

_____ and clause 6 for further information

You must complete your Course within the Period of Registration. You are responsible for managing the study of the Modules on your Course to ensure that you study and complete all the Modules necessary to complete the Course within the Period of Registration.

The University will use **all reasonable endeavours to deliver your course as described in the prospectus and to provide services at the University.** Whilst the University will seek to keep course changes to a minimum these may sometimes be necessary, for example if there are unanticipated staff changes or updates to the syllabus. Exceptionally, we might need to cancel a course, for example if there are insufficient students registered to deliver education of sufficient quality for those who have enrolled. Please see clause 11 for further details about course changes.

Fees are paid on a modular basis and your Offer will set out payment details. You must pay the Module Fee

[Policy](#) in force at the date of withdrawal.

- 4.4 The **University has rights to cancel** this Contract and withdraw you from your Course as set out in this Contract, including but not limited to a failure to pay Course fees or not satisfying the academic requirements for progression.

5 University Obligations

- 5.1 The University will use all reasonable endeavours to deliver your Course and the services at the University with reasonable care and skill and in accordance with the description in the Prospectus. If there is a change to your Course, Clause 11 of these Terms and Conditions will apply.
- 5.2 The University shall provide you with access to equipment and/or facilities that are necessary for you to undertake your Course but you are required to provide personal items that you need to study at the University, including a desktop PC or laptop and study materials.
- 5.3 The University shall explain the academic requirements for your Course to you, which you will need to satisfy in order to progress.

6 Academic and Conduct Obligations

- 6.1 The University may refuse to offer a place on a Course if it reasonably considers that an applicant will not meet the University's academic and/or conduct standards.

- 6.2 If, prior to the start of your Course, you are found to be in breach of the University's academic and/or conduct standards, the University may refuse to offer you a place on the Course or may withdraw you from the Course.

University may review whether your scholarship shall be withdrawn or if conditions shall be applied to your scholarship.

- 6.4 You must meet the ongoing **academic requirements** of your Course, including but not limited to: the mandatory passing of Modules, submission of course work and other assignments, completion of examinations and participation in online lectures, seminars, webinars, supervisory meetings and any other such online teaching or research forums provided by the University. If you do not pass Modules as required by Your Course, the University will require you to re-sit assignments or repeat a module of study in accordance with the University's Examination and Assessment Regulations (charges will apply).
- 6.5 **If, following re-sits or repeats you have not progressed sufficiently to remain on your Course, the University will withdraw you from your Course** in accordance with the University's regulations and you will not be entitled to any refund of fees. You will be given a transcript of your credits, and, if applicable, any intermediate awards received.
- 6.6 You agree to uphold the University's standards of academic integrity and agree to comply with the policy on Academic Misconduct as published in the Examination and Assessment Regulations Handbook www.sussex.ac.uk/termsandconditions/academicmisconduct. Personation – which includes purchasing essays and assessments from essay mills – will usually be considered to be a major misconduct.
- 6.7 Any concerns about fitness to study will be dealt with in line with the University's [fitness to study policy](#). If you are temporarily withdrawn on health grounds, you must satisfy the Fitness to Study Panel that your health has improved sufficiently to restart your study at the University. Professionally regulated courses also have required conditions and standards. A failure to adhere to these may call into question a student's fitness to practise and result in a fitness to practise investigation, the outcome of which could include the imposition of conditions, suspension or expulsion from the University.
- 6.8 If at any point you withdraw from your studies, the University has the right to refuse re-admittance, including if it reasonably considers that your conduct is likely to fall below the standards expected by the University as set out in the Supplementary Documents or you are unlikely to satisfy the academic requirements of your Course. Conduct which is likely to be unacceptable includes, but is not limited to: causing distress, potential distress or harm

to take any resits within a reasonable period, then the University may assess your suitably

or conditions being imposed to allow you to study at the University.

- 11.5 Failure to disclose an unspent criminal conviction may result in your Offer being withdrawn. If you have already registered at the University disciplinary action may be taken and your Contract with the University could be terminated, resulting in removal from your Course. **It is therefore important that, if you have a relevant unspent conviction, that you disclose this immediately by emailing cconreg@sussex.ac.uk and complete the self declaration form which we shall send you as soon as possible to minimise any potential disruption to your studies**
- 11.6 If you are convicted of a “relevant” **offence whilst you are studying** at the University you must inform the University cconreg@sussex.ac.uk and disclose any “relevant” unspent criminal convictions. The Criminal Convictions Panel will evaluate whether it is appropriate for you to continue to be part of the University. The University may terminate this Contract and withdraw you from the University or impose conditions to allow you to continue your studies.
- 11.7 **Failure to disclose** a “relevant” unspent criminal conviction may result in your Offer being withdrawn. If you have already registered at the University disciplinary action may be taken and your Contract with the University could be terminated, resulting in removal from your Course.
- 11.8 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.

