

## Summary

These Terms and Conditions accompany, and should be read in conjunction with, your offer of a place. These, together with the University regulations, codes and policies and the online prospectus in place at the date of your offer, form your Contract with the University. This creates a framework within which both you and the University operate, supporting you to 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 maintain. Students are expected to conduct themselves at all times in a manner which demonstrates respect for the University, its staff, fellow students and the wider community. Students must observe any codes of conduct which are in place and updated from time to time, as well as adhering to University regulations. If you fail to meet the standards expected the University may take disciplinary action against you and consequences can include termination of this Contract and removal from your Course. Please see <https://www.sussex.ac.uk/webteam/gateway/file.php?name=regulation-2.pdf&site=76> and clause 6 for further information.
- The University has high academic standards and **you must participate in your Course and meet the academic requirements**. If you do not progress sufficiently to remain on your Course, the University may withdraw you from your Course and you will not be entitled to any refund of fees. Please see clause 6 for further details.
- **You must complete your Course within the Period of Registration**. You are responsible for managing the study of the Modules on Your Course to ensure that you study and complete all the Modules necessary to complete the Course within the Period of Registration.
- The University will use **all reasonable endeavours to deliver your course as described in the prospectus and to provide services at the University**. Whilst the University will seek to keep course changes to a minimum these may sometimes be necessary, for example if there are unanticipated staff changes or updates to the syllabus. Exceptionally, we might need to cancel a course, for example if there are insufficient students registered to deliver education of sufficient quality for those who have enrolled. Please see clause 11 for further details about course changes.
- **Fees** are paid on a modular basis and your Offer will set out payment details. You must pay the Module Fee at least 5 days prior to the start of the Module you wish to study. **We may withdraw your registration on a Module** if you have not enrolled and paid the Module at least 5 days' prior to commencement. Please see clause 12 for fuller details. Your fees may increase during your studies with us, and you may also have to pay **additional costs** such as specialist equipment, field trips or bench fees. Charges are made if you have to retake any assessments.
- We have registration requirements for some students and courses, for example all students are subject to a **satisfactory criminal records check** (clause 9). If you are unable to meet any **academic or other requirements for admission**, or are dishonest with any information you provide, then your offer of a place will be withdrawn (clauses 6 and 8).

## **1 Interpretation**

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

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clause</b>                     | means a clause in these Terms and Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Contract</b>                   | means the Terms and Conditions, Supplementary Documents, Offer and Prospectus                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Course</b>                     | means your prospective or registered course of study at the University                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Module</b>                     | Means any individual module of study on Your Course and Modules<br>means more than one module of study                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Offer</b>                      | means any offer letter from the University's admissions office or any agent authorised to act for and on behalf of the University to you for a place on your prospective or registered course of study at the University                                                                                                                                                                                                                                                                                     |
| <b>Period of Registration</b>     | means either: <ul style="list-style-type: none"><li>i. the maximum period of registration during which to complete Your Course as notified in your Offer OR;</li><li>ii. the fixed duration of the Course as notified in your Offer; OR</li><li>iii. if not specified, four (4) years from the date of commencement of study on your first Module</li></ul>                                                                                                                                                  |
| <b>Prospectus</b>                 | means the online distance learning prospectus as at the date we make an offer to You                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"student", "you" or "your"</b> | Means you, a prospective or enrolled Online Distance Learning student                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Supplementary Documents</b>    | means the University's regulations ( <a href="http://www.sussex.ac.uk/ogs/govdocuments/regulations">http://www.sussex.ac.uk/ogs/govdocuments/regulations</a> ) 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 from time to time |
| <b>Terms and Conditions</b>       | means this document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>University</b>                 | 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 date of registration on your first Module, 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, codes and policies in force from time to time) form part of this Contract and will apply to you.

## **3 Deferral**

- 3.1 If you choose to delay starting your Course, your Course fees may increase and will be the fees set by the University when you enrol on your first Module. There may also be changes to Your Course and/or Modules and the Prospectus in force at the time you commence your first Module will form part of this Contract.

