

# The University of Sussex

## Undergraduate Terms and Conditions Academic Year 2023-2024

### 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 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 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 further information at clause 6 and our website at: <https://www.sussex.ac.uk/webteam/gateway/file.php?name=regulation-2.pdf&site=76>
- 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.
- The University will use **all reasonable endeavours to deliver your course as described in the prospectus for your year of entry 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.
- You must make arrangements at the beginning of your course for the payment of your **tuition fees**. 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. Tuition fees are charged on a termly basis; if you attend only part of a term you may still be charged the full-term rate. Further information can be found at clause 10 and on our website at: <http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees>
- If your Offer is conditional, you will need to **satisfy the conditions in your Offer**. There are requirements for registration and continuation on your Course, for example all students are subject to a **satisfactory criminal records check** (clause 9), some courses require a clear satisfactory disclosure and barring service (DBS) check (clause 8) and if you have a **student visa** you must comply with its terms for the duration of your studies (clause 7). If you are unable to meet any **registration, academic or other requirements for admission**, or are dishonest with any information you provide, then your offer of a place will be rescinded or if you have commenced your studies you may be withdrawn from your Course (clauses 2, 6, 7, 8 and 9).

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**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>Home Students</b>	means that from the information you have provided to the University you are considered to be a student from the UK, Channel Islands or Isle of Man as outlined here: <a href="http://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status">www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status</a> and will pay the tuition fees set for Home Students
<b>International Students</b>	means that from the information you have provided to the University you are considered to be a student from outside the UK, Channel Islands and Isle of Man, as outlined here: <a href="http://www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status">www.sussex.ac.uk/study/fees-funding/tuition-fees/fee-status</a> and will pay the tuition fees set for International Students
<b>Offer</b>	means an offer to you of a place on your Course by the University through UCAS (if applicable) together with any offer letter from the University's Admissions Office
<b>Prospectus</b>	means the online prospectus for your year of entry
<b>"student", "you" or "your"</b>	means an individual who has accepted an Offer from the University and is registered with the University for an undergraduate programme of study
<b>Supplementary Documents</b>	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 reviewed by the University and may be amended from time to time <a href="http://www.sussex.ac.uk/ogs/govdocuments/regulations">http://www.sussex.ac.uk/ogs/govdocuments/regulations</a>
<b>Terms and Conditions</b>	means this document
<b>University</b>	means the University of Sussex

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**2 The Contract**

- 2.1 If you receive and decide to accept an offer of a place on your Course from the University the terms of this Contract shall apply from the date you accept your Offer (or the first day of the academic year, whichever is earlier) and for the duration of your registration at the University.
- 2.2 In addition to these Terms and Conditions, the Supplementary Documents (which include the University regulations, codes and policies in force from time to time) form part of this Contract and will apply to you.
- 2.3 Prior to starting your Course, and at the start of each academic year, you must complete the registration process at the University which includes provision of requisite information, a satisfactory criminal convictions declaration and payment of rent and/or tuition fees (if applicable). If you do not satisfactorily complete registration then the University may refuse admittance to your Course or withdraw you from it.

**3 Deferral**

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

**4 Right of cancellation**

- 4.1 You may cancel this Contract by informing the University in writing within fourteen (14) days of accepting the Offer ('the cancellation period') as this Contract is made exclusively by means of distance communication.
- 4.2 In order to cancel this Contract within the cancellation period, you should notify us in writing by contacting Undergraduate Admissions ([ug.applicants@sussex.ac.uk](mailto:ug.applicants@sussex.ac.uk)). Alternatively, you may complete the cancellation form at [www.sussex.ac.uk/study/terms-and-conditions/cancellation](http://www.sussex.ac.uk/study/terms-and-conditions/cancellation) to give notice.
- 4.3 If you have made any payments under this Contract before the date of cancellation pursuant to this paragraph 4 (including the payment of any deposit), we will provide you with a full refund in accordance with the University's refunds Policy in force <https://student.sussex.ac.uk/money/fees/refunds#tuition>
- 4.4 If you cancel this Contract after the cancellation period has expired, the University may keep any deposit and any refund of fees will be made in accordance with University policy as outlined in the Supplementary Documents.

