

# **Terms and Conditions for Online Distance Learning Postgraduate Students 2018/19**

## **1. Introduction**

1.1 These terms and conditions represent an agreement between you, a prospective student ('you'), and the University of Sussex ('University' or 'we' or 'us' or 'our'). These terms and conditions and any procedures or policies referred to in them - together with any offer letter from us comprising the offer ('offer') made by us to you for a place on your prospective or registered course of study at the University ('course(s)') – form the contract made between you and us ('contract').

1.2 In the event that the provisions of these terms and conditions conflict with or there is any inconsistency with the provisions of any other documents forming part of the contract, the provisions of these terms and conditions shall prevail.

1.3 By accepting the offer, you signify your consent to the incorporation of the terms in the contract and agree to be bound by its terms.

1.4 If you do not act in accordance with the contract, or if you do not meet our expectation that you will maintain a good standard of conduct in line with the University's regulations, we may take disciplinary action against you, under the regulations for student discipline which can be found at [www.sussex.ac.uk/ogs/govdocuments/regulations](http://www.sussex.ac.uk/ogs/govdocuments/regulations). One of the possible outcomes of such an action is that your contract with us may be terminated resulting in removal from your course.

## **2. Admissions and the contract**

2.1 The offer we make to you is subject to you satisfying the academic and other requirements for admission prescribed by the University's relevant school of studies in the offer. The offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions in the offer you need to fulfil in order to be admitted to the course. If you have not fulfilled the conditions of your offer before the start of the course, we reserve the right to withdraw the offer.

2.2 We may withdraw or amend any offer or revoke your subsequent registration as a student of the University, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.

2.3 Your admission to the University is subject to you complying with the terms of the contract. At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the termination of your offer, the revocation of your registration as a student of the University and/or the termination of the contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate.

2.4 As the contract between you and us is made exclusively by means of distance communication, you may cancel the contract by informing us within fourteen (14) days of you accepting the offer ('the cancellation period'). In order to cancel the contract within the cancellation period, you should give us written notice of your cancellation by contacting us at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk) (you may complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation/postgraduate-taught> to

give this notice). If any payment has been made under the contract prior to you cancelling the contract during the cancellation period pursuant to this paragraph (including the payment of any deposit), we will provide you with a full refund within 14 days of you cancelling the contract.

2.5 There is no requirement for students studying courses offered by the university by means of online distance learning to visit our campus. It is therefore your responsibility to ensure you have the appropriate immigration status to enter the UK, should you so wish. The University's International Student Support Office can offer advice regarding visas.

2.6 We shall deliver your course with reasonable care and skill and in accordance with the description applied to it in your offer and we shall explain the academic requirements for the course to you.

2.7 You agree to fulfil all the academic requirements of your course in accordance with the terms of the contract including, without limitation, submission of course work and other assignments, and engagement with online lectures, seminars, and any other such teaching or research forums provided by us. Postgraduate Taught students agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook <http://www.sussex.ac.uk/adge/standards/examsandassessment>

### **3. Fees and other costs**

3.1 Your fees will be set out in your offer. Fees are paid on a modular basis. If you accept an offer, you agree to pay all fees (as and when they fall due).

3.2 If you fail to pay your fees as and when they fall due the University's policy is to take firm, fair and timely steps to recover all monies due. In the event that a third-party sponsor has agreed to pay all or part of your fees, you will still remain primarily liable for the payment of the fees.

3.3 When you enrol on a module, you will be required to pay a module fee for the taking of such module. 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**").

3.4 You must have enrolled on a module and have paid your module fee at least 5 days prior to the commencement of the relevant module. Module fees are due at least 5 days prior to the commencement of each module. Your registration on a module may be withdrawn if you have not paid the module fees 5 days before the commencement of the relevant module.

3.5 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 your cancellation by contacting us at [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk) (you may complete the cancellation form set out at <https://www.sussex.ac.uk/study/terms-and-conditions/cancellation/postgraduate-taught> to give this notice). If any payment has been made under the Module Contract prior to you cancelling the Module Contract during the Module Contract Cancellation Period pursuant to this paragraph, we will provide you with a full refund within 14 days of you cancelling the Module Contract.

3.6 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. Refunds after the opt-out deadline will be considered on a case-by-case basis in accordance with our Financial Refund or Rebate Policy [www.sussex.ac.uk/termsandconditions/financepolicies](http://www.sussex.ac.uk/termsandconditions/financepolicies).

3.7 Any application for a refund after the expiry of the Module Contract Cancellation Period shall be made by email to [studentsuccess@sussex.ac.uk](mailto:studentsuccess@sussex.ac.uk).

