

**The University of Sussex  
Postgraduate Terms and Conditions  
Academic Year 2020/2021**

**1 Interpretation**

1.1 In these Terms and Conditions the following expressions have the meaning below:

<b>Clause</b>	means a clause in these Terms and Conditions
<b>Contract</b>	means these Terms and Conditions, Relevant Documents, Offer, and Prospectus
<b>Course</b>	means Your prospective or registered course of study at the University
<b>Home PGR Students or Home PGT Students</b>	A Student from the UK, European Union, Channel Islands and Isle of Man as outlined here: <a href="https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status">https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status</a>
<b>International Students</b>	A Student from outside the European Union, as outlined here: <a href="https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status">https://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status</a>
<b>Offer</b>	means any offer letter from the University's admissions Office made by the University to You for a place on Your prospective or registered course of study at the University
<b>Prospectus</b>	means the online prospectus for Your academic year of entry
<b>Relevant Documents</b>	means the University's regulations and policies as they apply to You, and supplemental agreement such as accommodation licenses, or any other document referred to throughout the Terms and Conditions, which may be amended from time to time
<b>"Student", "You" or "Your"</b>	Means:  Postgraduate Taught (PGT) students, such as students on MA, MSc, MRes or LLM courses, who 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; or  Postgraduate Research (PGR) students, such as MPhil or PhD students, who undertake original research projects overseen by a supervisory team, leading to submission of a thesis and an oral examination.

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**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.
- 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 this Contract from the date You accept Your Offer and for the duration of your registration at the University.
- 2.2 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.
- 2.3 This Contract takes effect from either the first day of the academic year or Your acceptance of any Offer made by the University, whichever is earlier.
- 2.4 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 that will apply for Your year of entry. The new set of terms and conditions will be provided to You before you take up Your deferred place at the University and will apply until You graduate or otherwise stop being a postgraduate student at the University. If You choose to defer Your entry, Your tuition fees may be more than is stated in Your Offer. Please also note that Your Course and/or its modules may change for Your chosen year of entry and the Prospectus for Your academic year of entry will form part of this Contract

## **3 Right of cancellation**

- 3.1 As this Contract between You and the University is made exclusively by means of distance communication, You may cancel this Contract by informing the University in writing within fourteen (14) days of You accepting the Offer ('the cancellation period').
- 3.2 In order to cancel this Contract within the cancellation period, You should give us written notice of Your cancellation by contacting the University (for PGT students please email [pg.applicants@sussex.ac.uk](mailto:pg.applicants@sussex.ac.uk); for PGR students please

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email [researchstudentoffice@sussex.ac.uk](mailto:researchstudentoffice@sussex.ac.uk)) and You must complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation> to give this notice.

- 3.3 If any payment has been made under this 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](http://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 for Your year of entry, and the University shall explain the academic requirements for the Course to You. If there is a change to Your Course, Clause 10 of these Terms and Conditions will apply.
- 4.2 The University shall provide You with access to the necessary equipment and facilities in order for You to undertake Your Course.

#### **5 Student Obligations**

- 5.1 You will act in accordance with this Contract. If, once You arrive 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.
- 5.2 If, prior to Your first day of tuition 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 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 this Contract and withdraw Your Offer; or
  - 5.2.1.2 Lift the suspension; or
  - 5.2.1.3 Keep the suspension, but put in place behavioural requirements or restrictions for You continued admission at the University.
- 5.3 You must meet the ongoing academic requirements of Your Course, including

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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, seminars, supervisory meetings and any other such teaching or research forums provided by the University or any third parties nominated 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 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 our regulations.

- 5.4 You agree to uphold the University's standards of academic integrity.
- 5.5 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](http://www.sussex.ac.uk/termsandconditions/academicmisconduct).
- 5.6 If You are a PGR student, You agree to comply with the Code of Practice for Research [www.sussex.ac.uk/termsandconditions/researchpolicy](http://www.sussex.ac.uk/termsandconditions/researchpolicy).
- 5.7 You will pay all Course fees as and when they fall due, in accordance with Your Offer letter and the payment terms agreed by You and the University.

