

# Conditions of Registration (Collaborative Provision) 2024/25

### **Contents**

Alternat	tive format of these Conditions of Registration	3
Introdu	ction	3
Scope.		4
Related	l documentation	5
Section	A: Your agreement to register as a Student	6
A1.	The terms of the agreement	6
A2.	Requirement to disclose criminal convictions, legal restrictions, and conditions	8
A3.	Complying with statutory responsibilities	8
A4.	Registration	10
A5.	Residence requirements	11
A6.	Personal information	12
A7.	Our right to make changes	14
A8.	Complaints and appeals	20
Section	B: Your fees	21
B1.	Your agreement to pay tuition fees and other charges	21
B2.	Your liability for fees	22
В3.	How we calculate your fees	23
B4.	Failure to pay your fees and charges	24
B5.	Consequences of not paying your fees or additional charges	25
Section	C: Your qualification	26

Version number: 1.0	Approved by: Delegate of Director, Academic Services
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Secti	on D: Your learning	28
D1	1. Registering and enrolling on a module or qualification	28
D2	2. Tutorials and face-to-face support	30
D3	3. The Residential School component	31
D4	4. Telling The Open University about a disability, long term health condition or r	mental
	health condition	32
Section	on E: Cancelling or Withdrawing your Registration	33
E1	How to Cancel or Withdraw your registration	33
E2	2. The Open University's right to cancel your registration or enrolment	35
E3	Cancelling your registration when vocational and professional requirements a     met	
Section	on F: Computing	38
F1	Your Open University computing account	38
F2	2. Keeping your account secure	39
F3	3. Sharing information in online activities	39
F4	I. The Computing Policy and Social Media Policy	39
F5	5. Computing and Social Media at the Partner Institution	39
Section	on G: How we will communicate with you	40
G′	1. By email	40
G2	2. Through StudentHome	40
G	3. Through Open University websites	41
G4	4. Students living in Wales	41
G	5. By phone	41
Secti	on H: Using Library facilities	41
Secti	on I: Indemnity insurance	42
Secti	on J: Affiliation with Third-Party Organisations	42
Secti	on K: Disclosing criminal convictions, legal restrictions, and conditions	43
Gloss	sary	46
Furth	er clarification	50

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## Alternative format of these Conditions of Registration

If you require this document in an alternative format, please contact The Open University Student Support Team via <a href="http://www.open.ac.uk/contact/">http://www.open.ac.uk/contact/</a> (phone +44 (0)300 303 5303), or via HelpCentre if you are a current Open University Student.

### Introduction

These Conditions of Registration (Collaborative Provision) and the Registration Agreement set out the terms of the agreement between you and The Open University to study an Open University undergraduate qualification delivered under a <u>Collaborative Provision Arrangement</u> between The Open University and a <u>Partner Institution</u>.

Studying under a Collaborative Provision Arrangement means you will follow a programme of study made up of Open University modules carefully selected by The Open University and Partner Institution. You will study this programme using a combination of The Open University's flexible distance learning model, along with some face-to-face support at the Partner Institution. Details of the modules that make up your programme of study, and the face-to-face support that you will receive from the Partner Institution, are set out in the programme information on the Partner Institution's website. Successful completion of the programme of study will lead to the award of an Open University undergraduate qualification.

As you are registering on a programme of study that will lead to the award of an Open University qualification, you will be a Student of The Open University and are therefore required to read and agree to these Conditions of Registration. The Conditions set out the respective responsibilities of you the Student, The Open University and the Partner Institution.

The Conditions of Registration and the Registration Agreement refer to relevant Open University policies, procedures, regulations, and Codes of Practice, which are listed in the Related Documentation section below. Together, these documents explain your rights and obligations as a Student of The Open University.

It is important that you understand the commitment you are making, so please read the Conditions and all other documents carefully. Please also check your Registration Agreement before you submit it to make sure all details are correct. A <u>Glossary</u> is included to explain any terms that may be unfamiliar to you.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

If there is anything in the Open University Conditions, the Open University Registration Agreement, or any of the Open University documents referred to that you do not understand or wish to discuss, please <u>contact The Open University</u> before you complete your registration.

These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes.

In addition to the Open University Conditions of Registration, you will be required to enter into a separate Agreement with the Partner Institution. The Agreement will detail the face-to-face support the Partner Institution will provide to you, and the services, facilities, and support at the Partner Institution you will have access to. The Agreement with the Partner Institution will detail any relevant policies and procedures of the Partner Institution that you must read, understand, and agree to comply with when you attend its premises or access its services or support. If you have any questions about the Partner Institution Agreement or its policies and procedures, please contact your Partner Institution.

### Scope

These Conditions apply to students who register with The Open University for undergraduate modules and qualifications delivered under a Collaborative Provision Arrangement between The Open University and a Partner Institution.

These Conditions apply to your study of modules that start in the academic year 2024/25 (which runs from 1 August 2024 to 31 July 2025), and to any qualification offered under a Collaborative Provision Arrangement that these modules may be studied towards.

All other Students and Learners not covered by these Conditions should refer to the <u>Student Policies and Regulations website</u> to access the Conditions of Registration or Terms and Conditions that apply to them. This includes those studying as part of a <u>Collaborative Scheme</u> where standalone modules are delivered by another institution in subjects not currently offered by The Open University. If you need any help, please <u>contact The Open University</u>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### Related documentation

By agreeing to these Conditions, it is assumed that you have read, understood, and agree to comply with the documents listed below which guide and govern your studies with The Open University. We have highlighted key messages from the documents at appropriate points throughout these Conditions. If you have any questions or if there is anything you do not understand, please contact The Open University.

A full list of Open University policies can be found on the <u>Student Policies and Regulations</u> website.

### **Open University documents that govern your study:**

- Academic Conduct Policy
- Academic Regulations (Taught Courses)
- Advocacy Policy
- Code of Practice for Student Discipline
- Fee Rules (Undergraduate)
- Fitness to Study Policy
- Fitness to Practise Procedure
- Student Complaints and Appeals Procedure
- Student Debt Policy

### **Open University information and guidance documents:**

- Changing Your Study Plans Policy
- Policy for the admission of applicants under the age of 18
- Safeguarding Policy Protecting children and vulnerable adults
- Social Media Policy
- Student Computing Policy

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- Student Privacy Notice
- Student Protection Plan

### The Open University Student Charter Values

The Student Charter was developed in partnership by The Open University and the OU Students Association. It sets out our shared values and the commitments we make to each other as a community of staff and students. This document has been developed with the Student Charter values as its foundation.

### Commitment to Equality, Diversity and Inclusion at The Open University

Open University Policies are inclusive of all Open University Students, Learners, Enquirers, and Alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation or trades union membership status.

### Section A: Your agreement to register as a Student

### A1. The terms of the agreement

You are entering into a legal agreement with The Open University when we formally accept in writing (by letter or email) your application to register to study with us.

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University. They incorporate and are subject to the rules, regulations, policies, and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered Student of The Open University.

As you are registering for a qualification offered under a Collaborative Provision Arrangement between The Open University and a Partner Institution, you will also be required to enter into a separate Agreement with the Partner Institution.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- a) If you are registering for a qualification to which <u>vocational requirements</u> apply, you may also be required to enter into a supplementary agreement with The Open University. Any such agreement will form part of these Conditions and must be read in conjunction with them. In some circumstances, you will also be required to enter into a separate agreement with an employer, placement provider, professional body, or other relevant third party.
- b) If you will be under the age of 18 on the start date of any module for which you are enrolling or registering, you will only be accepted as a Student in accordance with the Policy for the admission of applicants under the age of 18. Your registration or enrolment will be subject to any specific arrangements that were considered when granting you permission to study and to any additional terms or conditions required under Section A3 below.
- c) If at any time, any Open University employees or agents have said anything inconsistent with these Conditions, the Conditions of Registration will take priority unless formally agreed in writing by The Open University.
- d) The Open University Senate may change rules, regulations, policies, and procedures in the circumstances set out in the <u>Academic Regulations (Taught Courses)</u>. The Senate gives reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in Section B of the <u>Academic Regulations (Taught Courses)</u> and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- e) It is your responsibility to ensure that the qualification you are registering to study is recognised by the appropriate professional body or employer and/or country in which you intend to use that study.
- f) These Conditions, the Registration Agreement, any supplementary agreement, and The Open University rules, regulations, policies, and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales. All disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A2. Requirement to disclose criminal convictions, legal restrictions, and conditions

You are required to disclose any relevant, unspent criminal convictions when you register to study with The Open University or at any point that you become subject to a criminal conviction during your studies. For more information on what this includes, how to tell The Open University, how this may affect your studies, and how to access help or advice, please see Section K.

