 International Students

- 7.1 When you apply to study at the University, you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake your proposed studies. The University will determine from the information you provide whether you are a Home or International Student. If you are not a Home Student you will be responsible for obtaining a visa. The University will issue you with a Confirmation for Acceptance of Studies (CAS) number if you meet the necessary criteria but your Offer does not guarantee that the University will be able to issue a CAS number.
- 7.2 If at any point you fail to demonstrate that you have a valid immigration status the University reserves the right to prevent you from registering on your Course (without liability to you).
- 7.3 You must comply with the terms of your student visa whilst studying at the University and in accordance with the University's responsibilities as a sponsor. The University is required to withdraw sponsorship of your visa if you do not comply with the terms of your visa and/or the UK government rules, including but not limited to:
- 731 Failure to meet the minimum attendance and engagement requirements;
- 732 Your registration is terminated, or you withdraw or commence an interruption of studies;
- 733 You successfully complete your Course in a shorter period than originally planned;
- 734 Failure to register or re-register at the University; and
- 735 Failure to provide evidence that you have valid leave to remain in the UK.
- 7.5 If you have a student visa and you decide to change your Course, and this causes a change to your Course completion date, you might be required to leave the UK to apply for a new visa overseas.
- 7.6 If your visa is revoked for any reason you will not be able to continue studying at the University and the University will remove you from your Course.
- 7.7 On occasion, the University will need to contact the UK Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions, You consent to the University contacting the UK Home Office on your behalf and the UK Home Office releasing such information to us.

8 Provision of Information and qualifications

- 8.1 The University will need to send you important information, so you must always ensure that the University has your up to date contact details including an email address for an account you use regularly.
- 8.2 Your Offer is subject to you satisfying the academic and other requirements for admission. If your Offer is conditional, you will need to satisfy the conditions set out in your Offer (such as obtaining qualifications at a minimum grade) in order to be admitted to the Course. If you have not met the conditions of your Offer before the start of the Course, the University

The University of Sussex

Postgraduate Terms and Conditions Academic Year 2021/2022

reserves the right to withdraw the Offer. For some courses you may need to provide information about your health, or have a satisfactory health check (including providing evidence of immunisations). If this applies the University will notify you of the requirements to be met.

8.3 You must provide full and accurate academic and personal information to the University for application, admission and enrolment on your Course and will inform the University of any changes to this information. The University may require you to provide satisfactory evidence that you have met all the requirements to study at the University.

8.4 If you do not provide satisfactory evidence when requested, you are dishonest in the information you provide or you withhold relevant information the University may terminate this Contract and withdraw you from the University or cancel your admission to the University. The University will verify the authenticity of documentation provided.

9 Criminal Convictions

9.1 To enable the University to discharge its safeguarding obligations, your Offer is subject to a satisfactory criminal convictions disclosure by you.

9.2 You must immediately disclose to the University any “relevant” unspent criminal convictions which are:

9.2.1 any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;

9.2.2 offences listed in the Sex Offences Act 2003;

9.2.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;

9.2.4 offences involving firearms;

9.2.5 offences involving arson;

9.2.6 offences listed in the Terrorism Act 2006; and

9.2.7 any convictions from another jurisdiction which are equivalent to those at clauses 9.2.1 to 9.2.6

9.3 Convictions that are “spent” (as defined by the Rehabilitation of Offenders Act 1974), or will be spent at the point of starting the course of study, do not need to be declared. If you are uncertain as to whether your conviction is spent, or if your conviction is from another jurisdiction, please seek independent advice.