**5 University Obligations**

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

**6 Academic, Fitness to Study and Conduct Obligations**

- 6.1 You will engage and participate in your Course and take personal responsibility for your own learning. This will include attending and taking part in taught lectures, seminars and/or research; engaging with teaching and support staff; making use of all available resources; and meeting academic requirements (see clause 6.4 and 6.5).
- 6.2 The University may refuse to offer a place on a Course to an applicant if it reasonably considers that the applicant will not meet the University's academic and/or conduct standards.
- 6.3 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 to 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).
- 6.4 After arriving at the University (including prior to completion of your registration at the University) you will maintain a good standard of conduct 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 any accommodation licence with the University 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.
- 6.5 You must meet the ongoing academic requirements of your Course, including (but not limited

to) passing modules, submission of course work and other assignments including examinations and engagement with all methods of teaching and study, including satisfactory attendance at lectures and seminars. If you do not pass required modules, you must resit examinations or repeat a year of study in accordance with the University's Examination and Assessment Regulations. If, following resits or repeats you have not progressed sufficiently to remain on your Course, the University will withdraw you in accordance with the University's regulations and you will not be entitled to any refund of fees. 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 to comply with the University's policy on academic misconduct as published in the Examination and Assessment Regulations Handbook <http://www.sussex.ac.uk/adqe/standards/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/adqe/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.
- 6.9 If you do not satisfy the academic requirements to complete your Course, it will be entirely at the University's discretion as to whether an extension of time will be permitted to enable you a further opportunity to meet the academic requirements to pass. Any authorised extension will be subject to reasonable fees.

## **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 (as per UK government policy and/or the University's CAS issuing policy) but your Offer does not guarantee that the University will be able to issue a CAS number or act as your immigration sponsor.
- 7.2 If at any point you fail to demonstrate that you have a valid immigration status and/or adequate regulatory approval to pursue your actual/intended course of study then the University reserves the right to prevent you from registering on or continuing your Course

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(without liability to you).

- 7.3 You must comply with the terms of your student visa whilst studying at the University and in accordance with the University's responsibilities as a sponsor. The University is required to withdraw sponsorship of your visa if you do not comply with the terms of your visa and/or the UK government rules, including but not limited to:
- 731 Failure to meet the minimum attendance and engagement requirements;
  - 732 Your registration is terminated, or you withdraw or commence an interruption of studies;
  - 733 You successfully complete your Course in a shorter period than originally planned;
  - 734 Failure to register or re-register at the University; and
  - 735 Failure to provide evidence that you have valid leave to remain in the UK.
- 7.4 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.
- 7.5 If your visa is revoked for any reason you will not be able to continue studying at the University and the University will remove you from your Course.
- 7.6 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.
- 7.7 The University is not liable for any cost that may be incurred by you to perform immigration and course of study regulatory requirements.
- 8 Provision of Information and qualifications**
- 8.1 The University will need to send you important information, so you must always ensure that the University has your up to date contact details including an email address for an account you use regularly.
- 8.2 Your Offer is subject to you satisfying the academic and other requirements for admission. If your Offer is conditional, you will need to satisfy the conditions set out in your Offer (such as obtaining qualifications at a minimum grade) in order to be admitted to the Course. If you have not met the conditions of your Offer before the start of the Course, the University 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.
- 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.

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

**9 Criminal Convictions**

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

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

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

9.2.2 offences listed in the Sex Offences Act 2003;

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

9.2.4 offences involving firearms;

9.2.5 offences involving arson;

9.2.6 offences listed in the Terrorism Act 2006; and

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

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

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

9.5 The University’s Criminal Convictions Panel will consider any relevant unspent conviction disclosed to the University. Certain criminal convictions may result in your Offer of a place being withdrawn or conditions being imposed to allow you to study at the University.

9.6 If you are convicted of an offence whilst you are studying at the University You must disclose any unspent criminal convictions. The Criminal Convictions Panel will evaluate whether it is appropriate for a student with an unspent criminal conviction to continue to be part of the University. The University may terminate this Contract and withdraw you from the University or impose conditions to allow you to continue your studies.