## **6 International Students**

- 6.1 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 the proposed studies. If required, 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.
- 6.2 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).
- 6.3 If You are a student from outside the European Union You are responsible for ensuring that You comply with the terms of Your student visa whilst studying at the University and in accordance with the University's responsibilities as a Tier 4 Sponsor.
- 6.4 If You have a Tier 4 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 in accordance with the Tier 4 Sponsor Guidance.
- 6.5 The University is required to withdraw sponsorship of Your Tier 4 visa if You do not comply with the terms of Your visa and/or the Home Office rules, including but not limited to:
  - 6.5.1 failure to meet the minimum attendance requirements;

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- 6.5.2 Your registration has been terminated, or You withdraw or commence an interruption of studies;
- 6.5.3 You successfully complete Your Course in a shorter period than originally planned;
- 6.5.4 failure to enrol or re-enrol at the University; and
- 6.5.5 failure to provide evidence that You have valid leave to remain in the UK.
- 6.5 If Your visa is revoked for any reason, the University will remove You from Your Course.
- 6.6 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.

**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, we reserve 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, including contact details, 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 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, 7.2 or 7.3, or that You have withheld relevant information, the University may terminate this Contract and withdraw You from the University.

**8 Criminal Convictions**

- 8.1 To enable the University to discharge its safeguarding obligations, Your Offer is subject to a satisfactory criminal convictions disclosure by You.

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- 8.2 You must immediately disclose to the University any “relevant” unspent criminal convictions which are:
- 8.2.1 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;
  - 8.2.2 offences listed in the Sex Offences Act 2003;
  - 8.2.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
  - 8.2.4 offences involving firearms;
  - 8.2.5 offences involving arson;
  - 8.2.6 offences listed in the Terrorism Act 2006; and
  - 8.2.7 any convictions from another jurisdiction which are equivalent to those at clauses 8.2.1 to 8.2.6
- 8.3 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.
- 8.4 Prior to and no later than the point when you register as a student the
- 8.5 University will require You to disclose any “relevant” unspent criminal convictions (as set out at clause 8.2)
- 8.6 If you are convicted of an offence whilst you are studying at the University You must disclose any unspent criminal convictions.
- 8.7 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 take up Your Offer at the University.
- 8.8 If You have already registered as a student at the University, 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.
- 8.9 Failure to disclose an unspent criminal conviction may result in Your Offer being withdrawn. If You have already registered at the University disciplinary action will be taken and Your Contract with the University may be terminated, resulting in removal from Your Course.

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- 8.10 Further information on the University's policy and procedures relating to criminal convictions can be found at [www.sussex.ac.uk/criminal-convictions](http://www.sussex.ac.uk/criminal-convictions). Processing of your personal data will be carried out in accordance with our data protection policy.

**9 Fees**

- 9.1 Your Course fees for Your first year of studies will be set out in Your Offer. However, Your Course fees may be subject to change in accordance with this Clause 9. Further information on fees can be found at [www.sussex.ac.uk/termsandconditions/fees](http://www.sussex.ac.uk/termsandconditions/fees).

- 9.2 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. Please see, <http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees>, for information on these additional costs.

- 9.3 For any other fees, such as the cost of residential accommodation, the University will make it clear in advance and payment for such services shall be made in accordance with the Relevant Documents.

9.4 International Students Course Fees:

- 9.4.1 Course fees for International Students, whether full or part-time and who first registered on their Course at the start of the 2020/2021 academic year, will increase by 3% each subsequent academic year, to take account of the University's increased costs of providing educational services to You. These fees will not be subject to any other variation other than those described in this paragraph 9.4.1.

9.5 Home Students Course Fees:

- 9.5.1 Course fees for PGT students, whether full or part-time and first registered on courses from the 2020/2021 academic year, of more than one year will be subject to an increase of 3% for 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 9.5.1.

- 9.5.2 Course fees for PGR students may be subject to an annual increase. The University routinely follow the fee levels set nationally by the Research Councils and it is normal practice for MPhil/PhD fees to be published in May each year.

- 9.6 If You fail to pay Your course fees, the University's policy is to take firm, fair and timely steps to recover all monies due. The University might withdraw You from Your course if You do not keep up with the terms of Your agreed payment plan for tuition fee debts, in accordance with the Relevant Documents.

- 9.6.1 In the event that a third-party sponsor has agreed to pay all or part of Your



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course fees, You will still remain primarily liable for the payment of the course fees. If a third-party sponsor fails to pay all or part of Your course fees the University will require You to may payment in full.