### A3. Complying with statutory responsibilities

### A3.1 Health and Safety

Under this Collaborative Provision Arrangement, safeguarding and the protection of individuals is a shared responsibility between The Open University and the Partner Institution. The Open University and the Partner Institution have a duty to protect the health and safety of their Students, staff, volunteers, contractors, and members of the public. This includes statutory duties and obligations to safeguard children, young persons and at risk or protected adults, to comply with obligations under the Equality Act 2010 in England, Scotland, and Wales; Section 75 of the Northern Ireland Act 1988 for Northern Ireland; or any other statutory duty or obligation.

The Open University may impose conditions or vary the terms on which you study and/or access services and facilities if we consider it reasonably necessary to do so to comply with these duties and obligations.

You must comply with the Partner Institution's Health and Safety policies and procedures while on its premises. Please refer to the Partner Institution's Health and Safety policies or your Agreement with the Partner Institution for more information.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A3.2 Safeguarding duty

To fulfil The Open University's Safeguarding duty of care (in line with The Open University Safeguarding Policy), Open University employees or agents have a statutory obligation to disclose relevant information to the Open University Safeguarding Referrals Team and/or external agencies (for example, Child and Adult Protection Services, or the emergency services).

The Partner Institution's safeguarding policy and procedure may also be followed in response to a safeguarding concern or disclosure. Please refer to the Partner Institution's safeguarding policy and procedure or your Agreement with the Partner Institution for further information.

It may be necessary for The Open University and the Partner Institution to share relevant safeguarding concerns in order to coordinate effective, timely responses and prevent the escalation of risk. To learn more about how information may be shared between The Open University and the Partner Institution, please see the Open University Student Privacy Notice.

### A3.3 Prevent duty

To fulfil The Open University's Prevent duty (in line with <u>The Open University Prevent Principles</u>), Open University employees or agents have a statutory obligation to report concerns that an Open University staff member or Student is at risk of being drawn into terrorism. Relevant information can be shared with the Open University Prevent team or external parties, for example the police and Channel (a programme that supports people who are vulnerable to radicalisation).

The Partner Institution must also comply with the Prevent duty which places a statutory obligation on Partner Institution staff to report concerns that a staff member or Student are at risk of being drawn into terrorism. The Partner Institution will take all necessary action to fulfil its Prevent duty if concerns are raised while you are attending its premises. For more information on the Partner Institution's Prevent duty and its policy and procedure, please refer to your Agreement with the Partner Institution or contact the Partner Institution to discuss.

For details of how information may be shared between The Open University and the Partner Institution, please see <u>The Open University Student Privacy Notice</u>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A4. Registration

- A4.1 The Registration Agreement will come into effect when The Open University formally confirms in writing (by letter or email) that we have accepted your application to register as a Student of The Open University. Your application to register is subject to you satisfying us of the following:
  - a) you have read and agreed to these Conditions. If you do not understand this
    document or wish to discuss information presented within it, please contact
    your Student Support Team (SST);
  - b) you have met the general requirements for registration set out in the Academic Regulations (Taught Courses);
  - c) you have met any specific requirements for registration or enrolment for any module as set out in the Academic Regulations (Taught Courses);
  - d) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification;
  - e) if applicable, you have entered into a supplementary agreement as required under Clause A1a above;
  - f) if applicable, you have disclosed any legal restrictions or conditions under Section A2 above:
  - g) you have paid the relevant fee or provided an approved payment method (see
     Section B1.2 for a list of approved payment methods);
  - h) unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident;
  - i) you have met any additional residence requirements or provided required evidence as detailed within Section A5; and
  - j) if you are under 18, you are accepted to study under the <u>Policy for the</u> admission of applicants under the age of 18.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A5. Residence requirements

- A5.1 You are required to attend the Partner Institution to access the face-to-face element of your programme. Details of the face-to-face requirements of your study will be set out in the programme information on the Partner Institution's website. To be accepted onto the programme, you must be able to attend the face-to-face element at your chosen Partner Institution.
- A5.2 The Open University is only able to sponsor a Student visa for research degree Students. This means that we are unable to sponsor your Student visa if you register to study an undergraduate module or qualification.
- A5.3 If you are currently resident in the UK on a standard visitor visa (excluding asylum seekers), you will not be eligible to study a qualification with The Open University delivered under a Collaborative Provision Arrangement.
- A5.4 If you are currently resident in the UK on a visa other than a standard visitor visa or an Application Registration Card (ARC), or are an asylum seeker who is still awaiting the outcome of your application, and your visa is due to expire within the next 12 months, The Open University reserves the right only to allow you to register with us under a Collaborative Provision Arrangement once you have secured a visa that meets our requirements, including allowing you to study in the UK.
- A5.5 This clause applies to you if you are an asylum seeker with permission to study in the UK, but you have restrictions on the length of your stay in the UK or are still awaiting the outcome of your asylum application (including those on an Application Registration Card (ARC)). In these circumstances, The Open University reserves the right not to allow you to register with us under a Collaborative Provision Arrangement until your asylum seeker status or visa meets our requirements.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- A5.6 If you are currently resident in the UK on a visa which allows you to study in the UK, and you meet the requirements in A5.4 above, or you are an asylum seeker with restrictions on the length of your stay within the UK and you meet the requirements in A5.5 above, you may be required to supply additional evidence, as required by UK Visas and Immigration (UKVI) before you can study certain subjects. The Open University is required to ensure that all Students studying with us have permission to do so. This means that you may be required to submit additional evidence to verify your status in the UK. If you are unable to provide evidence that verifies your status, The Open University may be unable to accept your registration on to your chosen programme of study. If you have been allowed to register and you are unable to supply the necessary evidence, your registration may be cancelled, and any fees that have been paid refunded.
- A5.7 If you need to travel abroad or move abroad for any period of time during your study under this Collaborative Provision Arrangement, you must contact the Partner Institution to discuss any face-to-face attendance implications. If you are unable to attend the face-to-face element of your programme, it will not be possible for you to continue studying under the Collaborative Provision Arrangement and you may need to study the modules with The Open University on an <a href="independent basis">independent basis</a>, where available. For advice and guidance please contact The Open University <a href="Student Support Team">Student Support Team</a>.

#### A6. Personal information

#### **Information stored by The Open University**

- A6.1 The personal information The Open University has collected from you is shown in the profile section of your <u>StudentHome</u> page. We also keep records of your contact with us, your academic progress and your participation in learning activities.
- A6.2 When you register to study with The Open University, the personal information you have supplied or that has been created as a result of your study will be used and processed in accordance with the <a href="Student Privacy Notice">Student Privacy Notice</a> and retained according to our <a href="Retention Policy">Retention Policy</a>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

A6.3 It is important that the information The Open University holds in our records is correct because we use it to process your registration, keep in touch with you, support you in your studies, provide services and facilities, and administer funding (including the payment and suspension of grants and loans).

It is your responsibility to keep your personal information up to date and to notify The Open University without delay if you change your name, contact details, or the country where you are resident or ordinarily resident. If you do not notify The Open University of any changes or errors to your personal information this may affect your ability to continue studying with The Open University in line with Clause E2.1(a). Please note that due to the face-to-face attendance requirements of your programme of study, a change to your country of residence may affect your ability to continue studying under a Collaborative Provision Arrangement. Details of how to change any of your personal information, and the evidence we may require to update our records, are set out in the Help Centre. Any changes you make to your personal information on StudentHome will not be communicated to the Partner Institution.

- A6.4 If you are awarded an Open University qualification, your certificate will be issued in the name that The Open University holds in our records for you at the point when your qualification is conferred. It is your responsibility to update The Open University if you change your name during your studies. A certificate will only be amended or reissued in a different name after the date your qualification is conferred if:
  - an error was made by The Open University when recording your personal details; or
  - ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the Gender Identity Policy and Guidance; or
  - iii) The Open University approves an application for a change of name on public safety grounds.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### **Information stored by The Partner Institution**

- A6.5 To access and update the personal information held about you on the Partner Institution's system, please contact the Partner Institution. Please be aware that any changes you make to your personal information on the Partner Institution's system will not be communicated to The Open University. It is your responsibility to follow the steps in A6.3 above to update The Open University of any changes to your personal information.
- A6.6 To understand how the Partner Institution will collect, use and store your personal information, please refer to your Agreement with the Partner Institution or contact the Partner Institution directly to discuss.

