

Conditions of Registration

(Microcredentials hosted on the Virtual Learning Environment (VLE)) 2025/26

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Alternative Format

If you require this Conditions of Registration (Microcredentials hosted on the Virtual Learning Environment (VLE)) 2025/26 document in an alternative format please Contact Us (visit www.open.ac.uk/contact), telephone us on +44 (0)300 303 5303, or get in touch with your Student Support Team via StudentHome if you are a current Open University student.

Welsh-speaking Students and Learners are welcome to speak with a student support adviser in Welsh on +44 (0) 29 2047 1170. Rydym yn croesawy cyswllt yn Gymraeg.

Introduction

These Conditions of Registration (the Conditions) and the Registration Agreement set out the terms of the agreement between you and The Open University, to study a Microcredential course hosted on The Open University's Virtual Learning Environment (VLE). They refer to relevant Open University policies, procedures, regulations, and codes of practice, which are listed in the <u>Related Documentation</u> below. Together, these documents explain your rights and obligations as a Learner 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 to make sure all details are correct. If there is anything in these Conditions, the Registration Agreement, or any of the documents referred to that you do not understand or wish to discuss, please contact us before you complete your Registration.

A <u>list of Definitions</u> is included to explain the terms used in this document. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Learner.

For the purposes of these Terms and Conditions, you will be referred to as a 'Microcredential Learner'. For the purposes of other associated Open University policies, you may also be referred to as a Student of The Open University.

Scope

What this document covers

These Conditions of Registration apply to Microcredential Learners who register for an Open University Microcredential delivered on our Virtual Learning Environment (VLE).

They apply to your study of Microcredentials that start between 1 August 2025 and 31 July 2026. If you are studying a Microcredential on the VLE that started before 1 August 2025 or is due to start after 31 July 2026 you should refer to the Conditions of Registration for the relevant academic year.

All other Students and Learners not covered by these Conditions should refer to the Student Policies and Regulations webpage to access the Conditions of Registration that applies to them. If you need any help, please contact us.

Support and Information

How to contact us

If you have any queries about these conditions and how to interpret them, please Contact Us. To check our contact details, please see Open University Offices. Welsh-speaking Learners are welcome to speak with a student support adviser in Welsh on +44 (0) 29 2047 1170.

Your Student Support Team

Your Student Support Team phone number and email contact can be found on StudentHome or Help Centre Your contacts.

Student Fees (England)

Phone +44 (0)1908 653411

or e-mail Studentfees@open.ac.uk

Student Risk Checks Team and Disclosures Team

The Open University

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 0300 303 6789

Email: Student-Risk-Checks@open.ac.uk

Email: Sise-Disclosures@open.ac.uk

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

Your Nation Office

To check the latest contact details please see Open University offices.

If you are a Learner in Ireland, Wales or Scotland please contact your Nation Office:

The Open University in Ireland

110 Victoria Street

Belfast

BT1 3GN

Phone +44 (0)28 9032 3718

The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

The Open University in Wales

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

Rydym yn croesawy cyswllt yn Gymraeg.

Bullying, Harassment & Sexual Misconduct

We are dedicated to fostering a welcoming and inclusive environment for everyone; for this reason, we do not tolerate bullying, harassment, or sexual misconduct. We are committed to investigating issues of concern and will take appropriate disciplinary actions when necessary to ensure that our students and staff feel safe and respected when working with one another.

Information, support tools and resources for students and staff are available through the webpage <u>Bullying</u>, <u>harassment & sexual misconduct: it's never OK</u>. Through this page you can also report any concerns about bullying, harassment or sexual misconduct that you have experienced or have witnessed.

Reporting Bullying and Harassment

The Open University is committed to creating a diverse and inclusive environment where everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. We encourage students, learners, visitors and staff to report incidents of assault, bullying harassment, hate crime or sexual harassment through Report + Support. This platform also provides information about what you can do if you or someone you know experiences such incidents, and where you can find support.

Section A: Your agreement to register as a Microcredential Learner

A1. The terms of the agreement

- A1.1 Your legal agreement with The Open University will come into effect when we formally confirm in writing (by letter or email) that we have accepted your application to register as a Student of The Open University.
- A1.2 During the registration process, we will send you a Registration Agreement to confirm your personal details and the details of the module on which you have registered to study.

- It is your responsibility to make sure that all details on the Registration Agreement are correct and keep us informed of any relevant changes.
- A1.3 Not all Open University Microcredentials and/or Microcredential-only qualifications are available to study under the age of 18. To find out whether you are eligible to study your chosen Microcredential, please contact the Young Applicant Team. If you will be under the age of 18 on the start date of any Microcredential for which you are enrolling or registering, you will only be accepted as a Learner in accordance with the Policy for the admission of applicants under the age of 18.

To register for your chosen module, you must contact the <u>Young Applicant</u>

Team at least six weeks (for under 16s) or at least four weeks (for those between 16 and 18) before its Final Enrolment Date. However, please allow more time over our closure periods such as Christmas holidays. Your registration or enrolment will be subject to any specific arrangements that were identified when granting you permission to study, and to any additional terms or conditions required under <u>Section A3</u>.

- A1.4 The Open University Senate may make changes to rules, regulations, policies, and procedures as well as to individual Microcredentials and Microcredential Qualifications as set out in Section A7 of this document. 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, and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- A1.5 It is your responsibility to ensure that the qualification or Microcredential you are registering or enrolling to study is recognised by the appropriate professional body or employer and/or country in which you intend to use that study. It is also your responsibility to ensure that qualifications that are studied by distance learning are recognised by the appropriate professional body or employer and/or country in which you intend to use that study.

A1.6 These Conditions, the Registration Agreement, and our rules, regulations, policies and procedures referred to within them 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.

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

- A2.1 You are required to disclose any relevant, unspent criminal convictions either when you register to study with us, or at any point that you become subject to a criminal conviction during your studies.
- A2.2 If you disclose a relevant, unspent criminal conviction with us during your studies, your access to our online systems will be temporarily removed whilst your disclosure is processed. Due to the length of Microcredentials and the time it takes to undertake a risk assessment, you will be unable to complete your Microcredential whilst this takes place. We will therefore cancel your registration for the Microcredential and any fees you have paid will be refunded to you.
- A2.3 Depending on the outcome of the disclosure process, either:
 - a) We will determine that your unspent criminal conviction would not interfere with your ability to complete one of our Microcredentials. In this case, we will contact you and process your registration for a later presentation of your Microcredential.
 - b) We will determine that your unspent criminal conviction would interfere with your ability to complete our Microcredentials. In this case, we will contact you and discuss any alternative options that are available within our Students in Secure Environments (SiSE) curriculum.
- A2.4 If you have already submitted some assessed work as part of your

 Microcredential at the point of cancellation (as part of the disclosure process),

 you will not be permitted to 'bank' (i.e. carry forward) this assessed work should

- you decide to return to study the same course. This is because assessment banking is not available on Microcredentials.
- A2.5 For more information on what the disclosure process includes, as well as how to tell us about disclosure, how this may affect your studies, and/or how to access help or advice, please see Section K: Disclosing criminal convictions, legal restrictions, and conditions.