## **4 Right of cancellation**

- 4.1 As this Contract is made exclusively by means of distance communication, **you may cancel this Contract by informing the University in writing within fourteen (14) days of accepting the Offer** ('the cancellation period'). In order to cancel this Contract within the cancellation period, you should notify us in writing at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk)
- 4.2 If you have made any payments under this Contract before the date of cancellation pursuant to this paragraph 4 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](http://www.sussex.ac.uk/termsandconditions/financepolicies).
- 4.3 If you cancel this Contract after the cancellation period has expired, any refund of fees will be made in accordance with University policy as outlined in the Supplementary Documents.

## **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. 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 The University may refuse to offer a place on a Course if it reasonably considers that an applicant will not meet the University's academic and/or conduct standards.

- 6.2 If, prior to registration at the University, it comes to the University's attention that your behaviour or conduct (academic or non-academic) may not comply with our expectation for student conduct, or if the University has safeguarding concerns, the University may suspend your admission. In such circumstances, the University will invite you to provide a statement about the allegations that will be considered by representatives from: the Admissions Team, your proposed academic school and Student Complaints, Conduct & Funding. Collectively they may decide that the University may terminate this Agreement and withdraw your offer, put in place behavioural requirements or restrictions for continued admission or allow unrestricted admission to the University. Their decision is final and is not subject to appeal. Examples of such conduct of concern could include acts or threats to act in a way which threatens the health or safety of any other member of the University, its employees or other students, or threats to do any illegal acts (including but not limited to dealing controlled substances, or causing physical damage to anyone or thing).
- 6.3 After starting your studies at the University (including prior to completion of your registration at the University) at all times – including social media use - demonstrating respect for the University, its students, staff and our wider community and adhering to the University's regulations (<http://www.sussex.ac.uk/ogs/govdocuments/regulations>) together with any codes for student conduct and behaviour in place from time to time. 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. If you are in receipt of a scholarship, in addition to any sanctions taken under our student discipline regulations, the University may review whether your scholarship shall be withdrawn or if conditions shall be applied to your scholarship.
- 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, completion of examinations and participation in online lectures, seminars, webinars, supervisory meetings and any other such online 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 re-sit assignments or repeat a module of study in accordance with the University's Examination and Assessment Regulations (charges will apply).
- 6.5 **If, following re-sits or repeats you have not progressed sufficiently to remain on your Course, the University will withdraw you from your Course** in accordance with the University's regulations and you will not be entitled to any refund of fees. You will be given a transcript of your credits, and, if applicable, any intermediate awards received.
- 6.6 You agree to uphold the University's standards of academic integrity and 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). Personation – which includes purchasing essays and assessments from essay mills – will usually be considered to be a major misconduct.
- 6.7 Any concerns about fitness to study will be dealt with in line with the University's fitness to study policy <http://www.sussex.ac.uk/adge/standards/fitnesstostudy>. If you are temporarily withdrawn on health grounds, you must satisfy the Fitness to Study Panel that your health has improved sufficiently to restart your study at the University. Professionally regulated courses also have required conditions and standards. A failure to adhere to these

may call into question a student's fitness to practise and result in a fitness to practise investigation, the outcome of which could include the imposition of conditions, suspension or expulsion from the University.

- 6.8 If at any point you withdraw from your studies, the University has the right to refuse re-admittance if it reasonably considers that your conduct is likely to fall below the standards expected by the University as set out in the Supplementary Documents. Conduct which is likely to be unacceptable includes, but is not limited to: causing distress, potential distress or harm to members of the University community; actual or potential damage to university property; disruption to the functions and operations of the University; or impeding or interfering with the pursuance of work/study of members of the University community.

## **7 Course Management**

- 7.1 You will engage and participate in your Course and take personal responsibility for your own learning. This will include attending and taking part in online 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).
- 7.2 If you need to re-sit any assessments/examinations, you must take such re-sits at the next available opportunity (including during any breaks from study you may choose to take) to ensure that you repeat any assessments as closely as possible to the conclusion of the teaching for that Module. If there are extenuating personal circumstances which mean you need to delay a resit, including during a break from study, then you must obtain express permission. If you fail to take any resits within a reasonable period, then the University may assess your suitability to continue on your Course and reserves the right to withdraw you from your Course.
- 7.3 You are responsible for managing the study of the Modules on Your Course to ensure that you study and complete all the Modules necessary to complete the Course within the Period of Registration. If at any point you have concerns that you will not be able to complete all the Modules on your Course within the Period of Registration you must notify the University at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk) as soon as possible. **If you do not complete the required Modules within the Period of Registration then the University can permanently withdraw you from your Course.**
- 7.4 If the University reasonably considers that you are failing to engage sufficiently with your studies, the University may assess your suitability to continue on your Course. **If the University does not consider that there are reasonable prospects that you will complete the Modules for your Course within the Period of Registration, you may be withdrawn from your Course.**