### A7. Our right to make changes

A7.1 The Open University <u>Academic Regulations (Taught Courses)</u> sets out the circumstances in which The Open University may make changes to regulations, rules, curriculum or qualifications. The Open University <u>Student Protection Plan</u> outlines the reasonable measures we will take to support you to continue studying if changes become necessary or there are circumstances which affect your study. The following paragraphs outline the circumstances in which we may make changes to these terms or to our educational services.

#### A7.2 Circumstances outside our control

The Open University will take all reasonable steps to provide the educational services that you have registered to receive under this Collaborative Provision Arrangement. There may be circumstances outside of The Open University's control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, war, terrorist acts, or industrial disputes. Where those or similar circumstances arise, we will minimise disruption as much as possible and wherever practicable, provide you with reasonable alternative arrangements to continue with your studies.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

In circumstances where The Open University is impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact on your studies and the support that is available to you. The Open University will work with staff and the Unions to seek a resolution to any such disputes.

#### A7.3 Maintenance of academic standards

- a) The Open University may suspend or cancel registrations and enrolments for a module if we are unable to guarantee academic standards at the start date of the module:
  - i. in the case of the first presentation of a module where notice has been given during the registration process that the module is under development or subject to accreditation or validation, and we are unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the module starts; or
  - ii. for any other module, there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened for that academic year that requires significant change to maintain the currency or academic standards of the module or the academic reputation of The Open University, that we are not reasonably able to make before it starts; or
  - iii. there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that we are unable to resolve before the module starts.
- b) The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements, wherever practicable to do so.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A7.4 Short-term changes to learning, teaching and assessment arrangements

The Open University may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, lab schools or alternative learning environments and other teaching sessions, assessments or examinations due to an event or circumstance beyond our control including, but not limited to, industrial action, whether on the part of The Open University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. We will try to inform you of any changes as early as possible and provide reasonable alternative arrangements wherever practicable.

If The Open University is impacted by industrial action, we will seek to mitigate any impact as outlined in section A7.2.

To understand how the Partner Institution will manage any short-term changes to the face-toface support or other services it provides to you, please refer to your Agreement with the Partner Institution or contact the Partner Institution to discuss.

### A7.5 Changes to Modules

- A7.5.1 The Open University will not normally make changes to a module on which you are enrolled or registered.
- A7.5.2 A change to a module on which you are enrolled or registered will normally only be made if the change is required immediately to correct a significant error or omission, as the result of a legal or regulatory requirement, or to meet the requirements of a validating or accrediting body.
- A7.5.3 If a change is made to a module on which you are enrolled or registered, The Open University will give you as much notice as possible of the change. If there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that module without penalty.
- A7.5.4 Modules on which Students are not yet enrolled or registered may be changed or withdrawn at short notice.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

A7.5.5 If recruitment numbers for a particular module are too low to proceed with delivery under the Collaborative Provision Arrangement, Students who have reserved places will be offered the opportunity to register for the module with The Open University on an independent basis. This means you will study the module with The Open University only and will not receive face-to-face support from the Partner Institution. The Conditions of Registration (Taught) will apply if you study with The Open University on an independent basis. If you do not consent to studying with The Open University on an independent basis, the Open University Student Protection Plan will apply.

### A7.6 Limiting places available for registration

- A7.6.1 There may be occasions where The Open University needs to restrict the number of places available to study a module at a particular start date. This could be for several reasons, such as limited tutor availability or limited availability of study resources.
- A7.6.2 We will endeavour to resolve issues to enable all interested Students to study a module at a particular start date, however where this is not possible, Students may be asked to consider studying an alternative module or at an alternative start date. If you agree to an alternative start date and the Collaborative Provision Arrangement ends before you enrol onto the module, we will discuss your options with you. You may be offered the opportunity to study the module with The Open University on an independent basis, where available. If you do not consent to studying with The Open University on an independent basis, the Open University Student Protection Plan will apply.
- A7.6.3 If the maximum capacity is reached before the <u>Final Enrolment Date</u> for a module, we will administer a waiting list. Places will be allocated to Students on the waiting list as and when they become available, using criteria determined by us, which will be applied on a case-by-case basis at our discretion. We will consider how much study you have left to complete your qualification, alternative module options available to you, and any time limits on completing your qualification. Students on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A7.7 Changes to Qualifications

- A7.7.1 The Open University continually seeks to enhance the quality of our courses to ensure they remain valid, relevant, and current. The modules that are made available in the future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the start of your qualification. Modules on which Students are not yet registered or enrolled may also be amended in line with any of the circumstances referred to in <a href="Clause A7.2">Clause A7.2</a>.
- A7.7.2 In line with this aim, and in any of the circumstances referred to in <u>Clause A7.2</u>, we may make changes to the structure of our qualifications. These may include the balance between core options and free choice modules, the balance between coursework and examination or other forms of assessment, the order of study and rules for progression through the qualification, or the requirements for attendance at or participation in specified learning activities.
- A7.7.3 Where a qualification needs to be changed, you will be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the <u>teach-out arrangements</u> set out in any notice given. Where this is not possible, the Open University <u>Student Protection Plan will apply</u>.
- A7.7.4 If you are unable to complete your qualification within the notice period, you can obtain advice and guidance from The Open University Student Support Team to help you move to a similar qualification under the new structure, to a related Open University qualification, or to a qualification under The Open Programme, where available. The Open University does not guarantee that an alternative qualification will be available under a Collaborative Provision Arrangement, and you may need to study on an independent basis with The Open University.

### A7.8 Withdrawal of Qualifications

A7.8.1 The circumstances in which The Open University may withdraw qualifications are set out in Section B of the <u>Academic Regulations (Taught Courses)</u>, "Changes to regulations and curriculum". If we need to withdraw a qualification that you are registered for, we will give you notice and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required modules. If the withdrawal period is shorter than the qualification time limit, then the withdrawal date will override the qualification time limit.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- A7.8.2 Except in the circumstances set out in A7.10b) below, the minimum notice period you will be given will allow you to complete the qualification at a study intensity of half the full-time equivalent rate assuming you do not defer or fail any module or take a study break.
- A7.8.3 If you have not gained or will not gain sufficient credit to be awarded your qualification by the withdrawal date, you will not be able to complete it. You can obtain advice and guidance from your <a href="Student Support Team">Student Support Team</a> to help you move to a related Open University qualification, including an equivalent qualification under The Open Programme. You may be able to count your existing credit towards the new qualification, subject to the new qualification rules in place at the time.
- A7.8.4 You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are awarded credit as a result of a resit, resubmission or postponement of your final module(s) in the programme, or a retake at the earliest opportunity (where the module is still in presentation) if your final module does not permit a resit/resubmission opportunity. If the Collaborative Provision Arrangement has ended, you may be able to resit, resubmit, or retake the module (if possible) on an independent basis with The Open University to complete your qualification. Advice and guidance will be provided by your <u>Student Support</u> Team.

### A7.9 Termination of agreement between The Open University and Partner Institution

If the Collaborative Provision Arrangement between The Open University and the Partner Institution is terminated, The Open University and the Partner Institution will work together to ensure that Students who are studying at the time the decision to end the agreement is reached, are provided with an opportunity to complete the modules for the qualification. This may include offering Students the opportunity to study with The Open University on an independent basis, without face-to-face support from the Partner Institution. If you do not give your consent to study with The Open University on an independent basis, The Open University Student Protection Plan will apply.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### A7.10 Qualifications accredited by a Professional, Statutory or Regulatory Body

If your qualification is accredited by a professional, statutory, or regulatory body or any other validating or accrediting body, please note that for changes to qualifications (A7.7 above) or withdrawal of qualifications (A7.8 above):

- you will be awarded the qualification with accreditation if you have achieved the required credit.
- b. any notice period The Open University gives you may be reduced to comply with the requirements of the relevant body for the change to be made in a shorter period.
- if accreditation is withdrawn or is not renewed before you complete your studies, The
  Open University will contact you to explain your options and The Open University
  <u>Student Protection Plan</u> will apply.