A3. Complying with statutory responsibilities

A3.1 Health and Safety

We have a duty to protect the health and safety of our Learners, Students, staff, contractors, and members of the public. This includes statutory duties and obligations to safeguard children, young persons and at risk or protected adults under the Equality Act
2010 (for England, Scotland and Wales), Section 75 of the Northern Ireland Act 1998 for Northern Ireland; or any other statutory duty or obligation. We 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.

A3.2 Safeguarding Duty

To fulfil our Safeguarding duty (in line with our <u>Safeguarding Policy</u>), our employees or agents have a statutory obligation to disclose relevant information to the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services). This information might be disclosed to us through any of the communication methods listed in <u>Section G: How we will communicate with you</u>.

A3.3 Prevent Duty

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

A4. Registration

Registration requirements

- A4.1 Your legal agreement with us will come into effect when we formally confirm (by letter or email) that we have accepted your application to register as a Learner 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 any additional requirements for registration onto the Microcredential as set out on our website
 - c) if applicable, you have met the requirements for registration for a qualification set out in the specific regulations governing your qualification;
 - d) if applicable, you have disclosed any legal restrictions or conditions under <u>Section A2</u>;
 - e) you have met any additional conditions applied to your study under Section A3;
 - f) you have paid the relevant fee or provided an approved payment method (see Section B1.2 for a list of approved payment methods);
 - g) if you are under 18, you have been accepted to study under the <u>Policy for</u>
 the admission of applicants under the age of 18;
 - h) you have met any additional residence requirements or provided required evidence as detailed within Section A5;
 - you have not been suspended or excluded from participating in study or expelled from The Open University;

- A4.2 you must not register for Microcredentials and/or modules that are worth a total of more than 120 credits within one academic year unless prior approval has been given. Exceptional approval for study of more than 120 credits will only be considered if it is necessary to complete a qualification within the study time limits or due to maladministration by the Open University, and applications must be supported by a written statement and study plan.
- A4.3 Some Microcredentials may require you to create an account with a third-party site so that you can participate in and complete the course. There is no additional cost to do this. If this is a requirement for your chosen Microcredential, it will be made clear on the course web page. If you have any questions, please contact us.
- A4.4 You will be required to enrol and register for each new Microcredential or Microcredential-only qualification that you study at The Open University.
- A4.5 Please note that any additional registration requirements that are applicable for your Microcredential-only qualification will be presented on the online prospectus and will be available within the specific qualification regulations (available on the online prospectus and via StudentHome once you are registered for a qualification)

Duration of registration as a Student

- A4.6 You will remain a registered student of The Open University for two academic years from the start date of any Microcredential you study. If you have applied for an approved study break as set out in the Changing Your Study Plans (Microcredentials on the VLE) policy, the period of registration will be extended accordingly.
- A4.7 If you are registered for a Microcredential-only qualification, you are a registered Student of The Open University during the period you remain registered for that qualification, unless your registration lapses under the conditions in clauses A4.7 A4.11.

Lapse in Registration

- A4.8 If you are registered for a Microcredential module, your Microcredential-only registration as a Student of The Open University will lapse if you do not subsequently register for a module within two academic years following the academic year in which you began study of that module, unless you have applied for an approved study break as set out in Section 3) and 4h) of the Changing Your Study Plans (Microcredentials on the VLE) Policy.
- A4.9 If you are registered for a Microcredential-only qualification, your registration for a qualification will lapse if:
 - You do not remain enrolled (for at least 14 days after Microcredential start)
 on your first Microcredential towards your qualification.
 - b) You do not enrol on a Microcredential (and remain on it until at least 14 days after Microcredential start) for at least two consecutive academic years.
 - c) If you have not completed the qualification within the specified maximum time limit.
- A4.10 Having an approved study break will prevent lapsing for that specific Academic Year.
- A4.11 If your registration for a Microcredential-only qualification lapses, you will no longer be able to count credit towards it or enrol or register on Microcredentials which are only available within it, and you will no longer receive any information about qualification changes or withdrawals.
- A4.12 You may re-register on a Microcredential-only qualification following a lapse by following the regulations and procedures in force at the time of your re-registration. We will maintain your record of study and if you are eligible to do so under the regulations and time limits in force at the time of your re-registration, you may be able to count any credit you have been awarded in an earlier period of study to an Open University qualification.

A5. Residence requirements

- A5.1 We are only able to sponsor a Student visa for Postgraduate Research Degree Students. This means that we are unable to sponsor your Student visa if you register to study a Microcredential-only qualification.
- A5.2 If you are currently resident in the UK on a standard visitor visa (excluding asylum seekers) which permits you to study with us whilst you are resident in the UK, but which only allows a stay in the UK for up to six months at a time, you will only be eligible to:
 - a) register on a qualification that is available for study in the country in which you are <u>ordinarily resident;</u> or
 - b) register or enrol on a Microcredential that is available for standalone study within the UK, if you will be resident in the UK when the Microcredential starts and for at least half of the duration of the Microcredential.

If you do not meet these criteria, we reserve the right not to allow you to register until you return to your permanent country of residence.

- A5.3 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, we may restrict your registration or enrolment to Microcredentials studied on a standalone basis until you have secured a visa that meets our requirements. If you have not previously studied with us, or your visa does not allow study in the UK, we reserve the right to only allow you to register once you have secured a visa that meets our requirements.
- A5.4 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), we may need to restrict your registration or enrolment to standalone Microcredentials, until you have a visa that meets our requirements.

If you have not studied with us before or are moving to a new qualification and are still awaiting the outcome of your asylum application (including those with an Application Registration Card (ARC)), we reserve the right not to allow you to register until your asylum seeker status or visa meets our requirements.