## **8 Services and Equipment**

- 8.1 You must provide at your cost the necessary equipment and services (including internet connection) to undertake your Course of study online. If a Module requires you to use specific software then you must use your best endeavours to install such software on your equipment. If you are unable to obtain the software you must notify the University as soon as possible by contacting us at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk). The University shall take reasonable steps to assist but will not be under any obligation to provide alternative software.

## **9 International Students**

- 9.1 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 we will not issue you a CAS to study on a Student 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>.

## **10 Provision of Information and qualifications**

- 10.1 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.
- 10.2 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
- 10.3 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, or provided required evidence, the University 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), a satisfactory Academic Technology Approval Scheme check or a satisfactory disclosure and barring service (DBS) check. If this applies the University will notify you of the requirements to be met.
- 10.4 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.

## **11 Criminal Convictions**

- 11.1 To enable the University to discharge its safeguarding obligations, your Offer is subject to a satisfactory criminal convictions disclosure by you.
- 11.2 You must immediately disclose to the University any “relevant” unspent criminal convictions which are:
- 11.21 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;
  - 11.22 offences listed in the Sex Offences Act 2003;
  - 11.23 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
  - 11.24 offences involving firearms or arson;
  - 11.25 offences listed in the Terrorism Act 2006; and

- 11.2.6 any convictions from another jurisdiction which are equivalent to those at clauses 11.2.1 – 11.2.5
- 11.3 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.
- 11.4 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. 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.
- 11.5 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
- 11.6 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
- 11.7 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

## **12 Fees and payments**

- 12.1 Your fees and the payment terms will be set out in your Offer. Fees are due on a modular basis. You will pay all fees for each Module in accordance with your Offer and the payment terms. There may be other related costs and expenses for some modules, such as specific software. The University’s policy on additional costs can be found at [www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees](http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees)
- 12.2 When you enrol on a Module, you will be required to pay a fee for taking that Module (“Module Fee”). 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”).
- 12.3 You must have enrolled on a Module and have paid the Module Fee at least 5 days prior to the commencement of the relevant Module. We may withdraw your registration on a Module if you have not enrolled and paid the Module Fee 5 days before the commencement of the relevant Module.
- 12.4 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 cancellation by contacting us at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk) stating your name, student/applicant number, Course and reason for cancellation.

- 12.5 If you have paid the Module Fee prior to cancelling the Module Contract during the Module Contract Cancellation Period, we will provide you with a full refund within 14 days of you cancelling the Module Contract.
- 12.6 Should you enrol on a Module in error, or you are unable to get access to a Module, you must notify us as soon as possible and in any event within the Module Contract Cancellation Period. We will not be under any obligation to refund you for modules which you enrol on in error if you do not notify us within the Module Contract Cancellation Period.
- 12.7 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. You must email any application for a refund after the expiry of the Module Contract Cancellation Period to [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk) and each application will be considered on a case-by-case basis. Any refunds made will be issued in accordance with the University's Financial Refund or Rebate Policy in force at the time <https://student.sussex.ac.uk/money/fees/refunds>
- 12.8 It is your responsibility to ensure that you complete all the Modules for your Course within the Period of Registration and you will not be entitled to any refunds of fees if you fail to do so. If you have to re-sit any examinations or assessments you will incur a reasonable charge for this.**
- 12.9 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 will be subject to change in accordance with clause 12.9.
- 12.10 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 12.9.
- 12.11 If you change course then the fees may be different and you should check the fees for that course if you consider changing course.
- 12.12 There may be additional costs and expenses for some courses, such as materials for projects. The University's policy on additional costs can be found at [www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuition\\_fees](http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuition_fees)
- 12.13 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 in accordance with the University's student debt policy (<https://www.sussex.ac.uk/webteam/gateway/file.php?name=uos---debt-recovery-policy-approved-by-council-260919.pdf&site=262>). The University might refuse to award you the qualification, allow you to progress or withdraw you from your Course if you do not pay your Course fees. The University may take legal action to recover any unpaid debt.