### A8. Complaints and appeals

- A8.1 Under the Collaborative Provision Arrangement, the Partner Institution will be responsible for receiving and responding to complaints. Students should submit any complaints by following the Partner Institution's Complaints Procedure. If a Student remains dissatisfied with the formal outcome of a complaint, they may request a review of the decision by The Open University under The Open University Student Complaints and Appeals Procedure. The Open University is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- A8.2 The Open University has a specific complaints procedure for complaints relating to Welsh Language Standards. If you have a complaint relating to Welsh Language Standards this should be submitted directly to The Open University. Details on this procedure are available in the document "Welsh Language Standards Dealing with Complaints and Comments". A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

A8.3 The Open University will be responsible for responding to all academic appeals.

These are defined by The Open University as a request for a review of a decision of an academic body charged with making decisions on admission, assessment, student progression and awards. Students should submit academic appeals by following The Open University Student Complaints and Appeals Procedure.

### Section B: Your fees

### **B1.** Your agreement to pay tuition fees and other charges

- B1.1 When you register as a Student with The Open University you agree that you will pay the tuition fees and other charges that are due in respect of your studies. The tuition fee you agree to pay is shown in the Registration Agreement and registration confirmation. By applying to study with The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges that may be due to The Open University in respect of your studies that are not covered by the tuition fees, as set out below. You will be provided with information about those additional charges, when they are due and how they may be paid before you register. If you need more information, please contact your Student Support Team.
- B1.2 Payment of or arrangement to pay your fees must be in place by the <u>Final Enrolment</u>

  <u>Date</u> for your module. The payment methods accepted by The Open University,
  depending on personal circumstances and eligibility, are:
  - Credit/Debit Card
  - Government funding (including loans and grants)
  - Sponsorship
  - Third-party payment by credit/debit card
  - Payment in instalments via a loan through Open University Student Budget Accounts Limited (OUSBA)
  - Bank Transfer
  - Personal cheque/Postal Order
  - Enhanced Learning Credits
  - Amazon Career Choice Programme voucher (UK residents only).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- B1.3 The tuition fee covers all tuition, materials (excluding set books), and assessment for the module(s) provided by The Open University. Please note that if you are required to purchase set books for your studies, these do not need to be purchased from The Open University. The tuition fee also covers access to Open University services such as the Computing Helpdesk, Library Services, Careers and Employability Services and Disability Support.
- B1.4 If your module includes a residential school, the tuition fee may not cover the cost of the associated accommodation, meals, travel, or other facilities, unless otherwise stated in the module description in The Open University's printed or online prospectus. Appendix 3 to the Open University Fee Rules (Undergraduate Study) explains when this charge will apply, how and when it should be paid, and what will happen if you fail to pay or withdraw your registration on the module.
- B1.5 There may be extra costs in addition to the tuition fee, such as a suitable computer, internet access, travel to face-to-face sessions and support at the Partner Institution, and postage costs for module materials sent to addresses outside of the UK. If you have requested any hard copy study materials to be delivered to an address in the Republic of Ireland, Continental Europe, or outside Europe, you may be required to cover additional postal costs (such as VAT and customs charges). If you are on a low income, you may be eligible for help with some of these study related costs after you start studying. Please contact <a href="Student Support Team">Student Support Team</a> for further information.
- B1.6 You may be required to pay for certain services or facilities at the Partner Institution, such as for printing or parking. Any costs associated with attending the Partner Institution will be highlighted to you in the programme information on the Partner Institution's website. Please contact the Partner Institution for more information.

### **B2.** Your liability for fees

B2.1 You are normally required to have paid or secured an agreement to pay your fees by a payment method approved by The Open University before we will accept your registration. However, at The Open University's discretion, we may accept your registration before your approved payment method has been secured. This will be conditional upon you having taken and/or agreeing to take all reasonable steps to secure that payment method within a reasonable time.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- B2.2 If you are intending to pay part or all of your fees using an Enhanced Learning Credit, you will be personally liable to pay those fees once they have become due even if you have not obtained the Enhanced Learning Credit funding by that date.
- B2.3 The Open University will only accept Enhanced Learning Credit Claim Authorisation Notes (CAN) where the module fees quoted are for your chosen presentation start date, and the fees for the relevant academic year have been approved by us and displayed on our online prospectus.
- B2.4 If you are paying your fees using a loan via The Open University Student Budget Accounts Limited (OUSBA), you may remain liable to meet scheduled re-payments unless you have cancelled this agreement in circumstances that entitle you to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA Ltd if you need more clarification.
- B2.5 Although you are registering to study a qualification, you will only become liable to pay fees as you register for each module. If you do not complete or pass all the modules required to achieve a qualification, you will not be entitled to receive any refund of fees you have paid for completed modules.

### **B3.** How we calculate your fees

- B3.1 Your fees are calculated in accordance with the Open University <u>Fee Rules</u>, based on the information that you have given us about:
  - i) your intended qualification;
  - ii) your module choice(s);
  - iii) your nationality;
  - iv) whether you are ordinarily resident in the UK, the Republic of Ireland or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland, or Wales.
- B3.2 You must check that this information is correct before you apply to register. If you need to make any changes once a Registration Agreement has been printed or provided as an online document, or if you need any help or advice with your application, do not change the agreement yourself; please <a href="contact The Open University">contact The Open University</a> instead.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

B3.3 The Open University reserves the right to check any information you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Registration Agreement and the correct fee if higher. If lower, we will provide a refund or waiver of the difference in fees via your original payment method. These checks may be made at any time, including after you have started studying. We may share data with external agencies to check that the correct fee has been paid, to check the allocation of funds and for the detection and prevention of crime. You may find it helpful to read How the OU uses student data.

### **B4.** Failure to pay your fees and charges

- B4.1 If you do not pay your fees or do not provide an approved payment method at the time of registration or enrolment, The Open University will not accept your registration or enrolment unless Clause B2.1 or B2.2 above ("Your liability for fees") applies.
- B4.2 If you are permitted to register or enrol under Clause B2.1 above and you fail to secure an approved payment method within the time The Open University has specified, we may cancel your registration or enrolment even if you have started studying. You will be given notice of our intention to cancel your registration or enrolment and a final opportunity to secure the payment or to pay by a different method. If your registration or enrolment is cancelled under this clause, any part payment of fees you or a sponsor has already made will be refunded, and any grant or loan in respect of part payment of fees will be cancelled.
- B4.3 If you are intending to pay part or all of your fees with a means tested award from a UK funding authority but your award does not cover your fees in full, your registration will only be complete once the fee shortfall has been covered. The Open University will only be able to confirm registration to your funding authority (to allow any maintenance support to be released to you) when your registration is completed.
- B4.4 If The Open University has accepted your registration or enrolment and, for any reason, the payment method we have accepted is cancelled or withdrawn, we may cancel your registration or enrolment even if you have started studying. You will be given notice of our intention to cancel your registration or enrolment and given a final opportunity to secure the payment or to pay by a different method.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- B4.5 If your registration or enrolment is cancelled under Clause B4.2 or B4.4 above it will be reinstated in the following circumstances:
  - a) if you contact The Open University within 7 calendar days of the cancellation date having secured an agreed payment method or if you provide payment by a different method; or
  - b) at The Open University's discretion, if you contact us after 7 calendar days from the cancellation date having secured an agreed payment method, or if you provide payment by a different method, and you agree to accept the potential impact any gap in your studies may have on your academic progress.
- B4.6 If your registration or enrolment is cancelled under Clause B4.2 or B4.4 above, you will remain personally liable to The Open University for all the fees that are due by the date of the cancellation. If you do not pay those fees, you will be in debt to The Open University and we will take action to recover that debt in line with our <a href="Student Debt">Student Debt</a> Policy.
- B4.7 If you are required to pay any other charges to The Open University in connection with your studies (including but not limited to the accommodation charge for a residential school), and you do not pay them when they become due, you may not be provided with the services or facilities to which those charges relate. If at The Open University's discretion, they are provided and the charges remain unpaid, you will be in debt to The Open University and we will take action to recover that debt in line with The Open University Student Debt Policy.

### **B5.** Consequences of not paying your fees or additional charges

Pou are responsible for paying your outstanding fees or other charges, including any further fees and other charges that may be due, this includes academic and non-academic debt. The Open University may take all reasonable steps including legal action to recover any fees and other charges which you have not paid, in line with The Open University Student Debt Policy.