- A5.5 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 A5.3 above, or you are an asylum seeker with restrictions on the length of your stay within the UK and you meet the requirements in A5.4 above, you may be required to supply additional evidence, as required by UK Visas and Immigration (UKVI) before you can study certain subjects. We are 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, we may be unable to accept your registration on to your chosen Microcredential(s) or be unable to permit you to attend face to face study events. 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.
- A5.6 If you are not resident in the UK, you may only register or enrol for a Microcredential that is available to study in your country of residence. You may only register for or declare a qualification (see Definitions) where there are sufficient Microcredentials available (including all compulsory Microcredentials) to enable you to complete that qualification. You will need to meet any restrictions imposed on you by the education authorities in the country where you are resident before we can accept your registration on your chosen Microcredentials or qualification.
- A5.7 When you register, you must provide your home address. If you live outside the UK, you should only give us your work address or 'care of' (c/o) address if you have been granted exceptional permission by us to do so. This allows us to accurately assess the curriculum available to you.

- If you are unsure or would like to seek exceptional permission to use a work or 'care of' (c/o) address, please contact us.
- A5.8 If your place of residency is the UK, but you are temporarily resident outside the UK, you may need to give an address in the UK for delivery of any required study materials and arrange for the materials to be forwarded at your own cost. If you wish to use a British Forces Post Office address, you will also be required to provide an additional address for delivery of materials. If you would like to seek advice, please contact us.
- A5.9 The following Condition only applies to individuals planning to study with us when resident (temporarily or permanently) outside of the UK and Republic of Ireland. You may be required to access Open University digital services to support your study of your Microcredential. In most cases, the ability to sign in to your student account and use all digital services will be fully accessible. However, in a small number of geographical locations, access may be restricted or only permissible with the use of a VPN (Virtual Private Network). If you are planning on studying with us from outside the UK and Republic of Ireland, please see our guidance "Help with signing in to Open University systems" for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact us.
- A5.10 We are not responsible for which VPN provider you opt to use to sign into Open University digital services. It is your responsibility to ensure the VPN provider you use is compatible with the location you are in or intend to travel to. It is also your responsibility to ensure you are aware of any legal requirements or restrictions in the location you choose to study in when using a VPN to access your studies.
- A5.11 If you find you are unable to access your Microcredential via a VPN because of restrictions that are in force in your place of residency, then you will be offered a full refund. This is limited to locations where VPN access is either prohibited or restricted by law. If you are unsure how this will affect your studies, please contact us.

- A5.12 If there are VPN providers available in your place of residency (albeit with a limited service), it is your responsibility to ensure that you make use of these VPN providers when studying. If you are unsure how this will affect your studies, please contact us.
- A5.13 A refund will not be provided in the event of any technical issues that may arise with your VPN.
- A5.14 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online either by arranging to have access via a suitable VPN provider, or by you downloading materials before travelling. Not all Microcredentials permit the download of all materials. Please check your course website in respect of whether you are permitted to download course materials. Prior to enrolment on the course, you must ensure you have read and understood whether you are able to download these materials before you travel.

If you are unable to download materials, you accept it is your responsibility to ensure that you can access your study materials online through a suitable VPN provider. If you are unsure how this will affect your studies or whether you are able to download your Microcredential materials, please contact us.

A6. Personal information

- A6.1 The personal information we have collected from you is shown in the profile section of your <u>StudentHome</u> website (whilst you are a registered and current Open University Learner). 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 us, the personal information that you have supplied to us, or that has been created as a result of your study will be used, processed and retained in accordance with our Student Privacy Notice.
- A6.3 It is important that the information we hold in our records is correct because we use it to process your registration, keep in touch with you, support you in your studies, and provide services and facilities.

It is your responsibility to keep your personal information up to date and to notify us without delay if you change your name, contact details, or the country where you are resident or ordinarily resident. If you do not notify us of any changes or errors to your personal information this may affect your ability to continue studying with us in line with Clause E3.1a. 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.

- A6.4 If you are awarded any Open University qualification or certificate upon the successful completion of your Microcredential, your certificate will be issued in the name that we hold in our records for you at the point when you successfully completed your Microcredential.
- A6.5 A certificate will only be amended or reissued in a different name after the date your qualification is conferred if:
 - i) an error was made by us when recording your personal details; or
 - ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the <u>Gender Identity Policy and Guidance</u>; or
 - iii) we approve an application for a change of name on public safety grounds.

A7. Our right to make changes

A7.1 Changes to regulations

A7.1.1 The <u>Academic Regulations (Taught Courses)</u> sets out the circumstances in which we may make changes to regulations, rules, curriculum or qualifications..

Our <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.

How changes will be made

Where changes to our regulations, rules, curriculum or qualifications are necessary, we will give reasonable notice of the changes that need to be made and when they will take effect.

Our <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

- A7.2.1 We will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside our 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 studying.
- A7.2.2 The reasonable steps we may need to take to mitigate the above circumstances may include making short term changes to learning, teaching or assessment arrangements such as having 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 (this is not an exhaustive list).
- A7.2.3 In circumstances where we are impacted by industrial disputes, we will always seek to mitigate any impact upon your learner experience. When we are made aware of future industrial action, we will make you aware of any potential impact upon your studies and the support that is available to you. We will work with staff and the Unions to seek a resolution to any such disputes.

- A7.2.4 Subject to clauses A7.2.5 and A7.2.6 and provided that we have taken all reasonable steps to mitigate the impact of any industrial dispute or other circumstance outside our reasonable control in accordance with clause A7.2.3, we will not have any liability to you for any failure to provide services to you as described in full or in part.
- A7.2.5 If any circumstance outside our reasonable control results in the complete inability to deliver your Microcredential-only qualification or Microcredential for a continued period of 6 weeks or more, then you will be entitled to:
 - i. interrupt your studies, if you are currently registered on your
 Microcredential-only qualification or Microcredential; or
 - ii. terminate your agreement with The Open University with immediate effect by contacting your Student Support Team by email or in writing.
- A7.2.6 If you terminate your agreement with us as described in Section A7.2.5ii), you may be entitled to a full or partial refund of any tuition fees you have paid and/or compensation depending on the circumstances.

A7.3 Maintenance of academic standards

- A7.3.1 We may suspend or cancel registrations and enrolments for a Microcredential if we are unable to guarantee academic standards at the start date of the Microcredential:
 - i. in the case of the first presentation of a Microcredential, where notice has been given during Registration that the Microcredential is either subject to external assessor inspection, 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 Microcredential starts; or
 - ii. for any other Microcredential, 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 Microcredential 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 Microcredential since registration opened for that academic year that we are unable to resolve before the Microcredential starts.
- A7.3.2 We 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.

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

A7.4.1 We may have to postpone, re-structure or cancel learning activities, and other teaching sessions or assessments due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action on the part of our staff or individuals external to the University, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities, platform, or materials. We will try to inform you of any such changes as early as possible and provide reasonable alternative arrangements wherever practicable. If we are impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section A7.2.