- 12.14 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.
- 12.15 If you withdraw from your studies (either temporarily or permanently), your fees will be amended in line with the University's financial withdrawal policy  
<http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/withdrawals>

### **13 Course changes**

- 13.1 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.
- 13.2 The University may make minor variations to your Course, including (but not limited to) in response to student feedback, updating the syllabus (including in response to academic research), 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).
- 13.3 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.
- 13.4 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) unanticipated staff changes, responses necessary 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.
- 13.4.1 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).
- 13.4.2 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 to you any course fees which you have paid up to withdrawal if it considers that the material changes adversely affect you.

- 13.8 The University will act in accordance with its student protection plan which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks:  
<https://www.sussex.ac.uk/webteam/gateway/file.php?name=student-protection-plan.pdf&site=76>

## **14 Course Cancellation**

- 14.1 In rare circumstances, 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 a satisfactory quality of education.
- 14.2 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 period has expired).
- 14.3 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). You will receive a refund of tuition fees paid up to the date of withdrawal.
- 14.4 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.

## **15 Limitation of Liability**

- 15.1 Nothing in this agreement will limit the University's liability for:
- 15.1.1 death or personal injury caused through the University's negligence; or
- 15.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
- 15.2 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.
- 15.3 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.

- 15.4 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) acts of, or implementation of action required by, local government, the UK government or a regulatory body; closure of part or all of the University for health and safety reasons; power failure; acts of terrorism; industrial action or other similar action by University staff. In the case of a student, circumstances beyond reasonable control may include (but are not limited to) bereavement or significant diagnosed ill health. You should contact the Student Support Centre if you are experiencing problems in your studies and engage with the University, accessing support and 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.
- 15.5 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.
- 15.6 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 15.1 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.

## **16 Intellectual Property**

- 16.1 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.
- 16.2 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.
- 16.3 The University owns the copyright of all course materials including, but not limited to, lecture notes, presentations, examinations, online materials (including videos, podcasts and webinars), discussion boards, examinations and assessments. You are permitted to use these for your own personal use as part of your study, but these must not be shared with any third parties, including students from other educational institutions. It is strictly prohibited to sell or offer to sell any course materials, including parties who subsequently offer University content for sale on internet sites. Any breach of this clause will result in disciplinary action being taken against you under Regulation 2. The University also reserves the right to seek damages.

- 16.4 If you cancel a Module Contract, you must not access or use any course materials that you have already downloaded and you must return any such materials to the University within 24 hours of cancellation and delete any copies which you have made.

## **17 Disabilities**

- 17.1 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](mailto: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>).
- 17.2 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.

## **18 Your Data**

- 18.1 The University will process your personal data in accordance with UK data protection legislation and our data protection policies contained in the Supplementary Documents (<https://www.sussex.ac.uk/webteam/gateway/file.php?name=data-protection-policy.pdf&site=76>).
- 18.2 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>)
- 18.3 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.

## **19 General**

- 19.1 If these Terms and Conditions conflict or are inconsistent with the Supplementary Documents, the provisions of these Terms and Conditions shall prevail.
- 19.2 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.
- 19.3 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.

- 19.4 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. 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 at that time.
- 19.5 With the exception of clause 12 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it. 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.
- 19.6 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.
- 19.7 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 12 (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.
- 19.8 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.

## **20 Concerns and Complaints**

- 20.1 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.
- 20.2 The admissions complaints procedure is at:-  
[www.sussex.ac.uk/termsandconditions/pgapplicantfeedback](http://www.sussex.ac.uk/termsandconditions/pgapplicantfeedback). If you have a complaint after registration as a student please follow our complaints procedure:-  
<https://student.sussex.ac.uk/complaints/university/procedure>
- 20.3 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.**
- 20.4 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 Success team in the first instance who will be able to advise you on support.