12 Fees, Taxation and payments

- 12.1 Your fees and the payment terms will be set out in your Offer. Fees are due on a modular basis. You will pay all fees for each Module in accordance with your Offer and the payment terms by the dates given to you and in accordance with the **methods of payment** communicated to you in writing by the University. There may be other related costs and expenses for some modules, such as specific software. The University’s policy on additional costs can be found at www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuition_fees
- 12.2 When you want to enrol on a Module, you will be required to pay a fee for taking that Module (“Module Fee”). Your enrolment on a Module creates a new and distinct contract between us (“Module Contract”).
- 12.3 You must be enrolled on a Module and have paid the Module Fee prior to the commencement of the teaching of the Module in line with the terms of your Offer and any payment policies in place at the University. We may withdraw your registration on a Module if you have not paid the Module Fee not less than 10 working days before the commencement of the relevant Module.
- 12.4 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 (i) within 14 days of payment on a Module; and (ii) before you have accessed, used and/or downloaded any course materials; and (iii) prior to teaching commencing on 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 cancellation by contacting us at

studentsuccess@sussex.ac.uk stating your name, student/applicant number, Course and reason for cancellation. We will provide you with a full refund of Module Fees paid within 14 days of you cancelling the Module Contract.

- 12.5 You must not access, use or download any course materials unless you are certain that you wish to complete the Module. You will waive any cancellation rights that you have should you download, use or access course materials and later seek to cancel the Module Contract. The University reserves the right to charge a Module Fee in full if you cancel a Module Contract after accessing, using or downloading any course materials.
- 12.6 Should you enrol on a Module in error, or you are unable to get access to a Module, you must notify us as soon as possible. We will not be under any obligation to refund you for modules which you enrol on in error if you do not notify us within the Module Contract Cancellation Period.
- 12.7 After the Module Contract Cancellation Period, you may request a refund of a Module Fee due to exceptional or mitigating circumstances if supported by evidence, for example medical advice in the form of a doctor's note. You must email any application for a refund after the expiry of the Module Contract Cancellation Period to studentsuccess@sussex.ac.uk and each application will be considered on a case-by-case basis. Any refunds made will be issued in accordance with the University's Financial Refund or Rebate Policy in force at the time <https://student.sussex.ac.uk/money/fees/refunds>
- 12.8 **It is your responsibility to ensure that you complete all the Modules for your Course within the Period of Registration and you will not be entitled to any refunds of fees if you fail to do so.**
- 12.9 If you do not successfully pass a Module after a resit, but are not withdrawn from your Course and are permitted to repeat a Module, you will need to pay a further Module fee for the repeated Module.
- 12.10 Module fees will not increase for two years from your initial Course start date, which will be outlined in your Offer.
- 12.11 After two years from your initial Course start date, Module fees will be subject to an increase of 2.5% in each subsequent year to take account of our increased costs of providing educational services to you and ensure that we are continually improving the educational services we provide to you. These fees will not be subject to any other variation other than those described in paragraph 12.9.
- 12.12 If you change course, then the fees may be different and you should check the fees for that course-before changing course.
- 12.13 There may be additional costs and expenses for some courses, such as materials for projects. The University's policy on additional costs can be found at www.sussex.ac.uk/finance/services/feesandincome/studentaccounts/tuitionfees
- 12.14 You are liable for any personal taxation on the Module Fees that you may incur pursuant to this Agreement. If you are an international student studying outside of the UK, a digital sales tax may be levied by your home country on the Module Fees. If the University is

charged in connection with this Agreement and the provision of services to you, including

- 14.5 We will consider paying compensation for any reasonable evidenced expenses you incur as a result of the course cancellation

15 Limitation of Liability

- 15.1 Nothing in this agreement will limit the University's liability for:

15.1.1 death or personal injury caused through the University's negligence; or

15.1.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

- 15.2 The University will not be liable for any injury sustained which was caused by another student or by any person who is not an employee or authorised agent of the University.

- 15.3 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.

- 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 cas tu3 (r)1.5 (a)-97 0 (-0.7 (o)-2.8 (e)d3.3 (s)-4t)-6 (i)7.6 (o

The University of Sussex
Online Distance Learning Terms and Conditions
Version: Autumn 2024

20.2 The admissions complaints procedure is at:-
<https://www.sussex.ac.uk/study/masters/apply/admissions-policies/feedback-appeals-complaints> . If
you have a complaint after registration as a student please follow our complaints procedure:-
<https://student.sussex.ac.uk/complaints/university/procedure>

20.3 Should you remain unsatisfied with the University's handling of your complaint you have
the right to complain to the Office of the Independent Adjudicator. **You are entitled to
seek independent legal advice at any point during the complaints procedure.**

20.4 If you have any other concerns, such as any personal reasons which mean you feel you may
not be able to continue on your Course you are advised to contact the Student Success
team in the first instance who will be able to advise you on support.