

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

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).

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

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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

- 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

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 y

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