A7.5 Limiting places available for registration

- A7.5.1 There may be occasions where we need to restrict the number of places available to study a Microcredential at a particular start date. This could be for several reasons, such as limited Mentor availability or limited availability of study resources.
- A7.5.2 We will endeavour to resolve issues to enable all interested Learners to study a Microcredential at a particular start date, however where this is not possible,

- Learners may be asked to consider studying an alternative Microcredential or an alternative start date.
- A7.5.3 If the maximum capacity is reached before the Final Enrolment Date, we will administer a waiting list. Places will be allocated as and when they become available to Learners on the waiting list, 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 and any time limits (if applicable), as well as alternative study options available to you. Learners on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.
- A7.5.4 If you have been placed on a waiting list, there is no guarantee that you can continue to follow your chosen study order, or at your intended study intensity. You will be provided with advice and guidance on options available to you by the Student Support Team.

A7.6 Changes to Microcredentials and Microcredential-only Qualifications Changes to Microcredentials

- A7.6.1 We will not normally make changes to a Microcredential on which you are enrolled or registered.
- A7.6.2 If a change is made to a Microcredential on which you are enrolled or registered, you will be given as much notice as possible. If there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that Microcredential without penalty.
- A7.6.3 A change to a Microcredential on which you are registered or enrolled will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.
- A7.6.4 Microcredentials on which Learners are not yet enrolled or registered may be changed or withdrawn at short notice.

Changes to Microcredential-only Qualifications

- A7.6.5 We continually seek to enhance our Learners' experience and ensure that our Microcredentials and Microcredential-only qualifications remain valid, relevant, and current. The Microcredentials that are made available in the future will reflect this and may therefore not include the same subject content, teaching or assessment methods as those available at the start of your Microcredential-only qualification. Microcredentials on which Learners are not yet registered or enrolled may also be amended in line with any of the circumstances referred to in Clause A7.2.1.
- A7.6.6 In line with this aim, and in any of the circumstances referred to in <u>Clause A7.2.1</u>, we may make changes to the structure of our qualifications. These may include the balance between core options and free choice Microcredentials, the balance between types 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.
- A7.6.7 Where a Microcredential-only 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.
- A7.6.8 If you are unable to complete your Microcredential-only qualification within the notice period, you can <u>contact us</u> to obtain advice and guidance to determine whether you are able to move to another similar qualification.

A7.7 Withdrawal of a Microcredential-only Qualification

A7.7.1 We may withdraw Microcredential-only qualifications that cease to meet our requirements of ensuring courses remain valid, relevant and current. We may withdraw a Microcredential-only qualification if it or its constituent Microcredentials have become uneconomic to offer, or if there is a strategic decision to change the curriculum offered or how it is delivered. If we need to withdraw a qualification that you are registered for or have declared the

- intention to complete, 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 Microcredentials. If the withdrawal period is shorter than the qualification time limit, then the withdrawal date will override the qualification time limit.
- A7.7.2 Except in the circumstances set out in A7.9b, 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 (60 credits per year) assuming you do not defer or fail any Microcredential or take a study break. This may require you to study at a higher intensity than you have previously.
- A7.7.3 If you will not gain sufficient credit to be awarded your Microcredential-only qualification by the withdrawal date, you will not be able to complete it. You can obtain advice and guidance from your Student Support Team who will advise you if your existing credit can be counted towards a different qualification.
- A7.7.4 We will manage any withdrawal of a Microcredential or Microcredential-only qualification in accordance with our Academic Regulations and Student
 Protection Plan. Where appropriate, we will offer compensation and/or refund in accordance with our Refund and Compensation Policy.

A7.8 Microcredential-only qualifications accredited by a Professional, Statutory or Regulatory Body

- A7.8.1 If your Microcredential-only 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) or withdrawal of qualifications (A7.8):
 - a. you will be awarded the qualification with accreditation if you have achieved the required credit.

- any notice period we give you may be reduced to comply with the requirements of the relevant body for the change to be made in a shorter period.
- c. If accreditation is withdrawn or is not renewed before you complete your studies, we will contact you to explain your options, and the Student
 Protection Plan will apply.

A8. Complaints and Appeals

- A8.1 We have a <u>Student Complaints and Appeals Procedure</u> which you can use to raise any concerns. We are a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- A8.2 We also have a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document "Welsh Language Standards Dealing with Complaints and Comments".

Section B: Your fees

B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a Microcredential Learner with us, you agree that you will pay the tuition fees and other charges which are due in respect of your studies. The tuition fee you agree to pay is shown in the Registration Agreement or registration confirmation. By applying to study at The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges that may be due to us 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 fees and charges, when they are due, and how they can be paid before you register. If you need more information, please contact us.
- B1.2 Payment of, or arrangement to pay your fees, must be in place by the <u>Final</u>

 <u>Enrolment Date</u> for your Microcredential. The payment methods we accept,
 depending on personal circumstances and eligibility, are:

- Bank Transfer
- Credit/Debit Card
- Enhanced Learning Credits
- Government funding
- Personal cheque/Postal Order
- Sponsorship
- Third-party payment by credit/debit card
- B1.3 Payment via The Open University Student Budget Accounts Limited (OUSBA) is not permitted for Microcredential courses.
- B1.4 The tuition fee covers all Microcredential materials and assessment for the course(s).
- B1.5 There may be extra costs in addition to the tuition fee, such as a suitable computer and internet access.
- B1.6 If you are not paying for your fees at the time of registration, we may accept an alternative approved payment method, such as by a sponsor. You are normally required to have secured agreement to pay your fees by an alternative method before we will accept your registration.

B2. Your liability for fees

- You are normally required to have either paid or secured an agreement to pay your fees by an alternative method approved by us before we will accept your registration. We may however accept your registration before an approved payment method has been secured, conditional upon you having taken and/or agreeing to take all reasonable steps to secure that payment method within a reasonable time, as specified by us.
- 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 We will only accept Enhanced Learning Credit Claim Authorisation Notes (CAN) where the tuition 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 registering to study a Microcredential-only qualification, you only become liable to pay fees as you register for each Microcredential. If you do not complete or pass all the Microcredentials required to achieve a qualification, you will not be entitled to receive any refund of fees you have paid for previously completed Microcredentials.
- B2.5 If you are registering to study a standard qualification (containing a mixture of Microcredentials and Open University standard modules), you should refer to Section B2 'Your liability for fees' within the Conditions of Registration relevant to the academic year of your study.
- B2.6 Except where you have a right to cancel your course registration as referred to in <u>Section E1 "How to Cancel or Withdraw your registration"</u>, there will be no refund of fees if you wish to end your Microcredential studies.
- B2.7 Failure to engage with the course content and/or learning activities, and failure to submit assessments (including late submissions where they will no longer be accepted by us for marking), does not entitle you to a refund of fees.