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- 9.7 Failure to disclose an unspent criminal conviction may result in your Offer being withdrawn. If you have already registered at the University disciplinary action may be taken and your Contract with the University could be terminated, resulting in removal from your Course.
- 9.8 Further information on the University's policy and procedures relating to criminal convictions can be found at [www.sussex.ac.uk/criminal-convictions](http://www.sussex.ac.uk/criminal-convictions). Processing of your personal data will be carried out in accordance with our data protection policy.

## 10 Fees and payments

- 10.1 You will pay the Course fees as set by the University in accordance with Clause 10. You must pay your Course fees and any other costs, such as residential accommodation, in accordance with the method of payments set out in the relevant Supplementary Documents or as otherwise communicated to you. Further information on fees can be found at [www.sussex.ac.uk/study/fees-funding](http://www.sussex.ac.uk/study/fees-funding).
- 10.2 There are different Course fees for **Home Students** and **International Students**:-
- 10.2.1 The Course fees for **Home Students** are set out in your Offer. The University will increase its Course fees for Home Students annually in line with the maximum levels set by the UK government for subsequent academic years of your Course subject to regulatory approval. These increases will be published in advance. Further details can be found at [www.sussex.ac.uk/study/fees-funding/tuition-fees](http://www.sussex.ac.uk/study/fees-funding/tuition-fees).
- 10.2.2 The Course fees for **International Students** are set out in your Offer. Course fees for International students whose course is longer than one year (full and part-time) and who first registered on their Course on or before the start of the 2023-2024 academic year will increase by 3% (rounded for administrative ease) in each subsequent academic year. This is to take account of the University's increased costs of providing educational services to you. Your fees will not be subject to any other increase.
- 10.3 Course fees are due for each full term of attendance, and if you attend only part of a term you may still be charged the full-term rate. Any refund of Course fees will be made in accordance with the Supplementary Documents and the University refund policy <http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/refunds>.
- 10.4 If you change course then the fees may be different and you should check the fees for that course if you consider changing course.
- 10.5 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'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)
- 10.6 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=student-debt-recovery-policy.pdf&site=262>). The University might refuse to 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.



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- 10.7 If a sponsor has agreed to pay all or part of your Course fees, you will still be primarily liable for the payment of the Course fees. If your sponsor fails to pay part or all of your Course fees, you must pay any unpaid fees.
- 10.8 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>. Course fees are due for each full term of attendance, and if you attend only part of a term you may still be charged the full-term rate. Any refund of Course fees will be made in accordance with the Supplementary Documents and the University's refund policy <http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/refunds>. Applications for a refund 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)
- 11 Course changes**
- 11.1 The University will use all reasonable endeavours to deliver your Course as described in the Offer and Prospectus and ensure that any changes to your Course are kept to a minimum. However, circumstances may change and it may be necessary to make minor variations or material changes to your Course or, in exceptional circumstances, to cancel your Course.
- 11.2 The University may make minor variations to your Course, including (but not limited to) in response to student feedback, updating the syllabus (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).
- 11.3 The Prospectus provides an indication of optional modules and the University does not guarantee that optional modules will be available or that students will get their choices or preferred combinations. Whether optional modules run is also dependent upon how many students wish to take up that option. If a module is undersubscribed it may not run; if a module is over-subscribed then priority will be given to those students for whom the module is a core module and any remaining places will be fairly allocated. Optional modules are also subject to timetabling and may be grouped; if so you will choose a set number of optional modules from any particular group.
- 11.4 The University may need to make material changes to your course (such as a change to course title, the nature of the award or a significantly different course structure, mode of delivery or assessment). Changes may also be needed because of circumstances outside the reasonable control of the University, including (but not limited to) 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.
- 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 to you 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 an optional or mandatory period of study abroad and despite using reasonable endeavours, or due to matters beyond our control, it is not possible to secure this, the University will transfer you to a non-study abroad version of your Course, provided always that you are in good academic standing.
- 11.6 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.
- 11.7 If your Course includes a compulsory industry placement or practice learning arranged by the University as part of your Course, the University will use reasonable endeavours to put this in place. If it is not reasonably possible to arrange this (including but not limited to circumstances outside the University's control) the University will transfer you to non-placement version of your Course, or a reasonably suitable alternative course, provided always that you are in good academic standing.
- 11.8 You must satisfy any legal or other reasonable requirements of the placement provider including but not limited to vaccination against Covid-19. The University will not be liable for any failure to complete your Course if you have not satisfied any legal requirements of a placement provider, you fail to complete a placement or if you do not meet the standards required for satisfactory completion of a placement.
- 11.9 It is your responsibility to satisfy all academic requirements to take up a placement or period of study abroad; if you do not then your offer of a placement or period of study abroad may be withdrawn and you will be transferred to a non-placement/study abroad version of your course or reasonable suitable alternative.
- 11.10 Indicative optional electives and pathways as part of Sussex Choice are given in the Prospectus. These are kept under review and the electives and pathways which will be available in an academic year will be confirmed at the start of each academic year. Eligibility for electives and pathways depends on which Course you are taking; most single honours students will be eligible (but joint honours will not) but eligibility may vary from time to time. If you are eligible, you will be asked whether you would like to choose an optional elective and/or pathway from the selection available for that academic year once you have registered. For some courses, students will be required to choose electives to make up the credits in an academic year. The University cannot guarantee that all electives and pathways will run in each academic year.

