1 Interpretation

1.1 In these Terms and Conditions the following expressions have the meaning below:

Clause	means a clause in these Terms and Conditions
Contract	means the Terms and Conditions, Relevant Documents, Offer, and Prospectus
Course	means Your prospective or registered course of study at the University
Home PGR Students or Home PGT Students	A Student from the UK, European Union, Channel Islands and Isle of Man as outlined here: <u>https://www.sussex.ac.uk/study/fees-funding/tuition-</u> fees/fee-

Termsandmeans this documentConditions

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 the 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 The 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 with us (e.g. You join us one year later), then the Contract in place for that year will apply to You.

3 Right of cancellation

3.1 As the Contract between You and the University is made exclusively by means of distance communication, You may cancel the Contract by informing the University 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 the University (for PGT students <u>pg.applicants@sussex.ac.uk</u>; for PGR students researchstudentoffice@sussex.ac.uk) and You may complete the cancellation https://www.sussex.ac.uk/study/terms-andform set out at conditions/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 Financial accordance with our Refund in or Rebate Policv www.sussex.ac.uk/termsandconditions/financepolicies.

4 University Obligations

- 4.1 The University will use all reasonable endeavours to deliver Your Course with reasonable care and skill and in accordance with the description applied to it in the Prospectus, and the University shall explain the academic requirements for the Course to You. If there is a change to Your Course, Clause 9 of these Terms and Conditions will apply.
- 4.2 The University shall provide You with access to the necessary equipment and facilities in order for You to undertake Your Course.

5 Student Obligations

5.1 You will

- 5.4 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 <u>www.sussex.ac.uk/termsandconditions/academicmisconduct</u>.
- 5.5 If You are a PGR student, You agree to comply with the Code of Practice for Research <u>www.sussex.ac.uk/termsandconditions/researchpolicy</u>.
- 5.6 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 You fail to demonstrate that You have a valid immigration status the University reserves the right to prevent You from registering on Your Course (without liability to You).
- 6.2 If You are a student from outside the European Union You are responsible for ensuring that You comply with the terms of Your student visa whilst studying at the University and in accordance with the University's responsibilities as a Tier 4 Sponsor.
- 6.3 If You have a Tier 4 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 in accordance with the Tier 4 Sponsor Guidance.
- 6.4 The University is 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:
- 6.4.1 failure to meet the minimum attendance requirements;
- 6.4.2 Your registration has been terminated, or You withdraw or commence an interruption of studies;
- 6.4.3 You successfully complete Your Course in a shorter period than originally planned;
- 6.4.4 failure to enrol or re-enrol at the University; and
- 6.4.5 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 wiδ

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course is undersubscribed it may not run. If the course is over-subscribed then priority will be given to those students for whom the module is a core module, any remaining places will be allocated on priority of who applied first.

- 9.5 If:
- 9.5.1 You are unhappy with the material change(s) to Your course, in Clause 9.3.1; or
- 9.5.2 You are unhappy with the replacement course, or if the University is unable to provide a suitable replacement course under Clause 9.3.2; or
- 9.5.3 You are unhappy with the replacement course provided by us under Clause 9.3.4 (This sub-clause does not apply to courses where work placements are mandatory for the award);

You may cancel the contract and withdraw from the course.

- 9.6 If this Contract is cancelled by You in line with Clauses 9.5.1 or 9.5.2:
- 9.6.1 You will not incur any further liability for course fees;
- 9.6.2 You will also be entitled to a refund of all course fees paid to date; and
- 9.6.3 the University will pay any reasonable accommodation and living expenses You have incurred for the academic year the Contract is cancelled.
- 9.7 If this Contract is cancelled by You in line with Clause 9.5.3:
- 9.7.1 You will not incur any further liability for Course fees; and
- 9.7.2 the University will pay any reasonable accommodation and living expenses You have incurred for the academic year the Contract is cancelled.
- 9.8 If You choose to cancel the Contract in accordance with paragraph 9.2.3, or 9.5, the University will use reasonable endeavours to assist You in finding an alternative comparable course with another Higher Education provider in the UK.

10 Limitation of

10.3 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.

- 13.3 Parking at the University is restricted, and managed in line with parking policy.
- 13.4 If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of the Contract shall continue in full force and effect.
- 13.5 The Contract and any dispute or claim arising out of or in connection with it