B3. Failure to pay fees and charges

- B3.1 If you do not pay your fees or provide an approved payment method at the time of registration, we will not accept your registration or enrolment unless Clause B2.1 or B2.2 ("Your liability for fees") applies.
- B3.2 If you are permitted to register or enrol under Clause B2.1 and you fail to secure an approved payment method within the time we have 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.

- B3.3 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. We 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.
- B3.4 If we have accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn, we will cancel your registration even if you have started studying.
- B3.5 If your registration or enrolment is cancelled under Clause B3.2 or B3.4, you will remain personally liable to us 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 us and we will take action to recover that debt in line with our Student Debt Policy.
- B3.6 If you are required to pay any other charges in connection with your studies, 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 our discretion, they are provided and the charges remain unpaid, you will be in debt to us and we will take action to recover that debt in line with our Student Debt Policy.
- B3.7 If you cancel your registration or your registration is cancelled, you will remain personally liable to us for all the fees which are due up to the date of the cancellation. If you do not pay those fees, you will be in debt to us.

B4. Consequences of not paying your fees or additional charges

B4.1 If you do not pay your outstanding fees or other charges, including any further fees and other charges that may be due, i.e. all manner of debt which includes academic and <u>non-academic debt</u>, we may take all reasonable steps including legal action to recover those fees and other charges from you in line with our Student Debt Policy.

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

- B4.2 If you are in debt to us for your tuition fees or other academic charges (academic debt) we may, in addition to Clause B4.1:
 - a) cancel your registration or enrolment at any time as detailed in <u>Section E2:</u>
 <u>"Our right to cancel your registration".</u>
 - b) only permit you to undertake further study with us 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.
- B4.3 If, at our discretion, we continue to provide tuition, facilities, or services or allow further registration or enrolment to Learners who are in debt to us, we reserve the right to take the actions mentioned above at a later date.

Section C: Your Microcredential or Microcredential-only qualification

This Section comprises two subsections; you should read the one that applies to you. If you need any help, please <u>contact us</u>.

• C1 Learners who are studying individual Microcredentials

C2 Learners who are registering or registered for a Microcredential-only qualification

Students registered on a standard undergraduate qualification, or have declared a postgraduate qualification (which contain both Microcredentials and standard Open University modules) should refer to Section C within the <u>Conditions of Registration</u> (Taught Courses).

C1. Learners who are studying individual Microcredentials

C1.1 Who this section applies to

This section applies if you are studying an individual Microcredential.

C1.2 Counting Microcredential credit towards a qualification

Microcredentials are designed to be studied individually. You may also be able to count achieved Microcredential credit along with Open University module credit towards an Open University qualification as set out in the <u>Academic Regulations (Taught Courses)</u>. If you wish to link your Microcredential credit to a qualification, you must <u>contact us</u> to check your eligibility and whether you are required to meet any qualification entry requirements for that qualification, before either registering for, or declaring that qualification.

C2. Learners who are registering or are registered for a Microcredential-only qualification

C2.1. Who this section applies to

This section applies to the registration of a Microcredential-only qualification.

C2.2 Your registered Microcredential-only qualification

a) Your registered qualification is shown in the Registration Agreement and on StudentHome whilst you are a current Open University Learner. We will provide you with the opportunity to enrol for the Microcredentials required to achieve your registered Microcredential-only qualification.

We do not however guarantee that any Microcredential(s) shown in the published information for your intended qualification will remain available in the future. Section A7.6 outlines how we may make changes to Microcredentials.

b) During the enrolment process, you may be asked to make choices of the Microcredentials you want to study or the qualification(s) you want to complete. The choices you make may restrict the Microcredentials you can enrol for, as you progress through your Microcredential-only qualification.

C2.3 Time limits for completing your Microcredential-only qualification

- a) We may set a time limit for you to complete your Microcredential-only qualification. If you have not completed your qualification before this time limit expires, your qualification registration will lapse in accordance with clause A4.8 c). If this happens, we will maintain your record of study and you may subsequently register on a Microcredential or a new qualification, if eligible, by following the rules in place at the time.
- b) If notice has been given that your Microcredential-only 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 A7.7</u> for more information.

C2.4 Classification of Microcredential-only qualifications

If your Microcredential-only qualification can be awarded with a classification, this will be automatically awarded in accordance with the relevant Open University scheme of classification. This will be set out in the Microcredential-only qualification regulations (available on the online prospectus and via StudentHome once you are registered for a qualification).

Section D: Your learning

D1. Registering and studying your Microcredential

- D1.1 When you have met the registration requirements and we have confirmed that your application to register has been accepted, you will be registered on the Microcredential shown in the Registration Agreement. You will be able to access the Microcredential content and learning activities on the Microcredential start date.
- D1.2 When you are registered on your chosen Microcredential course shown in the Registration Agreement, you and The Open University each share responsibility for learning and commit to upholding the highest standards of academic integrity.

D1.3 You agree to:

- a) study the learning materials, participate in the learning activities, and submit the course assessment (if applicable) at the time and in the manner specified;
- b) submit work that is your own. If we suspect that you have submitted someone else's work, or have engaged in other dishonest academic behaviour, we may need to take action under the Academic Conduct Policy;
- comply with our <u>Code of Practice for Student Discipline</u> which sets out behaviour that may be considered unacceptable and the action we may take in response;
- d) engage with our <u>Fitness to Study Policy</u> if requested. The policy aims to support you with your study goals if you have faced difficult circumstances during your studies, that has affected your behaviour and the way you interact with our community and raises concerns with us about your health, safety or wellbeing;
- e) conform with the relevant Code of Practice or ethics (detailed in our <u>Fitness to Practise Procedure</u>) if you are studying Microcredentials towards a professional programme that is governed by a Professional, Statutory, or Regulatory Body.

If you do not abide by the relevant code of practice or ethics, the Fitness to Practise Procedure will be followed. This could lead to your registration being withdrawn by your regulatory body, or us not recommending you for registration.