The Open University will advise you of any action you can take to limit your liability for further fees and other charges and will give you a reasonable opportunity to take that action before any further liability is incurred.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- B5.2 If you are in debt to The Open University for your tuition fees or other academic charges (academic debt) we may, in addition to Clause B5.1 above:
  - a) cancel your registration or enrolment at any time as detailed in <u>Section E2: The</u>

    <u>Open University's right to cancel your registration or enrolment</u>, and/or
  - b) only permit you to undertake further Open University study if you pay the associated tuition fees or other charges in advance or you secure an alternative payment method which we accept, and you settle or make arrangements to settle the debt.
- B5.3 If at The Open University's discretion, we continue to provide tuition, facilities, or services, or allow further registration or enrolment to Students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.
- B5.4 To understand the actions the Partner Institution may take in response to any unpaid costs that you are required to pay for its services and facilities, please refer to your Agreement with the Partner Institution or contact the Partner Institution for more information.

### Section C: Your qualification

You will register for an Open University undergraduate qualification. The Open University and Partner Institution have selected the modules you will study, and these modules make up the programme of study you must complete to be awarded the qualification under this Collaborative Provision Arrangement. If you wish to register for any Open University modules outside of the programme of study set out in the programme information on the Partner Institution's website, (irrespective of whether these form part of The Open University qualification or any other qualification), you agree that you will study those modules directly with The Open University and will not receive face-to-face support from the Partner Institution for those modules. The standard Conditions of Registration (Taught) will apply to any modules that you study on an independent basis with The Open University.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### C1.1 Your registered qualification

- Ayour registered qualification is shown in the Registration Agreement and on <a href="StudentHome">StudentHome</a> whilst you are a current Open University Student. The Open University will provide you with the opportunity to enrol for modules for your registered qualification which will enable you to achieve that qualification. The Open University does not however guarantee that any module(s) shown in the published information for your intended qualification will remain available in the future. <a href="Section A7.8">Section A7.8</a> outlines how The Open University may make changes to modules.
- b) If you need to take a break in your studies, The Open University does not guarantee that the Collaborative Provision Arrangement with the Partner Institution will still be in place when you return. If the Collaborative Provision Arrangement has ended at the point you wish to return to study, you will need to contact The Open University

  Student Support Team for advice and guidance regarding your study options. It may be possible for you to continue your study towards the qualification with The Open University on an independent basis.

### C1.2 Time limits for completing your registered qualification

a) The Open University will set an academic time limit for you to complete your registered qualification. If you have not completed your qualification before this time limit expires, your qualification registration will end. If this happens, The Open University will maintain your record of study and you may subsequently register on a module or a new qualification, if eligible, by following the rules in place at the time. If any new qualification you choose to study is not offered under a Collaborative Provision Arrangement, you may study with The Open University directly and the standard Conditions of Registration (Taught) will apply.

If notice has been given that your registered qualification is to be withdrawn, you will need to complete the required study before the withdrawal date to be awarded that qualification. Please see <u>Section A7.8</u> above and the <u>Academic Regulations (Taught Courses)</u> for more information.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

b) The Collaborative Provision Arrangement between The Open University and the Partner Institution may end before the academic time limit for the qualification is reached. If you are unable to complete your programme of study and achieve the qualification before the Collaborative Provision Arrangement ends and you want to continue studying the qualification, you may be able to study on an independent basis with The Open University without any involvement or face-to-face support from the Partner Institution. The Open University will discuss your options with you and if it is not possible, or if you do not consent to studying with The Open University on an independent basis, the <a href="Student Protection Plan">Student Protection Plan</a> will apply. You can access advice and guidance on your study options and any financial implications from The Open University's Student Support Team.

### Section D: Your learning

### D1. Registering and enrolling on a module or qualification

When you are registered or enrolled on the module(s) shown in the Registration Agreement:

### D1.1 You agree to:

- study the module materials and complete all assessment activities at the times, and in the manner specified in the Open University online study guide and module website.
- b) attend and engage with the face-to-face support provided by the Partner Institution.

  Details of the face-to-face support you will receive, including the nature, frequency and expectations of attendance, will be set out in the programme information on the Partner Institution's website and in your Agreement with the Partner Institution.
- c) submit work that is your own. If you submit someone else's work or engage in other dishonest academic behaviour, The Open University may need to take action under The Open University <u>Academic Conduct Policy</u>.
- d) comply with The Open University <u>Code of Practice for Student Discipline</u> which sets out behaviour that may be considered unacceptable, and the action The Open University may take in response to any occurrences of unacceptable behaviour.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- e) Please note you will also be required to comply with the Partner Institution's policies on expected behaviour. The Partner Institution will have its own disciplinary procedure in response to unacceptable behaviour that takes place on its premises, to which you must comply. For more information on expected standards of behaviour and disciplinary action at the Partner Institution, please refer to your Agreement with the Partner Institution, or contact the Partner Institution directly. If you are subject to disciplinary action during your studies, you will be contacted by the Institution taking action and advised which procedure will be followed. Please note that disciplinary action could affect your ability to continue studying on the programme and/or studying independently with The Open University or the Partner Institution.
- f) engage with The Open University Fitness to Study Policy if requested by The Open University. The policy aims to support you with your study goals if, as a result of facing difficult circumstances during your studies, your behaviour affects the way you interact with The Open University community and raises concerns about your health, safety or wellbeing.
- g) conform with the relevant Code of Practice or ethics, and meet the required professional standards as detailed in The Open University Fitness to Practise Procedure, if you are studying a professional programme with The Open University that is governed by a Professional, Statutory, or Regulatory Body. The Open University Fitness to Practise Procedure will be followed if you do not meet these requirements which could result in your registration being withdrawn by your regulatory body, The Open University not recommending you for registration, or suspension or expulsion from the programme. If the Partner Institution has any concerns regarding your fitness to practise, it will escalate those concerns to The Open University for consideration under The Open University Fitness to Practise Procedure.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### D1.2 The Open University agrees to:

- a) provide a safe and supportive study environment that welcomes and values diversity, where everyone is treated with dignity and respect. We encourage staff, students, learners, and visitors to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using Safe Space Reporting available through an online tool. The online tool also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.
- b) provide you with the module tuition, materials, and assessments as described in the module description in The Open University online prospectus and on <u>StudentHome</u>.
- use academic judgement to determine to what extent you have met the learning outcomes of the module(s).
- d) communicate clearly whether your module registration makes you eligible for one resit or resubmission opportunity of the examinable component of your module, if applicable. This will be shown in the assessment rules for your module.
- e) accept work submitted in Welsh from Students living in Wales. Your work, whether written in Welsh or English, will be treated no less favourably.

### D2. Tutorials and face-to-face support

- D2.1 As stated in Section A5 of this document, you will need to attend the Partner Institution to access the face-to-face support associated with your programme of study which aims to enhance your learning.
- D2.2 The Partner Institution will be responsible for providing you with the face-to-face timetable for the modules in your programme of study under the Collaborative Provision Arrangement. This includes dates, times, venue, and room details. Please refer to your Agreement with the Partner Institution or contact the Partner Institution for more information.
- D2.3 The rules for the recording of Open University online tutorials are set out in The Open University Policy for the Recording of Online Tutorials.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### D3. The Residential School or equivalent activities

- D3.1 If your module includes a compulsory residential school, online school, day school, lab school, field school component or an equivalent activity that you must complete to demonstrate the skills needed for your qualification, you must participate satisfactorily as defined in the learning outcomes on your module description or website, or you will not be able to pass the module.
- D3.2 Some modules will provide an online school as an alternative to a residential school or day school, that delivers the same core learning outcomes. It may involve a written assignment, an online project, and/or online conferencing. If your module does not have an online school, you must attend the residential school, day school or equivalent activity, or you will not be able to pass the module.
- D3.3 It is your responsibility to book a place at a residential school, online school, day school, lab school, field school, or equivalent activity. Bookings are subject to a time limit and availability, and you must follow the booking procedure on your module website. If you need any help with this, please contact The Open University Residential Schools Team.
- D3.4 If you do not book a place, or if you are not sure that you will be able to attend a residential school, day school, lab school, field school, or participate in the online school that you have booked, you should immediately seek advice from The Open University Residential Schools Team.
- D3.5 If you are attending a residential school, day school, lab school or field school in the UK and you require a visa to enter the UK, it is your responsibility to:
  - a) obtain the necessary 6-month standard visitor visa. Please <u>contact The Open University</u> to request a supporting letter from your Student Support Team for your visa application, as the standard "Confirmation of Registration" letter/e-mail will not be sufficient.
  - b) provide any additional evidence The Open University requests from you to verify your status in the UK.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

Without the necessary evidence, The Open University may not be able to accept your module registration or, if we have allowed you to register, your module registration may be cancelled, and any fees refunded.