9.4 Prior to - and no later than the point when you register as a student - the University will require you to disclose any “relevant” unspent criminal convictions (as set out at clause 9.2)

The University of Sussex

Postgraduate Terms and Conditions Academic Year 2021/2022

- 9.5 The University's Criminal Convictions Panel will consider any relevant unspent conviction disclosed to the University. Certain criminal convictions may result in your Offer of a place being withdrawn or conditions being imposed to allow you to study at the University.
- 9.6 If you are convicted of an offence whilst you are studying at the University You must disclose any unspent criminal convictions. The Criminal Convictions Panel will evaluate whether it is appropriate for a student with an unspent criminal conviction to continue to be part of the University. The University may terminate this Contract and withdraw you from the University or impose conditions to allow you to continue your studies.
- 9.7 Failure to disclose an unspent criminal conviction may result in your Offer being withdrawn. If you have already registered at the University disciplinary action may be taken and your Contract with the University could be terminated, resulting in removal from your Course.
- 9.8 Further information on the University's policy and procedures relating to criminal convictions can be found at www.sussex.ac.uk/criminal-convictions. Processing of your personal data will be carried out in accordance with our data protection policy.

10 Fees and payments

- 10.1 You will pay the Course fees as set by the University in accordance with Clause 10. You must pay your Course fees and any other costs, such as residential accommodation, in accordance with the method of payments set out in the relevant Supplementary Documents or as otherwise communicated to you. Further information on fees can be found at www.sussex.ac.uk/study/fees-funding
- 10.2 There are different Course fees for Home Students and International Students and your Offer contains an indicative fee. Your Course fees for the Academic Year 2021/22 will be set in December 2020 and may increase by a maximum of 2% above the indicative fee given in your Offer. Once the fees for the Academic Year 2021/22 have been set they will be published in the fees section on the course pages on the University website <https://www.sussex.ac.uk/study/masters/>
- 10.3 Course fees for PGT students whose course is longer than one year (full and part-time) and who first registered on their Course on or before the start of the 2021/2022 academic year will increase by 3% (rounded for administrative ease) in each subsequent academic year. This is to take account of the University's increased costs of providing educational services to you. Your fees will not be subject to any other increase.
- 10.4 Course fees for Home PGR students may be subject to an annual increase. The University routinely follows the fee levels set nationally by UK Research and Innovation (UKRI) and it is normal practice for MPhil/PhD fees to be published in May each year. Course fees for International PGR students will increase by 3% (rounded for administrative ease) in each subsequent academic year.
- 10.5 If you change course then the fees may be different and you should check the fees for that course if you consider changing course.
- 10.6 There may be other related costs and expenses for some courses, such as materials for projects and options to participate in field trips and visits. For information on additional costs for your Course please visit www.sussex.ac.uk/study/ and search for your Course. The

The University of Sussex

Postgraduate Terms and Conditions Academic Year 2021/2022

University's policy on additional costs can be found at www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuition_fees

- 10.7 If you fail to pay your Course fees or any other payments owed to the University, we will take firm, fair and timely steps to recover all debt owed by you. The University might refuse to allow you to advance or withdraw you from your Course if you do not pay your Course fees. If you fail to make payment of costs other than Course fees the University will take steps to recover the debt. The University may take legal action to recover any unpaid debt.
- 10.8 If a sponsor has agreed to pay all or part of your Course fees, you will still be primarily liable for the payment of the Course fees. If your sponsor fails to pay part or all of your Course fees, you must pay any unpaid fees.
- 10.9 Course fees are due for each full term of attendance, and 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 the Supplementary Documents and University refund policy www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/refunds .
- 10.1 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