D1.4 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 students, learners, visitors, and staff to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using the Report + Support online tool. The 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 learning materials and course resources. These may include learner support, materials, and assessments as described in the Microcredential description in the online prospectus and on StudentHome;
- c) use our academic judgement to determine to what extent, if any, you have met the learning outcomes of the Microcredential(s);
- d) accept work submitted in Welsh. Your work, whether written in Welsh or English, will be treated no less favourably;
- e) give you access to our Computing Helpdesk to support you with your studies.
- D1.5 As a Microcredential Learner, you are eligible for a deferral of your study, but are not eligible for a resit/resubmission of any assessment. If you are unable to submit your assessment on time and/or are unable to continue with your Microcredential, you must contact us and formally request a deferral following the rules within Section E: Cancelling or Withdrawing your Registration.
- D1.6 We do not provide Careers and Employability support for Learners studying individual Microcredentials or Microcredential-only qualifications.

- However, Learners registered on a standard qualification will be entitled to Careers and Employability support.
- D1.7 As an Open University Microcredential Learner, you agree only to access the services that you are prompted to use through your Microcredential content.

D2. Assessment

- D2.1 We will apply academic judgment to determine the extent to which you have met the learning outcomes of the Microcredential(s).
- D2.2 Microcredential Learners have the right to submit written work in Welsh. Work submitted in Welsh will be treated equitably to work submitted in English.

D3. Telling us about a disability

D3.1 If you have told us about a disability that might affect your studies or assessment, you must provide us with any further information we ask of you, so that we understand what reasonable adjustments may be required under by providing us with any further information we request from you, will allow us to get a greater understanding of what reasonable adjustments may be required under the Equality Act 2010 (for England, Scotland and Wales), and both the Disability Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004 and Section 75 of the Northern Ireland; or any other statutory duty or obligation.

Section E: Cancelling or Withdrawing your Registration

E1. How to Cancel or Withdraw your registration

E1.1 To cancel your registration or enrolment on your Microcredential or Microcredential-only qualification, you must inform us of your decision by letter, email, or by telephone. Full details are in Changing Your Study Plans
(Microcredentials on the VLE).

If you do not cancel by following this policy, you will not be eligible for any fee refunds, even if you have not participated, or you stop participating in learning or assessment activities.

- 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 on a Microcredential
 or Microcredential-only qualification, you should not proceed with
 completing your registration agreement. If we have sent you a printed
 Registration Agreement, please do not sign, alter, or return it. Please
 contact us to tell us you no longer wish to proceed, and we will cancel your
 application.
 - b) Cancelling your Microcredential and/or Microcredential-only qualification 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 Microcredential 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 us to tell us you wish to cancel your Microcredential and/or Microcredential-only 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 Microcredential.
 - c) Withdrawing from your Microcredential and/or Microcredential-only qualification more than 14 calendar days after registration

 If you withdraw after 14 days following the date of registration, you must follow Changing Your Study Plans (Microcredentials on the VLE). Your eligibility for a fee refund is set out in this policy.

- E1.3 If you withdraw from your Microcredential-only qualification, you will not be withdrawn from any Microcredentials(s) that you are registered or enrolled for unless you expressly request to withdraw from this course as well.
- E1.4 If you withdraw from a Microcredential, you will not be withdrawn from any Microcredential-only qualification that you are registered for unless you expressly request this, unless the Microcredential withdrawal means that your qualification registration lapses as per clauses A4.7 A4.11.
- E1.5 If you withdraw from a Microcredential, you may not participate in any learning or assessment activities for that Microcredential after the date of withdrawal.

 Please note that Assessment Banking is not available on Microcredentials.
- E1.6 Please note that a lapse in your Microcredential-only qualification registration means your registration will be cancelled and you will cease to be a registered Learner of The Open University. If you do not remain enrolled on at least one Microcredential from the first Microcredential start date following your qualification registration until at least 14 calendar days after the Microcredential begins, your qualification registration may be cancelled in accordance with Section A4.8a) or Section A4.8b).

E2. Our right to cancel your Registration

- E2.1 We may cancel your Registration at any time if:
 - a) we find that you have given us 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":
 - you have not complied with a requirement of the conditions of your registration (for example, you have not returned the requested evidence or the evidence you returned did not successfully meet the specified entry requirements);
 - c) you fail to meet any academic or administrative requirements shown in the Microcredential or qualification description;

- d) 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;
- e) you were required to make a supplementary agreement and you have failed to complete such an agreement;
- f) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
- g) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
- h) you are suspended, excluded or expelled from study by The Open
 University (or from a subsidiary organisation) as a result of a breach of the
 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
 following a Fitness to Study Stage 3 Case Conference Panel in
 accordance with the Fitness to Study Policy;
- 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 we specify;
- j) we are no longer able to deliver the services you require to complete your study from your geographical location, or we find that the Microcredential is not available for study in the country in which you are resident;
- 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> (SD1.4c, SD2.4 and SD2.5.1).
- following a disclosure of a criminal conviction, legal restrictions, or conditions, we determine that your choice of Microcredential or

- qualification is not offered as part of the Students in Secure Environments (SiSE) curriculum;
- m) your registration for a Microcredential qualification lapses in line with clause A4.8.

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

- E2.2 If we cancel your registration for a Microcredential, you will no longer have access to the learning materials and course resources, and you may not participate in any learning or assessment activities after the date of cancellation.
- E2.3 If your registration is cancelled under Clause E2.1c, E2.1e or E2.1f after the Microcredential start date because you have not met the entry requirements of the Microcredential or qualification, you may be entitled to a full or partial discretionary fee refund/fee waiver of those Tuition Fees unless this is due to a default on your part. Please refer to the Fee Rules for more information.
- E2.4 Cancellation of your Registration does not prevent later registration for a different Microcredential or Microcredential-only qualification.

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

- E3.1 We may cancel your Microcredential registration and/or your qualification registration if you have ceased to meet one or more of the following conditions where this is a requirement of the Microcredential and/or Microcredential-only qualification:
 - a) fitness to practise a specified profession, in line with our <u>Fitness to</u>
 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 us if, at any time while you are a registered Learner, you cease to meet any of these conditions that apply in connection with your studies.
- E3.3 If your Microcredential registration is cancelled because you have not met one or more of the conditions specified as an entry requirement, you may be entitled to a fee refund or fee waiver at our discretion.
- E3.4 If your qualification registration is cancelled under Section E3, but your Microcredential registration is not cancelled, you may continue to study that Microcredential and be awarded credit for it.
- E3.5 If your qualification registration is cancelled under Section E3, this does not prevent later registration for a different Microcredential or Microcredential-only qualification.