### D4. Telling The Open University about a disability, long term health condition or mental health condition

- D4.1 The Open University is dedicated to ensuring every student feels supported in their studies, and we strive to make all aspects of study accessible. If you have a disability that might affect your studies or assignments, we encourage you to tell us about it and provide any relevant information that we ask for. This will enable us to work with you to understand your needs, and to make any reasonable adjustments that may be required in line with our obligations under the <a href="Equality Act 2010">Equality Act 2010</a> in England, Scotland, and Wales; the <a href="Disability Discrimination Act 1995">Disability Discrimination Act 1995</a> (Amendment) Regulations (Northern Ireland) 2004, or any other statutory duty or obligation.
- D4.2 Students will need to contact the Partner Institution to share details of their disability and discuss any support needs or reasonable adjustments that may be required for the face-to-face environment at the Partner Institution. For more information on disability support available at the Partner Institution, please contact the Partner Institution.
- D4.3 You may be able to apply for Disabled Students' Allowance (DSA). This allowance covers the extra disability-related costs or expenses you have while studying which are over and above those provided as reasonable adjustments by your college or university. For more information visit the <a href="Gov.uk website">Gov.uk website</a>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **Section E: Cancelling or Withdrawing your Registration**

### E1. How to Cancel or Withdraw your registration

E1.1 To cancel your registration or enrolment you must inform The Open University of your decision by letter, email, form, or by telephone. Full details are in the <a href="Changing Your Study Plans Policy">Changing Your Study Plans Policy</a>.

If you do not cancel by following the <u>Changing Your Study Plans Policy</u> you will not be eligible for any fee refunds or fee credits, even if you have not participated, or you stop participating in learning or assessment activities.

If you wish to withdraw from studying under the Collaborative Provision Arrangement but want to continue studying with The Open University directly, you should contact your Student Support Team to discuss.

### E1.2 The procedure you should follow to cancel or withdraw is as follows:

### a) Cancelling your application before you are registered

To cancel your application before you are registered, you should not proceed with your registration. If The Open University has sent you a printed Registration Agreement, please do not sign, alter, or return it. Please contact The Open University to tell us and we will cancel your application.

### b) Cancelling your qualification and/or module within 14 calendar days of registration

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 calendar days of the date of the email or letter confirming our acceptance of your application to register.

You must contact The Open University to tell us you wish to cancel your module and/or qualification. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that module.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- c) Withdrawing from your qualification and/or module <u>more than</u> 14 calendar days after registration
  - If you withdraw after 14 calendar days following the date of registration, you must follow the <u>Changing Your Study Plans Policy</u>. Your eligibility for a fee refund or a fee credit is set out in the Fee Rules.
- E1.3 If you withdraw from your qualification, this will not automatically withdraw you from any module(s) you are registered or enrolled on, unless you expressly request to also be withdrawn from the module(s). Please also note that if you withdraw from your qualification, you will not be able to continue your programme of study under the Collaborative Provision Arrangement and The Open University will inform the Partner Institution.
- E1.4 If you withdraw from a module, you will not be withdrawn from any qualification (or programme of study) you are registered for unless you expressly request this, or unless the module withdrawal means your qualification registration lapses as per Clause E1.5 and Section L2 "Lapse in Registration" of <u>Academic Regulations (Taught Courses)</u>.
- E1.5 If you do not remain enrolled on at least one module from the first module start date following your qualification registration until at least 14 calendar days after the module begins, your qualification registration may be cancelled.
- E1.6 If you withdraw from a module, The Open University will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of withdrawal (this includes accessing face-to-face support associated with your programme of study at the Partner Institution).
- E1.7 If you make a request to take a break in your study (<u>Deferral</u>) and it is approved by The Open University, we do not guarantee the Collaborative Provision Arrangement will be in place when you return to study. If you return to study and the Collaborative Provision Arrangement has ended, you can access advice and guidance from the <u>Student Support Team</u> regarding your study options and any financial implications. It may be possible for you to study on an independent basis with The Open University and the <u>Conditions of Registration (Taught)</u> will apply.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

E1.8 If you cancel or withdraw from your module or qualification and no longer wish to study under the Collaborative Provision Arrangement, you must, in addition to the steps outlined in this section, take any steps outlined in your Agreement with the Partner Institution to end your agreement with the Partner Institution. For further details please refer to your Agreement with the Partner Institution or contact the Partner Institution.

### E2. The Open University's right to cancel your registration or enrolment

- E2.1 The Open University may cancel your registration or enrolment at any time if:
  - a) we find you have given The Open University false or misleading information, or you do not keep your personal information up to date as set out in <u>Section A6</u>
     "Personal Information";
  - b) you fail to meet any academic or administrative requirements shown in the module or qualification description;
  - c) you fail to pay your tuition fees as set out in <u>Section B</u> "Your fees" or are in debt to us for tuition fees or other academic charges;
  - d) you were required to make a supplementary agreement as referred to in Clause
     A1a) and you have failed to complete such an agreement;
  - e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
  - f) you break any of the conditions set out in these Conditions (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
  - g) you materially breach your Agreement with the Partner Institution or are excluded from the Partner Institution;
  - h) you are excluded from study as a result of a breach of The Open University

    Code of Practice for Student Discipline or any breach of restrictions placed on your access to study; or due to a voluntary or imposed break in study following a Fitness to Study Stage 3 Case Conference Panel as outlined in The Open University Fitness to Study Policy;

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- i) you are resident in the UK on a visa, or you are an asylum seeker or refugee with a restriction on the length of your stay within the UK and have been asked to supply additional evidence to enable you to study certain subjects, as required by UK Visas and Immigration (UKVI) and outlined in Clause A5.5, but you have not supplied this evidence by the date The Open University specifies;
- you are unable to access the face-to-face element of the programme as required under a Collaborative Provision Arrangement;
- k) you fail to disclose any relevant, unspent, legal restrictions or conditions under <u>Section A2</u>, in line with the <u>Code of Practice for Student Discipline</u> (Sections 2.4.4c, 3.5 and 3.6.1);
- I) the Collaborative Provision Arrangement between The Open University and Partner Institution ends, and you have not completed the programme of study to achieve your qualification. (Depending on the circumstances, if your registration under these Conditions of Registration (Collaborative Provision) ends, it may be possible for you to study with The Open University on an independent basis, without involvement from a Partner Institution, and the Conditions of Registration (Taught) will apply.)
- m) Your qualification lapses in accordance with Section L2 of the <u>Academic Regulations</u> unless you have applied for an approved study break. If your qualification lapses and you return to study with The Open University in the future, you will need to study with The Open University on an independent basis if the new qualification is not offered under a Collaborative Provision Arrangement.

Please note that The Open University may also seek prosecution if you have supplied fraudulent information or carried out a fraudulent action.

E2.2 If The Open University cancels your registration or enrolment for a module we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of cancellation (this includes accessing any further face-to-face support at the Partner Institution).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

E2.3 If your registration is cancelled under Clause E2.1b), E2.1d) or E2.1e) after the module start date because you have not met the entry requirements or the regulatory requirements of the module or qualification, you may be entitled to a full or partial discretionary fee refund/fee waiver of those module fees unless this is due to a default on your part. Please refer to the Open University Fee Rules for more information. If this happens, you may register for a different Open University qualification, and any credit you have been or are awarded for completed modules may, subject to the Academic Regulations (Taught Courses), be counted towards that other qualification. If you register for a different Open University undergraduate qualification that is not offered under a Collaborative Provision Arrangement, the standard Open University Conditions of Registration (Taught) will apply.

