Summary

These Terms and Conditions accompany, and should be read in conjunction with, your offer of a place. These, together with the <u>University Regulations</u> codes and policies and the <u>online prospectus</u> for your year of entry, form your Contract with the University. This creates a framework within which both you and the University operate, supporting you to make the most of your University experience and achieve your academic potential.

Please take the time to read and understand these Terms and Conditions. If you accept your offer of a place, we will assume that you have read and accepted these terms and conditions and agree to comply with them.

In particular, you are asked to note:

• The University has standards of expected behaviour which it requires all students to 3 ((u)2.2 (lar,)-1 (y)6.3 (o

Whilst the University will use reasonable endeavours to deliver your Course and the services under this Contract, situations may arise which are outside of the University's reasonable control and which prevent or disrupt our Course delivery or service provision. If this occurs, the University will try and minimise any adverse impact on you. Please see clause 13 for further information and examples of situations which the University considers are outside its reasonable control.

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

means the Terms and Conditions, Supplementary Documents, Offer Contract

and Prospectus

Course means your prospective or registered course of study (for PGT

students) or supervised research project (for PGR students) 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 or Isle of Man as outlined www.sussex.ac.uk/study/fees-funding/tuition-fees/fee- status and

will pay the tuition fees set for Home Students

International means that from the information you have provided to the **Students**

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

means any offer letter from the University's admissions Office to Offer

you for a place on your prospective or registered course of study

or supervised research project 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 yearlong 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

Supplementary Documents means the University's regulations and all University policies (such

as health and safety policies), codes of conduct and behaviour, additional agreements (such as accommodation licences) codes of practice and any other document referred to throughout the Terms and Conditions, all of which are regularly reviewed by the University

and may be amended and updated 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 and for the duration of your registration at the University.
- In addition to these Terms and Conditions, the Supplementary Documents form part of this Contract and will apply to you. These include (but are not limited to):-
- Student Code of Conduct
- Freedom of Speech Code of Practice
- Attendance, engagement and absence policies and procedures
- Examinations and Assessment regulations
- Academic Misconduct guidance, policies and procedures
- Student Discipline Regulation
- Dignity, Respect and Inclusion Policy
- Data Protection Policy
- <u>Financial Policies</u>, including <u>Tuition Fee Liability Policy</u>
- 2.3 Prior to starting your Course, and at the start of each academic year, you must regiiiyreg2uitio1 0 Td()Tj0

3.2 If you choose to defer your entry, you

- 6.1 The University may refuse to offer a place on a Course or research project to an applicant if it reasonably considers that the applicant will not meet the University's academic and/or conduct standards.
- 6.2 If, prior to registration at the Univ 0 Td(T.4 (it)7,)2 (p)5.3u8 (m)-1.3 (.2 (i))5.2 ()5.3u8 (2.311.7 (d)-)5.3

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- 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 and notify relevant UK authorities if you do not comply with the terms of your visa and/or the UK government rules, including but not limited to:
- Failure to meet the minimum attendance and engagement requirements;
- Your registration is terminated, or you withdraw or commence an interruption of studies;
- You successfully complete your Course in a shorter period than originally planned;
- Failure to register or re-register at the University; and
- Failure to provide evidence that you have valid leave to remain in the UK.
- 7.4 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.
- 1.5 If you require Academic Technology Approval Scheme (ATAS) Clearance then you will need to apply for this. Further information on applying for ATAS clearance is propapite Studies (h)2...6 (n)2.u (ly)-

<u>cconreg@sussex.ac.uk</u> and complete the self declaration form which we shall send you as soon as possible to minimise any potential disruption to your studies.

9.6 If you are convicted of an "relevant" offence whilst you are studying at the University you must disclose any "relevant" unspent criminal convictions by email to cconreg@sussex.ac.uk

you in writing by the University. If you have an agreed installment plan, you must pay the installments of all Course fees and other payments due to the University in accordance with that plan. Further information on fees can be found at www.sussex.ac.uk/study/fees-funding

- If you choose to **change course** then the fees may be different and you should check the published fees for that course together with the additional costs before you consider changing course. If the University requires you to change Course for any reason, including but not limited to Course cancellation, the University will pay any increase in Course fees (for the same award level) and published additional Course costs which you would not otherwise have incurred but for the required course change.
- There may be additional 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 https://www.sussex.ac.uk/study/ and search for your Course. The University can also charge for reasonable administration expenses.
- 10.7 If you do not pay your Course fees or any other payments due to the University then the University shall take action in line with the University's <u>Student Debt Recovery Policy</u>. We can impose sanctions including but not limited to the removal of your IT and library access. If, following warnings, you still fail to pay your Course fees then the University may cancel this Contract and you may be **withdrawn** from your Course, or the University may refuse to allow you to progress and you may not be permitted to register for further academic years. The University may take legal action to recover any unpaid debt.
- 10.8 If after completing your Cos.3 11.04 0 02(')-tiur5.3 (e)-c 0 Tw 26.065 0 Td()Tj.4 (ar3r989 0 -c 0 Tw 26

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If your Course is cancelled and you do not wish to transfer to an alternative course at the University (or none is available) we will use reasonable endeavours to help you find an alternative comparable course with another UK Higher Education provider. We will consider paying financial recompense if your Course is cancelled and you have reasonable evidenced expenses for starting a suitable course at another institution (v)-12.50.001 6v 9.0(t fouuu0 Tc0 Tw -33.804 -1

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taking such steps as are reasonable in the circumstances to minimise any adverse effects and enable you to continue with your studies. Nothing in this clause limits your liability to pay your Course fees.

- 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. Actions which the University may take to minimise any adverse effects include, but are not limited to, alternative forms of teaching delivery and/or location, alternative forms of assessment, substitutions for teaching staff or modifications to the Course content. In the event of strikes or industrial action by University staff, we shall take reasonable and proportionate steps to mitigate any impact on students.
- To the fullest extent permitted under the laws of England and Wales, the University excludes liability for any losses suffered by you as a result of circumstances beyond the University's reasonable control. Subject to clause 13.1 and any restrictions in statute or at common law, the aggregate liability of the University (however arising including (but not limited to) contract and negligence) shall not exceed the total of the Fees paid and due to be paid by you in relation to your Course.

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. The University's policy on Exploitation and Commercialisation of Research and Intellectual Property applies to all students registered at the University who generate intellectual property.
- You must not misuse, misappropriate or infringe any intellectual property which belongs to the University including but not limited to copyright, patents and confidential information.
- The University owns the copyright of all course materials inr.9 (I)9.99 (I)9(i)-3.- Tc 0.169 Tw Tw -3.238

- 17.9 Nothing in this Contract shall limit the right of the University to take proceedings for the 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.
- 17.10 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 <u>complaints procedures</u> in place which are designed to address any complaints quickly and fairly. If you have a complaint or concern about the University, you must use the relevant complaints procedure.
- The PGT admissions complaints procedure can be found at www.sussex.ac.uk/termsandconditions/pgapplicantfeedback; PGR admissions complaints procedure can be found at https://www.sussex.ac.uk/admissions/pgr/applicantfeedback
- Once You are registered as a student if You have a complaint please follow our <u>complaints</u> procedure.
- 18.4 Should you remain unsatisfied with the