Section F: Computing

F1. Your Open University computing account

- F1.1 We will provide you with a secure Open University computing account for the duration of your studies with us; it is your responsibility to keep your account secure and confidential.
- F1.2 When you register to study with us, you agree to comply with our <u>Student</u> <u>Computing Policy</u> and <u>Student Social Media Policy</u>.

F2. Keeping your account secure

- F2.1 You must notify our Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972 or by emailing <u>OU-Computing-Helpdesk</u> if you think the security of your account has been compromised.
- F2.2 If you do not comply with Clause F2.1, you may be held responsible for any fraudulent activity where someone else accesses your account, either because

they have been given your sign-on credentials or have obtained your sign-on credentials by other means, and you haven't informed us.

F3. Sharing information in online activities

F3.1 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 our staff who have a need to see the information concerned. For further information please see the Student Computing Policy.

Section G: How we will communicate with you

We know that good, clear communication is important, especially when you study at distance. This section explains how we will communicate with you.

Please note it is your responsibility to regularly check your email, <u>StudentHome</u>, and Open University websites (see G1, G2, and G3 below), as each may be used to post important and relevant information about your studies that may not be sent via any other media.

G1. By email

- G1.1 You must provide us 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 StudentHome.
- G1.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and your studies by email. It is also your responsibility to manage any junk mail filters on your account to ensure that our emails reach you. You must ensure that your inbox has sufficient space to receive messages from us. We will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

G2. Through StudentHome

G2.1 Your Open University computing account will include access to a personalised Open University website called StudentHome. It displays details of the personal information we hold about you, your study record, and related resources. It is also used to post general messages that will be relevant to you.

G3. Through Open University websites

G3.1 We will provide you with access to Microcredential VLE sites, which will allow you to access learning materials and other course resources and may be used to post messages about your study. These sites may also be used to post messages about your course. Please note that access to your course website will be removed if your registration status has lapsed (in line with Clause E2.1) or if you cancel or withdraw from the Microcredential.

G4. Microcredential Learners living in Wales

G4.1 If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your <u>StudentHome</u> profile.

G5. By phone

G5.1 We may monitor and record your phone calls with us to make sure that we have carried out your instructions correctly, and to help us improve our services through staff training.

Section H: Affiliation with Third-Party Organisations

- H1 Any affiliation or promotion of The Open University must be initiated by us.
- You 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.
- You should not promote any product or service via our computing services, for which you are paid either financially or in kind.

- You are not permitted to promote your views as representing or as being on behalf of The Open University.
- Learners are not permitted to make use of our logo, shield or crest, without obtaining prior consent from us and demonstrating a legitimate reason to do so. An exception may be made where the logo appears as an incidental component of a photograph of an Open University event or where an Open University building is in the background.
- You are free to express your political, religious, social and academic views both in private and in public provided this is explicitly done in your own name and not in the name of The Open University. Further information on this is detailed within our Academic Freedom Principles Statement. By registering to study with us, you are agreeing to abide by the Student Social Media Policy as outlined in Clause F1.2.
- H7 If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact us directly with their request.
- Any failure to meet Clauses H2-H7 could be treated as a breach of the Code of Practice for Student Discipline (see <u>Section J: Discipline and Academic Conduct</u>).

Section I: Indemnity insurance

We do not have indemnity insurance for Learners 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: Discipline and Academic Conduct

J1 We have a <u>Code of Practice for Student Discipline</u>. When you register to study you agree to be bound by this Code.

J2 When you register to study with us you agree to comply with the <u>Academic</u> Conduct Policy.

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

K1. What you need to tell us

- K1.1 You must disclose any unspent criminal convictions when you Register to study with us. Relevant unspent convictions include, but are not limited to:
 - Offences listed in the Sexual Offences Act 2003 (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 law see Children Act 2004 or equivalent for your nation.
- K1.2 You must also tell us 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).
- K1.3 You are not required to disclose a conviction that is spent. If you are unsure whether your conviction is unspent and 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

- H2.1 Disclosure of an unspent criminal conviction allows us to work with you to ensure you do not breach the conditions of your licence or restrictions. A disclosure may mean you are unable to study your chosen Microcredential, or that we need to place specific conditions or restrictions on your study (e.g. exclusion from online activities and/or Open University face-to-face events). Disclosure will not result in an exclusion from The Open University. If you do need to make a disclosure, you should not commence studying your Microcredential until you have permission to do so.
- When you make a disclosure, your current Microcredential registration will be cancelled whilst it is being considered. If the disclosure does not prohibit you from studying a Microcredential, you will be offered the opportunity to re-register and study a Microcredential at a later date. It will not result in an automatic cancellation of registration or exclusion from The Open University. However, it may mean you are unable to study your chosen course, or we need to place specific conditions or restrictions on your study, for example, exclusion from online activities.
- H2.3 The information you provide will be referred to our <u>Student Risk Check Team</u> who manage disclosures. The Student Risk Check Team will complete an assessment to determine if there is any risk of harm to the wider Open

University community and will agree any action we need to take to mitigate any identified risks.

H2.4 You will be made aware of any right to appeal against decisions taken by us regarding your ability to study or continue to study.

Definitions

Academic Debt

A debt outstanding due to non-payment of tuition fees or residential school fees.

Assessment banking

Assessment Banking is not available on Microcredentials.

Cancellation period

Under the Consumer Contracts (Information, Cancellation and Additional Charges)
Regulations 2013, you have a right to cancel your registration to study a Microcredential and/or qualification, without giving any reason, within 14 days of the date of the email or letter confirming The Open University's acceptance of your application to register ("the Cancellation Period").

Case Conference Panel

The role of the Fitness to Study Case Conference Panel is to review the progress of your case and to decide how to proceed with your case where continuing concerns have not been fully resolved by following an agreed Action Plan. The Panel when first convened will choose one of three options:

- 1) to develop an Enhanced Action Plan with you,
- to approve a Break in Study for you (if appropriate) and define what support will be put in place for you when you return to study or,
- to instigate disciplinary action (please refer to the <u>Code of Practice for Student Discipline</u>).

The Panel will also be consulted at appropriate review points to support ongoing decisions on your case at this stage.

Conferred

When the award of the qualification has been formally ratified at a meeting of congregation (Council and Senate), following which the formal certificate is issued.

Credit

A value which is related to the workload and assessment required to successfully complete a Microcredential. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a Microcredential, so if you pass a 10-credit Microcredential you will be awarded 10 credits and will have completed about 100 hours of study.

Declared Qualification

A qualification that you have told us that you are studying towards and to which you are linking the Microcredentials that you study and are awarded credit for.

Disclosure

To make current legal restrictions, conditions or arrangements related to criminal convictions known to us either at the point of registration, or during your time studying with us dependent on when the restrictions conditions or arrangements came into effect.