# E3. Cancelling your registration when vocational and professional requirements are not met

- E3.1 The Open University may cancel your registration if you have ceased to meet one of the following conditions where this is a requirement of the qualification and/or module:
  - a) fitness to practise a specified profession, in line with The Open University's
     Fitness to Practise Procedure;
  - b) maintenance of professional standing;
  - c) satisfactory Disclosure and Barring Service (or equivalent) clearance;
  - d) being employed by a specified employer;
  - e) being employed in a specified role, capacity, or profession.
- E3.2 You must tell The Open University if, at any time while you are a registered Student, you cease to meet any of these conditions that apply to you in connection with your studies.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- E3.3 If your module registration is cancelled by The Open University before your module start date because you have not met one of the conditions specified as an entry requirement (as per clause E2.3 above), you may be entitled to a fee refund or fee waiver at The Open University's discretion. Please refer to The Open University Fee Rules for more information. Please note that if your module registration is cancelled, this may affect your ability to continue studying under the Collaborative Provision Arrangement.
- E3.4 If your qualification registration is cancelled under Section E3 and your module registration is not cancelled, you may continue to study that module and be awarded credit for it. Please note you may need to study with The Open University on an independent basis to complete the module. Advice and guidance will be provided to you by your Open University Student Support Team.
- E3.5 If your qualification registration is cancelled under Section E3, you may register for a different Open University qualification and any credit you have been or are awarded for completed modules may, subject to the <a href="Academic Regulations">Academic Regulations</a> (Taught Courses), be counted towards that other qualification. If you register for a different Open University undergraduate qualification that is not offered under a Collaborative Provision arrangement, the standard Open University <a href="Conditions of Registration">Conditions of Registration</a> (Taught) will apply.

# **Section F: Computing**

# F1. Your Open University computing account

To study with The Open University, you will need to have access to a suitable computer and have internet access. The Open University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential, and to comply with The Open University <u>Student Computing Policy</u> and <u>Social Media Policy</u>.

You must not share your computing account login details with anyone, including any advocate that you may appoint during your studies. For more information see The Open University Advocacy Policy.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# F2. Keeping your account secure

- F2.1 You must notify The Open University Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972, emailing <u>OU-Computing-Helpdesk</u> or using webchat if you think that the security of your account has been compromised.
- F2.2 If you do not comply with Clause F2.1 above you will be liable for any fraudulent transactions relating to your registration.
- F2.3 If you do not comply with Clause F2.1 above, you may be held responsible for fraudulent activity if someone else accesses your account because they have been given or have obtained your sign-on credentials and you have not informed us.

# **F3.** Sharing information in online activities

When you participate in any study-related activities online, your name, preferred email address, your Open University Computer Username (OUCU), and the content you contribute, will be displayed online to Students and Open University staff who have a need to see the information concerned.

# **F4.** The Computing Policy and Social Media Policy

When you register to study with The Open University you agree to comply with the <u>Student Computing Policy</u> and <u>Social Media Policy</u>.

# F5. Computing and Social Media at the Partner Institution

The Partner Institution may provide you with access to its computing equipment, services or facilities. You may be required to agree to comply with the Partner Institution's computing policy or acceptable use policy which will detail how its equipment, services and facilities must be used and the actions the Partner Institution may take if you do not comply. You may also be required to agree to comply with the Partner Institution's Social Media Policy. Please refer to your Agreement with the Partner Institution or contact the Partner Institution for more information

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Section G: How we will communicate with you

We know that timely, clear, communication is important. This section explains how The Open University will communicate with you and details your responsibilities to engage with Open University communications while you are a Student studying under a Collaborative Provision Arrangement.

Please note that the Partner Institution may also need to contact you during your studies regarding the face-to-face support associated with your programme, and to facilitate access to its facilities and services. Please refer to your Agreement with the Partner Institution or contact the Partner Institution directly for more information on how it will communicate with you.

## G1. By email

- G1.1 You must provide The Open University with a valid email address which we will use to correspond with you. If your preferred email address changes, you must update your personal profile on <a href="StudentHome">StudentHome</a> or alternatively contact your Student Support Team.
- It is your responsibility to check your email regularly. You will be sent important information about your registration and your studies by email which may not be sent via any other media. It is your responsibility to manage any junk mail filters on your account, and to ensure that your inbox has sufficient space, to ensure emails from The Open University reach you. The Open University will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to. Please note that if you appoint an advocate at any time during your studies, you are responsible for sharing any Open University communications with them that you deem relevant and appropriate. For more information, please see <a href="https://doi.org/10.1001/jhease-see-note-studies-see-note-studies-see-note-

# G2. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called <u>StudentHome</u>. It displays details of personal information The Open University holds about you, your study record, and related resources. It is also used to post general messages that will be relevant to you that may not be sent via any other media.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# **G3.** Through Open University websites

The Open University will provide you with access to module and qualification websites, where available, which will allow you to access learning materials and other learning resources and may be used to post messages about your study which may not be sent via any other media. Access to your module website will be removed if your registration status has lapsed (in line with Clause E2.1) or if you cancel or withdraw from the module.

# **G4.** Students living in Wales

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your <u>StudentHome</u> profile. You can also update your language preferences using the <u>Language</u> preferences form.

# G5. By phone

The Open University may monitor and record your phone calls with us to make sure we have carried out your instructions correctly and to help us improve our services through staff training.

# **Section H: Using Library facilities**

- H1.1 If you use the Open University Library services, you will be bound by our <u>Copyright</u>

  <u>Regulations</u> which you will be asked to agree to when you first use those services.
- H1.2 The Partner Institution may require you to agree to its Library user policy or copyright regulations before you can access its Library services. Please refer to your Agreement with the Partner Institution or contact the Partner Institution for more information.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Section I: Indemnity insurance

The Open University does not have indemnity insurance for Students carrying out research related to their studies (except for Postgraduate Research Students who register directly through us). If you need indemnity cover (for example, to meet the conditions of an ethics committee), you will need to arrange this yourself.

# Section J: Affiliation with Third-Party Organisations

- J1. Any affiliation or promotion of The Open University must be initiated by The Open University.
- J2. Students are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, The Open University.
- J3. Students should not promote any product or service via our computing services for which they are paid either financially or in kind.
- J4. Students are not permitted to promote their views as representing or as being on behalf of The Open University.
- J5. Students are free to express their political, religious, social, and academic views both in private and in public provided this is explicitly done in their name and not in the name of The Open University. By registering to study with The Open University, Students are agreeing to comply with the Open University Social Media Policy as outlined in Clause F4.
- J6. If a Student is approached by a third-party organisation to represent The Open University, they should refer the third-party organisation to contact The Open University directly with their request.
- J7. Any failure to meet Clauses J2-J6 could be treated as a breach of the Open University <u>Code of Practice for Student Discipline.</u>

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Section K: Disclosing criminal convictions, legal restrictions, and conditions

#### **K1** What you need to tell The Open University

- K1.1 You must disclose any unspent criminal convictions when you Register to study with The Open University. Relevant unspent convictions include, but are not limited to:
  - Offences listed in the <u>Sexual Offences Act 2003</u> (in the United Kingdom; or equivalent Act outside of the United Kingdom);
  - ii. 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;
  - iii. Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
  - iv. The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
  - v. Offences involving firearms, weapons, crossbows, and knives;
  - vi. Offences involving arson;
  - vii. Fraud;
  - viii. Offences of human trafficking, slavery, and forced labour;
  - ix. Offences related to any person under 18 considered a child under English lawsee Children Act 2004.
- K1.2 You must also tell The Open University if you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course and the wider Open University community. This includes Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- K1.3 You are not required to disclose a conviction that is spent unless Clause K4 below applies. If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from the Disclosures Team.
- K1.4 To disclose any unspent criminal convictions, please refer to the <u>Procedure for</u> supporting students subject to legal licence, restriction, condition or orders.

# **K2** What happens after disclosure

- K2.1 Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from The Open University. However, if it is determined that we need to place specific conditions or restrictions on your study, for example, exclusion from Open University online activity and/or face-to-face events associated with The Open University and/or the Partner Institution, it may mean that you are unable to study (or continue to study) under a Collaborative Provision Arrangement.
- K2.2 The information you provide will be referred to The Open University Student Risk Check Team. The Student Risk Check Team will complete a risk assessment to determine if there is any risk of harm to the wider Open University community and will agree any adjustments we need to make to your course of study to mitigate any identified risks.
- K2.3 If we determine that your chosen programme of study is impractical because of any legal restrictions or conditions you have, we will discuss your study options with you and may suggest alternative Open University qualifications, where available.
- K2.4 You will be made aware of any right to appeal against decisions taken by The OpenUniversity regarding your ability to study or continue to study.

