

The University of Sussex
Online Distance Learning Terms and Conditions
Version: February 2023

Summary

These Terms and Conditions accompany, and should be read in conjunction with, the Online Distance Learning Terms and Conditions (the "Terms and Conditions") which are available at [www.sussex.ac.uk/online-distance-learning/terms-and-conditions](#).

- 12.14 If a sponsor has agreed to pay all or part of your Course fees, you will still be primarily liable for the payment of the Course fees. If your sponsor fails to pay part or all of your Course
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and you do not want to continue on your Course then the University will try to transfer you to a suitable alternative course of study. If you are dissatisfied with the alternative course of study proposed and consider that the material changes to your course have prejudicially affected you, you will be entitled to withdraw from your course without any further liability for course fees. The University may also refund to you any course fees which you have paid up to withdrawal if it considers that the material changes adversely affect you.

- 13.8 The University will act in accordance with its student protection plan which outlines risks to Courses delivered by the University, and measures in place to mitigate those risks.

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.

15.4 Neither you, nor the University, will be liable for failure to perform any obligations under this Contract if the failure arises from circumstances that are beyond that party's reasonable control. In the case of the University, circumstances beyond its reasonable control include (but are not limited to) acts of, or implementation of action required by, local government, the UK government or a regulatory body; closure of part or all of the University for health and safety reasons; power failure; acts of terrorism; industrial action or other similar action by University staff. In the case of a student, circumstances beyond reasonable control may include (but are not limited to) bereavement or significant diagnosed ill health. You should contact the Student Support Centre if you are experiencing problems in your studies and engage with the University, accessing support and taking such steps as are reasonable in the circumstances to minimise any adverse effects and enable you to continue with your studies. Nothing in this clause limits your liability to pay your Course fees.

15.5 The University will take reasonable steps to ensure that, so far as possible in the circumstances, the consequences of a failure to act in accordance with this Contract as a result of circumstances beyond the University's control are kept to a minimum. Actions which the University may take to minimise any adverse effects include, but are not limited to, alternative forms of teaching delivery and/or location, alternative forms of assessment, substitutions for teaching staff or modifications to the Course content.

15.6 To the fullest extent permitted under the laws of England and Wales, the University excludes liability for any losses suffered by you as a result of circumstances beyond the University's reasonable control. Subject to clause 15.1 and any restrictions in statute or at common law, the aggregate liability of the University (however arising including (but not limited to) contract and negligence) shall not exceed the total of the Fees paid and due to be paid by you in relation to your Course.

16 Intellectual Property

16.1 You shall own[sh]2.4 (a)1.5.001 Tw 0.186 0 Td[o]n-2.9 (n)-0.6 (c)J0 Tc 0 Tw 3.4 (3i6.1 (i)-1.5 c1 Tw 0.186 0 T

- 16.4 If you cancel a Module Contract, you must not access or use any course materials that you have already downloaded and you must return any such materials to the University within 24 hours of cancellation and delete any copies which you have made.

17 Disabilities

- 17.1 If you have additional support needs due to a disability, including an autism spectrum condition, dyspraxia, dyslexia or specific learning difficulties, mental health conditions or physical health conditions, you are encouraged to let the University know at the earliest opportunity. The University will seek to support you whenever possible and adjustments can be put in place if appropriate. To ensure that you can receive support, please contact the Student Support Unit at disabilitysupport@sussex.ac.uk prior to accepting your Offer for confidential advice and information on what support is available. You may also be eligible for Disabled Student (<https://www.gov.uk/disabled-students-allowances-dsas>).

- 17.2 Whilst students are not under
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