#### **4. Course fee variations**

4.1 Module fees will not increase for two years from your initial course start date. However, your module fees may be subject to change in accordance with this paragraph 4.

4.2 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 4.2.

4.3 The two year period during which your module fees will not increase in accordance with 4.1 will be explained in your offer letter.

## **5. Withdrawal or variation of courses and modules**

5.1 During the period between you accepting an offer and enrolment, where there is no material detriment to you, we reserve the right to vary minor elements of your course from that described in your offer, in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. Circumstances may also change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the course or services described in your offer. We will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to your course (as described in the offer letter) before you commence study at the University, we shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the contract and withdraw your application for the course without any liability to us for fees (even if the cancellation period has expired) or transfer to such other course (if any) as may be offered by us for which you are qualified.

5.2 We will use all reasonable endeavours to deliver all courses as described in your offer. However, if there are not sufficient applicants to make a course or module viable, we may cancel the course or module. If you have received an offer for any course described in your offer, but we discontinue the course prior to you commencing study at the University, we will notify you as soon as possible and we will use reasonable endeavours to provide a suitable replacement course for which you are qualified. If you are unhappy with the replacement course provided by us or if we are unable to provide a suitable replacement course, you may cancel the contract and withdraw your application without any liability for fees (even if the cancellation period has expired).

5.3 Once you have registered as a student of the University we will use all reasonable endeavours to deliver your course as per the terms of the contract, but:

5.3.1 If we are forced to discontinue your course because of matters beyond our control, we will inform you as soon as is reasonably possible and will use all reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement course provided by us or if we are unable to provide a suitable replacement course, you may cancel the contract and withdraw from the course without incurring any further liability for fees and you shall be entitled to a refund of all fees paid to date.

5.3.2 In circumstances where there is no material detriment to you, we reserve the right to vary minor elements of your course from that described in your offer, in order to improve the quality of educational services, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be recorded in the updated course information on our website.

5.3.3 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. If you are unhappy with the material change(s) to your course, you may cancel the contract and withdraw from the course without incurring any further liability for fees and you shall be entitled to a refund of all fees paid to date.

## 6. Services and Facilities

6.1 You will be expected to provide the necessary equipment and services (including internet connection) to undertake your course of study online. All such equipment and services will be provided at your cost.

6.2 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 or European Union, we will not issue you a CAS to study on a Tier 4 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>

6.3 We cannot accept responsibility, and expressly exclude liability for 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 computer virus or any cause related to our computer facilities, except where such loss or damage is caused by our negligence.

6.4 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University.

6.5 You shall own any intellectual property you generate and provide to us during your course, however by entering into this contract you grant us an irrevocable non-exclusive licence to use your intellectual property without charge solely for the purpose of publishing your doctoral thesis in the institutional repository.

6.6 We shall not be liable to you for any failure to perform any obligations placed on us under the contract if such failure arises from circumstances beyond our reasonable control. If we seek to rely on this provision, we shall take reasonable steps to ensure that the consequences of any failure to act in accordance with the contract are kept to a minimum.

## 7. Policies and procedures

7.1 If you have a complaint about an admissions decision or an aspect of the taught student admissions process, please follow our complaints procedure at [www.sussex.ac.uk/termsandconditions/pgapplicantfeedback](http://www.sussex.ac.uk/termsandconditions/pgapplicantfeedback). Once you have registered as a student of the University, if you have a complaint about us, please follow our complaints procedure at [www.sussex.ac.uk/termsandconditions/complaintsappeals](http://www.sussex.ac.uk/termsandconditions/complaintsappeals). If, having followed the complaints procedure to completion, you remain dissatisfied, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

7.2 If you enter into the contract with us, we will process your personal data in accordance with current UK Data Protection law and our policy on data protection (as amended from time to time). We have a 'Code of Practice on Handling Personal Information' and our general principle is that student data should be shared amongst staff only for the purposes of carrying out their normal duties. We may share your data with third parties, which we will do in accordance with our policy on data protection. For more guidance on data-protection policy relating to students, visit <http://www.sussex.ac.uk/about/website/privacy-and-cookies/privacy>

7.3 Once you are registered as a student of the University, we are required to collect and provide information to certain external agencies including the Higher Education Statistics

Agency (or any replacement body from time to time), whose data protection notice can be found at [www.hesa.ac.uk/dataprot](http://www.hesa.ac.uk/dataprot). 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.

## **8. General**

8.1 The contract constitutes the entire agreement between you and the University and supersedes all previous agreements between you and the University, whether written or oral.

8.2 No failure or delay by us or you to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

8.3 The terms of the contract shall not be enforceable by any party who is not a party to it.

8.4 The contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.