11 Course changes

- 11.1 The University will use all reasonable endeavours to deliver your Course as described in the Offer and Prospectus and ensure that any changes to your Course are kept to a minimum. However, circumstances may change and it may be necessary to make minor variations or material changes to your Course or, in exceptional circumstances, to cancel your Course.
- 11.2 The University may make minor variations to your Course, including (but not limited to) in response to student feedback, updating the syllabus, timetabling requirements or alterations due to staff changes (which may mean it is no longer possible to teach a module which was dependent on staff expertise or the content of a module may need to be revised).
- 11.3 The Prospectus provides an indication of optional modules and the University does not guarantee that optional modules will be available or that students will get their choices or preferred combinations. Whether optional modules run is also dependent upon how many students wish to take up that option. If a module is undersubscribed it may not run; if a module is over-subscribed then priority will be given to those students for whom the module is a core module and any remaining places will be fairly allocated. Optional modules are also subject to timetabling and may be grouped; if so you will choose a set number of optional modules from any particular group.
- 11.4 The University may need to make material changes to your course (such as a change to course title, the nature of the award or a significantly different course structure, mode of delivery or assessment). Changes may also be needed because of circumstances outside the reasonable control of the University, including (but not limited to) changes to meet the latest requirements of a commissioning or accrediting body or adherence to advice from the UK government or a regulatory body. How we notify you will depend on the nature of the changes but, in any event, such changes will be recorded as soon as reasonably possible in the updated Course information on our website.

The University of Sussex

Postgraduate Terms and Conditions Academic Year 2021/2022

- 11.4.1 If the University needs to make material changes to your Course **before you register at the University** we shall let you know as soon as possible. If you reasonably believe that the changes will prejudicially affect you then you may cancel this Contract and withdraw your application without any liability for Course fees (even if the cancellation period has expired).
- 11.4.2 If The University needs to make material changes to your Course **after you have registered** then we will make reasonable endeavours to consult with you and will notify you of the changes as soon as possible. The University will take reasonable steps to minimise any adverse effect of the changes. If the University makes material change(s) to your Course for reasons other than circumstances which are outside the University's reasonable control and you do not want to continue on your Course then the University will try to transfer you to a suitable alternative course of study. If you are dissatisfied with the alternative course of study proposed and consider that the material changes to your course have prejudicially affected you, you will be entitled to withdraw from your course without any further liability for course fees. The University may also refund you for any course fees which you have paid up to withdrawal if it considers that the material changes adversely affect you.
- 11.5 If your Course includes the option for you to apply for a placement, it is your responsibility to apply for and secure a placement. If you are successful then the placement will form part of your Course. If you are not able to secure a placement the University will transfer you to non-placement version of your Course, provided always that you are in good academic standing.
- 11.6 If your Course includes a compulsory industry placement or practice learning arranged by the University as part of your Course, the University will use reasonable endeavours to put this in place. If it is not reasonably possible to arrange this (including but not limited to circumstances outside the University's control) the University will transfer you to non-placement version of your Course, provided always that you are in good academic standing.
- 11.7 If your Course includes an optional or compulsory period of study abroad, and despite using reasonable endeavours, or due to matters beyond our control, it is not possible to secure this, the University will transfer you to a non-study abroad version of your Course, provided always that you are in good academic standing.
- 11.8 The University will act in accordance with its student protection plan (available at www.sussex.ac.uk/ogs/policies) which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks.

12 Course Cancellation

- 12.1 Occasionally, the University may need to discontinue your Course. Possible reasons for discontinuing your Course include (but are not limited to) loss of professional accreditation for the Course, loss of teaching staff or insufficient students registered on the Course to deliver the educational service required.
- 12.2 If the University cancels your 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. If you are unhappy with a replacement course provided, or if the University is unable to provide a suitable replacement course, you may cancel this Contract and withdraw your application without any liability for Course fees (even if the cancellation

The University of Sussex

Postgraduate Terms and Conditions Academic Year 2021/2022

period has expired).

- 12.3 If the University cancels your Course after you have registered at the University, we will notify you as soon as possible and we will use reasonable endeavours to transfer you to a suitable replacement course. If you are unhappy with a replacement course provided, or if the University is unable to provide a suitable replacement course, You may cancel this Contract and withdraw from the University without any further liability for Course fees (even if the cancellation period has expired) and you will receive a refund of tuition fees paid up to the date of withdrawal.
- 12.4 If your Course is cancelled and you do not wish to transfer to an alternative course at the University we will use reasonable endeavours to help you find an alternative comparable course with another UK Higher Education provider.

