

**The University of Sussex
Postgraduate Terms and Conditions
Academic Year 2020/2021**

Terms and Conditions means this document

University means the University of Sussex

- 1.2 In the event that the provisions of these Terms and Conditions conflict with or there is any inconsistency with the Relevant Documents, the provisions of these Terms and Conditions shall prevail.
- 1.3 The headings in these Terms and Conditions are for ease of reference only; they do not affect its construction or interpretation.
- 1.4 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.

2 The Contract

- 2.1 By accepting Your Offer, You agree to be bound by the terms of this Contract from the date You accept Your Offer and for the duration of your registration at the University.
- 2.2 Nothing within this Contract shall be construed as annulling or amending the University's Instrument and Articles of Government.
- 2.3 This Contract takes effect from either the first day of the academic year or Your acceptance of any Offer made by the University, whichever is earlier.
- 2.4 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 that will apply for Your year of entry. The new set of terms and conditions will be provided to You before you take up Your deferred place at the University and will apply until You graduate or otherwise stop being a postgraduate student at the University. If You choose to defer Your entry, Your tuition fees may be more than is stated in Your Offer. Please also note that Your Course and/or its modules may change for Your chosen year of entry and the Prospectus for Your academic year of entry will form part of this Contract

3 Right of cancellation

- 3.1 As this Contract between You and the University is made exclusively by means of distance communication, You may cancel this Contract by informing the University in writing within fourteen (14) days of You accepting the Offer ('the cancellation period').
- 3.2 In order to cancel this Contract within the cancellation period, You should give us written notice of Your cancellation by contacting the University (for PGT students please email pg.applicants@sussex.ac.uk; for PGR students please

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but not limited to: the mandatory passing of modules, submission of Course work and other assignments, attendance at examinations and engagement with all methods of teaching and study, including satisfactory attendance at lectures, seminars, supervisory meetings and any other such teaching or research forums provided by the University or any third parties nominated by the University. If You do not pass modules as required by Your Course, the University will require You to 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 our regulations.

- 5.4 You agree to uphold the University's standards of academic integrity.
- 5.5 If You are a PGT student, You agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook www.sussex.ac.uk/termsandconditions/academicmisconduct.
- 5.6 If You are a PGR student, You agree to comply with the Code of Practice for Research www.sussex.ac.uk/termsandconditions/researchpolicy.
- 5.7 You will pay all Course fees as and when they fall due, in accordance with Your Offer letter and the payment terms agreed by You and the University.

6 International Students

- 6.1 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 the proposed studies. If required, You will be responsible for obtaining a visa. The University will issue you with a Confirmation for Acceptance of Studies

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- 6.5.2 Your registration has been terminated, or You withdraw or commence an interruption of studies;
 - 6.5.3 You successfully complete Your Course in a shorter period than originally planned;
 - 6.5.4 failure to enrol or re-enrol at the University; and
 - 6.5.5 failure to provide evidence that You have valid leave to remain in the UK.
- 6.5 If Your visa is revoked for any reason, the University will remove You from Your Course.
- 6.6 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 Provision of Information and qualifications

- 7.1 The Offer the University makes is subject to You satisfying the academic and other requirements for admission. If the Offer is conditional, the University 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

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- 8.2 You must immediately disclose to the University any “relevant” unspent criminal convictions which are:
- 8.2.1 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;
 - 8.2.2 offences listed in the Sex Offences Act 2003;
 - 8.2.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - 8.2.4 offences involving firearms;
 - 8.2.5 offences involving arson;
 - 8.2.6 offences listed in the Terrorism Act 2006; and
 - 8.2.7 any convictions from another jurisdiction which are equivalent to those at clauses 8.2.1 to 8.2.6
- 8.3 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.
- 8.4 Prior to and no later than the point when you register as a student the
- 8.5 University will require You to disclose any “relevant” unspent criminal convictions (as set out at clause 8.2)
- 8.6 If you are convicted of an offence whilst you are studying at the University You must disclose any unspent criminal convictions.
- 8.7 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 take up Your Offer at the University.
- 8.8 If You have already registered as a student at the University, 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.
- 8.9 Failure to disclose an unspent criminal conviction may result in Your Offer being withdrawn. If You have already registered at the University disciplinary action will be taken and Your Contract with the University may be terminated, resulting in removal from Your Course.

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- 8.10 Further information on the University's policy and procedures relating to criminal convictions can be found at www.sussex.ac.uk/criminal-convictions. Processing of your personal data will be carried out in accordance with our data protection policy.

9 Fees

- 9.1 Your Course fees for Your first year of studies will be set out in Your Offer. However, Your Course fees may be subject to change in accordance with this Clause 9. Further information on fees can be found at www.sussex.ac.uk/termsandconditions/fees.
- 9.2 There may be other related costs and expenses for some courses, such as materials for projects and options to participate in field trips and visits. Please see, <http://www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees>

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of the award, or in relation to a material aspect of the curriculum). In such circumstances we will consult with You and notify You of the changes as soon as possible.

10.3.2 The University may be forced to discontinue Your Course, for example possible reasons for cancelling Your course could include loss of professional accreditation for the Course, loss of teaching staff, insufficient students are registered on the Course (this list is non-exhaustive). In such a case the University 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.

10.3.3 The University reserves the right to make variations to Your Course in order to improve the Course for You, including the quality of educational services,

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You may cancel this Contract and withdraw from the course.

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- 12.1 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 Your intellectual property without charge solely for the purpose of publishing Your doctoral thesis in the institutional repository.

13 Your Data

- 13.1 The University will process Your personal data in accordance with UK data protection legislation and our data protection policies contained in the Relevant Documents. We may share Your data with third parties, which we will do in accordance with our policy on data protection and privacy no2 (t)-7354T3