#### **K3** Failure to disclose

If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Conditions. The Open University may take action under the Open University Code of Practice for Student Discipline (Sections 2.4.4c and 2.4.5a) which could affect your continued study with us (see Section E2: The Open University's right to cancel your registration or enrolment).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **K4** Applying for professional courses

If you are applying to study a module linked to a particular profession, there may be additional requirements to disclose legal restrictions and conditions, including some which are spent. Such professional programmes will require you to have an enhanced Disclosure and Barring Service (DBS) clearance (in England and Wales), Disclosure Scotland check (in Scotland), or an Access NI check (in Northern Ireland), as a condition of your offer. In these circumstances, you will not be required to make a self-disclosure, unless explicitly stated within the Supplementary Agreement for your programme, as any relevant information will be disclosed by the DBS or check and then considered in line with the requirements and policy for the programme concerned.

## **K5** Support and Confidentiality

- K5.1 All records and correspondence relating to your disclosure will be stored securely in line with The Open University Student Privacy Notice. The Open University will always obtain your consent before seeking further information about any disclosure from third parties.
- K5.2 Any disclosure to use an Open University service (such as careers advice) will be dealt with confidentially, and you will only be asked for the information relevant to the service you require.

For further guidance on disclosures, please refer to our <u>Supporting Students in Secure Environments</u> webpages or contact the <u>Disclosures Team.</u>

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Glossary

#### **Case Conference Panel**

A Case Conference Panel is convened at Stage 3 of The Open University Fitness to Study process to review your case where there are continuing concerns about your health, safety and wellbeing, or about your behaviours, which have not been fully resolved at an earlier Stage. The panel will comprise academic and student support staff. One possible outcome of a Stage 3 Panel meeting can be a voluntary or imposed break in study for you. Please see the Procedure section (Stage 3, Significant Concerns) of the <u>Fitness to Study Policy</u> for more information.

# **Collaborative Provision Arrangement**

An agreement between The Open University and a Partner Institution which enables Students to study for an Open University qualification through The Open University's online distance learning model with an element of face-to-face support provided by the Partner Institution.

#### Collaborative Scheme

Collaborative schemes are different to Collaborative Provision Arrangements. Collaborative schemes give students the opportunity to study subjects not currently offered by The Open University at another institution and count the credit achieved towards some Open University qualifications. Collaborative Schemes are operated jointly by The Open University and other UK universities/institutions.

#### **Credit/Credits**

A value that is related to the workload required to complete a module. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a module, so if you pass a 60-credit module you will be awarded 60 credits. Some modules have a zero-credit value where their informal forms of assessment do not meet formal quality assurance requirements.

#### Deferral

A break in study that is approved by The Open University which enables a student to stop studying and return to study at the next presentation of the module.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

#### Disclosure

To make current legal restrictions, conditions, or arrangements related to criminal convictions known to The Open University when you register or during your time studying with us.

## **Enhanced Learning Credit**

A funding method provided by the Ministry of Defence to sponsor their Armed Forces personnel to improve their education.

#### Enrolment

The process by which a Student who is registered for a qualification is allocated to a module that will be studied as part of that qualification.

# **Face-to-face Support**

The in-person element of a student's programme of study that will be provided by the Partner Institution under the Collaborative Provision Arrangement. This may include, but is not limited to, face-to-face tutorials, practical sessions and pastoral support. Details of the face-to-face element of the programme will be set out in the programme information on the Partner Institution's website.

#### **Final Enrolment Date**

The last date that a reservation can be made for a module in a specific presentation period. It will be published in the online prospectus and on <u>StudentHome</u>.

# **Independent Basis**

Studying with The Open University directly without any involvement or face-to-face delivery from a Partner Institution.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Lapse in registration

If your registration on a qualification or module lapses, you cease to be a registered Student of The Open University. A lapse in registration is not the same as the registration being cancelled by you or by The Open University.

- a) Your registration as a Student of The Open University will lapse if you do not subsequently register for a module or qualification within two academic years following the academic year in which you began study of that module. For example, if you begin study in 2024/25 academic year and do not return to study a module in the 2025/26 or 2026/27 academic years, your registration will lapse. The exception to this is if you have applied for an approved study break as set out in the <a href="Changing Your Study Plans Policy">Changing Your Study Plans Policy</a>.
- b) If you are registered for a qualification, your registration will lapse if:
  - (i) In the case of the first module presentation following your qualification registration, you do not remain enrolled on at least one module in that presentation for at least 14 calendar days after the start date of that module.
  - (ii) You do not enrol for a module that counts towards your qualification and remain enrolled for at least 14 calendar days after the start date of that module in two successive academic years unless you have formally deferred your enrolment in at least one of those years.
  - (iii) If you have not completed the qualification within the specified maximum time limit.

#### Module

A self-contained unit of teaching, learning and assessment that may be studied as a standalone course or in combination to form qualifications. Each module is assigned a credit value and a level of study.

# Ordinarily and lawfully resident

Where you are lawfully, habitually, and normally resident from choice for a settled purpose, apart from temporary or occasional absences.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

#### **Partner Institution**

A Further Education College or Sixth Form College that the Open University has entered into an agreement with to enable Students to study Open University qualifications under a Collaborative Provision Arrangement.

#### **Programme of Study**

The pathway that must be followed to be awarded a qualification. Under a Collaborative Provision Arrangement, the modules that Students must study have been carefully selected by the Open University and the Partner Institution. The modules that make up the programme of study are detailed in the programme information on the Partner Institution's website.

#### **Registered Qualification**

A qualification that you have formally registered to study and that you have enrolled on modules for and are counting credit towards.

## Registration/Registration Agreement

The process by which you become a Student of the University. Subject to these conditions you may register for a module or a qualification.

# **Teach-out arrangements**

Teach-out arrangements apply where we have given notice of a change to the structure or study requirements of a qualification, or for its withdrawal. They are the arrangements that enable Students who have registered for a qualification to complete it within the notice period before the change or withdrawal takes effect.

# **Undergraduate Student**

A Student who is either:

- registered for a module that is designated as an undergraduate module; or
- registered for a qualification that is designated as an undergraduate qualification or Integrated Master's degree. You will be an undergraduate Student even if you are currently enrolled on a postgraduate module as part of that qualification.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **Vocational Requirements**

The Senate may decide that registration for any qualification, declaration of any qualification or registration or enrolment for any module, shall be subject to:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a satisfactory Disclosure and Barring Service (or equivalent) record;
- d) being employed by a specified employer;
- e) being employed in a specified role, capacity or profession;
- f) confirmation by an authorised third-party that any specified requirements for study will be met.

Any conditions decided upon by the Senate under this regulation shall be set out in the relevant module description in our online prospectus or specific qualification regulations as appropriate.

# **Further clarification**

Please send any information or other correspondence to us electronically so we can respond to you as quickly as possible. You can also contact us by phone or post. To check the latest postal address and other contact details, please see <u>OU Offices</u>.

For more information about registration, enrolment, and fees or to change or cancel your studies, please contact:

# **Student Support Team (The Open University)**

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

Phone +44 (0)300 303 5303

Email www.open.ac.uk/contact

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# The Open University in Wales

If you are resident in Wales, you can speak to a student support advisor in Welsh or English.

The Open University in Wales

18 Custom House Street

Cardiff

**CF10 1AP** 

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

# I siaradwyr Cymraeg

Os rydych yn siarad Cymraeg a fyddai'n well gennych trafod eich anghenion drwy gyfrwng y Gymraeg, cysylltwch â'r Brifysgol Agored yng Nghymru yng Nghaerdydd os gwelwch yn dda

ffôn +44 (0)29 2047 1170

ebost wales-support@open.ac.uk

# The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

Email scotland@open.ac.uk

# The Open University in Ireland (Northern Ireland and Republic of Ireland)

110 Victoria Street

**Belfast** 

Northern Ireland

BT1 3GN

Phone +44 (0)28 9032 3718

Email northernireland@open.ac.uk or ireland@open.ac.uk

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# For new Students from outside the UK (except Republic of Ireland)

Phone +44 300 303 0266

Or email us from our website www.open.ac.uk/contact

# For more information about your residential school:

#### **Residential Schools Team**

The Open University

Berrill Building

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 (0)1908 653 235

Email residential-schools@open.ac.uk

# For more information or support to disclose legal restrictions and

#### **Conditions:**

## Student Risk Check Team and Disclosures Team

The Open University

**Berrill Building** 

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 0300 303 6789

Email Student-Risk-Checks@open.ac.uk or Sise-Disclosures@open.ac.uk

http://www.open.ac.uk/secure-environments/

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025