13 Limitation of Liability

- 13.1 Nothing in this agreement will limit the University's liability for:
- 13.1.1 death or personal injury caused through the University's negligence; or
- 13.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 13.2 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.
- 13.3 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 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.
- 13.4 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 include (but are not limited to) implementation of action required by the UK government or a regulatory body, closure of part or all of the University for health and safety reasons or industrial action or other similar action by University staff. The University will take reasonable steps to ensure that, so far as possible in the circumstances, the consequences of a failure to act in accordance with this Contract as a result of circumstances beyond the University's control are kept to a minimum. In the case of a student, circumstances beyond reasonable control may include (but are not limited to) bereavement or ill health. You are advised to contact the Student Support Centre if you are experiencing problems in your studies.

14 Intellectual Property

- 14.1 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 such intellectual property in furtherance of the objectives of the University.

15 Disabilities

- 15.1 If you have additional support needs due to a disability, including an autism spectrum condition, dyspraxia, dyslexia or specific learning difficulties, mental health conditions or physical health conditions, you are encouraged to let the University know at the earliest opportunity. The University will seek to support you whenever possible and adjustments can be put in place if appropriate. To ensure that you can receive support, please contact the Student Support Unit at disabilitysupport@sussex.ac.uk prior to accepting your Offer for confidential advice and information on what support is available. You may also be eligible for Disabled Student (<https://www.gov.uk/disabled-students-allowances-dsas>).
- 15.2 Whilst students are not under any obligation to disclose a disability and the University will always endeavour to support students, if you do not let us know that you are disabled, or do not provide full information, you may not be able to get full or timely access to the support you may need.

16 Your Data

- 16.1 The University will process your personal data in accordance with UK data protection legislation and our data protection policies contained in the Supplementary Documents. We may share your data with third parties, which we will do in accordance with our policy on data protection and privacy notices (<https://www.sussex.ac.uk/about/website/privacy-and-cookies/privacy>)
- 16.2 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), 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.

17 General

- 17.1 If these Terms and Conditions conflict or are inconsistent with the Supplementary Documents, the provisions of these Terms and Conditions shall prevail.
- 17.2 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.
- 17.3 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.
- 17.4 This Contract and the University's regulations and policies constitute the entire agreement between you and the University, and supersede all previous agreements between you and the University, whether written or oral.
- 17.5 The University is entitled to alter its regulations and policies, or introduce new regulations and policies, and decisions shall be taken by the University in line with the regulations and

The University of Sussex
Postgraduate Terms and Conditions Academic Year 2021/2022

policies which apply at that time.

- 17.6 With the exception of clause 10 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it.
- 17.7 Parking at the University is restricted, and managed in line with parking policy. If you are disabled and need to park at the University, you should contact the Student Support Unit at disabilitysupport@sussex.ac.uk with details of your requirements.
- 17.8 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of this Contract shall continue in full force and effect.
- 17.9 This Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England.
- 17.10 Nothing in this Contract shall limit the right of the University to take proceedings against you including for recovery of Course fees or other debts or enforcement of the terms of Clause 10 (Fees) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 17.11 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.

18 Concerns and Complaints

- 18.1 The University has complaints procedures in place which are designed to address any complaints quickly and fairly. If you have a complaint or concern about the University, you should use the relevant complaints procedure.
- 18.2 The PGT admissions complaints procedure can be found at www.sussex.ac.uk/termsandconditions/pgapplicantfeedback; PGR admissions complaints procedure can be found at <http://www.sussex.ac.uk/admissions/pgp/applicantfeedback>
- 18.3 Once You are registered as a student if You have a complaint please follow our complaints procedure www.sussex.ac.uk/ogs/complaintsappeals/students
- 18.4 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. **You are entitled to seek independent legal advice at any point during the complaints procedure.**
- 18.5 If you have any other concerns, such as any personal reasons which mean you feel you may not be able to continue on your course you are advised to contact the Student Support Centre, your School or course administrators at the earliest possible stage.