- 11.11 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>

## **12 Course Cancellation**

- 12.1 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.
- 12.2 If the University cancels your Course prior to you registering at the University, we will notify you as soon as possible and we will use reasonable endeavours to provide a suitable replacement course. If you are unhappy with a replacement course provided, or if the University is unable to provide a suitable replacement course, you may cancel this Contract and withdraw your application without any liability for Course fees (even if the cancellation 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 (or none is available) 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) 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 (such as cancer). You should contact the Student Support Centre if you are experiencing problems 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

- 13.5 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.
- 13.6 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 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.
- 14.2 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.
- 14.3 The University owns the copyright of all course materials including, but not limited to, lecture notes, presentations, examinations, online materials, 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.

## **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](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 a Disabled Student Allowance (<https://www.gov.uk/disabled-students-allowances-dsas>).

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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 (<https://www.sussex.ac.uk/webteam/gateway/file.php?name=data-protection-policy.pdf&site=76>)

16.2 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>)

16.3 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.

#### 17 General

17.1 If these Terms and Conditions conflict or are inconsistent with the Supplementary Documents, the provisions of these Terms and Conditions shall prevail.

17.2 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.

17.3 A reference in these Terms and Conditions to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.

17.4 This Contract constitutes the entire agreement between you and the University, and supersedes all previous agreements between you and the University, whether written or oral.

17.5 The University is entitled to alter its codes, regulations and policies, or introduce new codes, regulations and policies, and decisions shall be taken by the University in line with the codes, regulations and policies which apply at that time.

17.6 With the exception of clause 10 (Fees) the terms of this Contract shall not be enforceable by any party who is not a party to it.

17.7 Parking at the University is restricted, and managed in line with parking policy. If you are disabled and need to park at the University, you should contact the Student Support Unit at [disabilitysupport@sussex.ac.uk](mailto:disabilitysupport@sussex.ac.uk) with details of your requirements.

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- 17.8 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of this Contract shall continue in full force and effect.
- 17.9 This Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England.
- 17.10 Nothing in this Contract shall limit the right of the University to take proceedings against you including for recovery of Course fees or other debts or enforcement of the terms of Clause 10 (Fees) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 17.11 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.

**18 Concerns and Complaints**

- 18.1 The University has complaints procedures in place which are designed to address any complaints quickly and fairly. If you have a complaint or concern about the University, you should use the relevant complaints procedure.
- 18.2 The **applicant complaints procedure for admissions** can be found here <https://www.sussex.ac.uk/study/undergraduate/apply/admission-policies/unsuccessful-applicants>
- 18.3 The **complaints procedure for current students:** can be found here: <http://www.sussex.ac.uk/ogs/complaintsappeals/students>.
- 18.4 Should you remain unsatisfied with the University's handling of your complaint you have the right to complain to the Office of the Independent Adjudicator. **You are entitled to seek independent legal advice at any point during the complaints procedure.**
- 18.5 If you have any other concerns, such as any personal reasons which mean you feel you may not be able to continue on your course, you are advised to contact the Student Support Centre, your School or course administrators at the earliest possible stage.