- 9.6.2 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 our Fee Liability for the Academic Year policy.
- 9.6.3 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](mailto:studentaccounts@sussex.ac.uk)

**10 Course changes**

- 10.1 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 for Your year of entry. However, circumstances may change and therefore it may be necessary to make significant changes to module or the way the Course is delivered, or cancel the Course.
- 10.2 For Students who have accepted an Offer but not yet registered;
- 10.2.1 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.
- 10.2.2 Circumstances may change to the point that we need to discontinue Your Course. Possible reasons for discontinuing Your course could include loss of professional accreditation for the Course, loss of teaching staff, or 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.
- 10.2.3 If You reasonably believe that the proposed changes as notified to You in Clause 10.2.1 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 10.2.2, You may cancel this Contract and withdraw Your application without any liability for course fees (even if the cancellation period has expired).
- 10.3 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:
- 10.3.1 The University may make a material change to Your course (such as the nature



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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.

- 10.3.2 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.
- 10.3.3 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. Changes may also be needed because of circumstances outside the reasonable control of the University, including (but not limited to) staff departures which mean it is no longer possible to teach a Course or module which was dependent on their expertise. 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.
- 10.3.4 If Your Course includes the option for a work placement, and despite using reasonable endeavours, or due to matters beyond our control, it is not possible to secure such a placement the University will transfer You to a non-placement version of the Course, provided always that you are in good academic standing.
- 10.4 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 module is undersubscribed it may not run. If the 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.
- 10.5 Optional modules may be grouped and if so You will be limited to choosing a set number of optional modules from any particular group. Availability of optional modules and combinations of optional modules cannot be guaranteed and will be subject to timetabling.
- 10.6 If:
- 10.6.1 You reasonably believe that the material change(s) to Your Course in Clause 10.3.1 will prejudicially affect You; or
- 10.6.2 You are unhappy with the replacement course, or if the University is unable to provide a suitable replacement course under Clause 10.3.2; or
- 10.6.3 You are unhappy with the replacement course provided by us under Clause 10.3.4 (This sub-clause does not apply to courses where work placements are mandatory for the award);

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You may cancel this Contract and withdraw from the course.

10.7 If this Contract is cancelled by You in line with Clauses 10.6.1 or 10.6.2:

10.7.1 You will not incur any further liability for course fees;

10.7.2 You will also be entitled to a refund of all course fees paid to date; and

10.7.3 The University will pay any reasonable accommodation and living expenses You have incurred for the academic year this Contract is cancelled.

10.7 If this Contract is cancelled by You in line with Clause 10.6.3:

10.7.1 You will not incur any further liability for Course fees; and

10.7.2 The University will pay any reasonable accommodation and living expenses You have incurred for the academic year this Contract is cancelled.

10.8 If You choose to cancel this Contract in accordance with paragraph 10.2.3, or 10.6, the University will use reasonable endeavours to assist You in finding an alternative comparable course with another Higher Education provider in the UK.

## **11 Limitation of Liability**

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

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

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

11.2 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.

11.3 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.

11.4 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 industrial action or similar action by University staff. The University must ensure that the consequences of failure to act are kept to a minimum.

## **12 Intellectual Property**

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- 12.1 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.

**13 Your Data**

- 13.1 The University will process Your personal data in accordance with UK data protection legislation and our data protection policies contained in the 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 (<https://www.sussex.ac.uk/about/website/privacy-and-cookies/privacy>).
- 13.2 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.

**14 General**

- 14.1 This Contract and the University's regulations and policies as they apply to You, constitute the entire agreement between You and the University, and supersede all previous agreements between You and the University, whether written or oral.
- 14.2 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 policies which apply to You at that time
- 14.3 With the exception of clause 9 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it.
- 14.4 Parking at the University is restricted, and managed in line with parking policy.
- 14.5 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.
- 14.6 This 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.

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**15 Concerns and Complaints**

15.1 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:

15.1.1 The PGT admissions complaints procedure can be found at [www.sussex.ac.uk/termsandconditions/pgapplicantfeedback](http://www.sussex.ac.uk/termsandconditions/pgapplicantfeedback).

15.1.2 The PGR admissions complaints procedure can be found at <http://www.sussex.ac.uk/admissions/pgr/applicantfeedback>.

15.1.3 Once You are registered as a student if You have a complaint please follow our complaints procedure at <http://www.sussex.ac.uk/ogs/complaintsappeals/students>.

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.**

15.2 If You have any other concerns, such as any academic or personal reasons which mean You feel 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.