

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. <https://www.sussex.ac.uk/ogs/govdocuments/regulation>

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

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 (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

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.

Agency (or any replacement body from time to time), whose data protection notice can be found at 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.

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