

**Terms and Conditions for Po-2(m)-2(P)-3.7(f)2(or)-g-4(o-C)]TJdua(P)-3f 0ufoatalpladive**

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

**1.4 If you do not act in accordance with the contract, or if you do not maintain a good standard of conduct in line with the University's regulations, we may take disciplinary action against you, under the regulations for students which can be found at [www.sussex.ac.uk/termsandconditions/regulations](http://www.sussex.ac.uk/termsandconditions/regulations).**

**1.5 For the avoidance of confusion, we consider Postgraduate students to be:**

**1.5.2 Postgraduate Research (PGR) students, such as MPhil or PhD students, who undertake original research projects overseen by a supervisory team, leading to submission of a thesis and an oral examination.**

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.

2.3 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 in writing 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 (for taught courses [pg.applicants@sussex.ac.uk](mailto:pg.applicants@sussex.ac.uk); for research courses [researchstudentoffice@sussex.ac.uk](mailto:researchstudentoffice@sussex.ac.uk)) and you may complete the cancellation form set out at [www.sussex.ac.uk/termsandconditions/cancellation](http://www.sussex.ac.uk/termsandconditions/cancellation) to give this notice. If any payment has been made under the contract prior to the date of cancellation pursuant to this paragraph (including the payment of any deposit), we will provide you with a full refund in accordance with our Financial Refund or Rebate Policy [www.sussex.ac.uk/termsandconditions/financepolicies](http://www.sussex.ac.uk/termsandconditions/financepolicies).

2.5 If you are a student from outside the European Union applying to study at the University you will need to demonstrate, at the point of registration, that you have a valid immigration status to undertake the proposed studies. If you fail to demonstrate that you have a valid immigration status we reserve the right to prevent you from registering on your course (without liability to you). You are responsible for ensuring that you comply with the terms of your student visa whilst studying at the University. We are required to withdraw sponsorship of your Tier 4 visa if you do not comply with the terms of your visa and/or the Home Office rules, including but not limited to: (i) failure to meet the minimum attendance requirements; (ii) your registration has been terminated, or you withdraw or commence an interruption of studies; (iii) you successfully complete your course in a shorter period than originally planned; (iv) failure to

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[www.sussex.ac.uk/termsandconditions/schools](http://www.sussex.ac.uk/termsandconditions/schools)

prejudicially affect you, you may either cancel the contract and withdraw your application for the course without any liability to us for course 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 described in the prospectus. However, if there are not sufficient applicants to make a course viable, we may cancel the course. If you have received an offer for any course described in the prospectus, but we discontinue the course prior to you registering at the University, we will notify you as soon as possible and we will use reasonable endeavours to provide a suitable replacement course 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 course 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 course fees and you shall be entitled to a refund of all course 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 the prospectus, 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.

campus or occupying University-managed accommodation, 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 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.

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 Parking on campus is restricted. Students are only permitted to park on campus if they do not live on campus, unless they have a disabled permit in which case they are permitted to park on campus without charge. Car parking charges apply to all other students who have obtained a permit to park on campus.

6.6 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.

6.7 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

## **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.