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 Learner who is registered for a qualification is allocated to a Microcredential that will be studied as part of that qualification.

Final Deferral Date

The final deferral date is the last date you will be allowed to defer or withdraw from a Microcredential. It is the last working day before you submit the final assessment.

Final Enrolment Date

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

Home Address

Where you are ordinarily and lawfully resident.

Lapse in registration

A termination of your registration on a Microcredential-only qualification or Microcredential which has occurred due to any of the events set out in clauses A4.7 – A4.11. If your registration lapses, you will cease to be a registered Learner of The Open University. A lapse in registration is not the same as the registration being cancelled or withdrawn by you or by us.

Microcredential

A course studied online that consists of between 100-150 hours of study time (including the summative assessment) for which academic credits are awarded.

Microcredential Learner

A Learner studying for a Microcredential or registered onto a Microcredential-only qualification. As a Microcredential Learner, you will also be asked to agree to other Open University Policies and Procedures as listed within these Conditions, which refer to you as a Student.

Microcredential Start Date

The date on which teaching of a Microcredential officially begins. There may be communications or the provision of access to learning facilities from us before this date. You will be informed of the Microcredential Start Date when you register.

Microcredential-only qualification

A qualification that comprises Microcredential credit only.

Non-academic debt

This is debt that is owed to us, excluding Tuition Fees.

Ordinarily and lawfully resident

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

Postgraduate Learner

A Learner who is registered for a Microcredential that is designated as a postgraduate Microcredential (FHEQ level 7).

Postgraduate Research Student (PGR)

A Student who is registered for a Postgraduate Research Degree.

Registered Qualification

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

Registration

The process by which you become a Microcredential Learner of The Open University. Subject to these Conditions of Registration you may register for a Microcredential or qualification.

Registration Agreement

The document we will send you as part of the registration process in order to confirm your personal details and the details of the Microcredential on which you have registered to study. Such details will include the name, duration and delivery method of the module and the applicable Microcredential fees.

Study Break

When you stop studying temporarily. You can take a break for a full academic year (1 August until 31 July), within which you do not register or enrol on further Microcredentials for that year.

Subsidiary organisation

An organisation owned by The Open University. Currently, The Open University owns The Open College of the Arts (OCA).

Teach-out arrangements

These 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 or Learners who have registered for, or declared that qualification, to complete it within the notice period before the change or withdrawal takes effect.

Temporary absence

Where you are not resident in your normal country of residence for a fixed period of time. A temporary absence from the UK will be reviewed in the context of the duration of the absence, with decisions on whether the absence affects your status as "ordinarily and lawfully resident in the UK" being made on a case-by-case basis.

Tuition Fee

This is the fee payable to us, and solely covers the academic study of your Microcredential. It doesn't cover any non-academic costs such as internet access or laptop.

Undergraduate Learner

A Learner who is registered for a Microcredential that is designated as an undergraduate Microcredential (FHEQ levels 4-6).

Us/We/Our

This refers to The Open University.

Related Policies and Legislation

As a Microcredential Learner you are asked to refer to the following documentation in conjunction with this document. We have highlighted key points 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 us.

Documents that govern your study:

- Academic Conduct Policy
- Code of Practice for Student Discipline
- Fitness to Study
- Prevent Principles
- Student Complaints and Appeals Procedure
- Student Debt Policy

Information and guidance:

- Policy for the admission of applicants under the age of 18
- Safeguarding Policy Ensuring the safety of children and vulnerable / protected adults
- Student Computing Policy
- Student Privacy Notice

- Student Protection Plan
- Student Social Media Policy

Welsh language standards

Safonau'r Gymraeg (Welsh Language Standards)

We are one of several universities named in the Welsh Language (Wales) Measure 2011. This means that any students in Wales can expect to receive certain services from the Open University in Welsh. These are outlined in the Open University's Welsh language standards.

This means that you can speak to our student recruitment and support team in Welsh or contact the university in Welsh. You can find out more about your rights as a Welsh language user on the Open University in Wales website.

Our Student Charter Values

<u>The Student Charter</u> was developed jointly by The Open University and the Open University Students Union. It is a declaration of our shared values and the commitments we make to each other. This document has been developed with the Student Charter values as its foundation.

Our commitment to Equality Diversity and Inclusion

Our commitment to equality and inclusion is embedded in all that we do and reflects our mission to be open to people, places, methods and ideas. We celebrate diversity and the strengths that it brings, whilst challenging under-representation and differences in outcomes within our institution. We promote and manage equality and diversity to meet both our strategic goals and our statutory equality duties. We achieve this in many ways, including the development of inclusive policy.

Charity Statement

The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England and Wales and a charity registered in Scotland (SC 038302).

The Open University is authorised and regulated by the Financial Conduct Authority in relation to its secondary activity of credit broking.

About this Document

Summary of significant changes since previous version

There are several significant changes from the previous version of this document (<u>Conditions of Registration (Microcredentials hosted on the Virtual Learning</u> Environment (VLE)) 2023/24 - 2024/25) These are:

- a) General restructuring of the document to align with the new Student Policy template, including new sections 'Alternative Format' and 'How to contact us', and moving list of related policies and legislation to the end of the document.
- b) References to the 'Glossary' has been amended to 'Definitions'.
- c) References to 'The Open University' throughout this document have been replaced by 'we', 'us' or 'our' to improve readability.
- d) Removal of paragraph in 'Introduction' stating that The University will notify students by email of any significant changes to this document.
- e) Removal of reference to FutureLearn Microcredentials, ExpertTracks and Professional Development courses in the section 'What this document does not cover'.
- f) New section 'Bullying, Harassment & Sexual Misconduct'.
- g) Section 'Safe Space Reporting' has been renamed to 'Reporting Bullying and Harassment', with references to 'Safe Space Reporting' amended to 'Report + Support'.
- h) Amendment to clause A1.1 to improve clarity; its meaning has not been changed.
- i) Clarification to clause A1.3 that not all Microcredentials and Microcredential-only qualifications are available to study for those under the age of 18 and the timelines involved in registering for Microcredentials available for these students.

- j) Removal of clause within section 'Your agreement to register as a Microcredential Learner' stating that these Conditions will take priority over any agreement with any Open University employee or agent (unless formally agreed in writing by The Open University).
- Update to clause A2.4 to reflect that cancellation of a Microcredential may be a result of the disclosure of a criminal conviction.
- I) Updates throughout document replacing terminology 'vulnerable adults' with 'at risk adults'.
- m) Updates throughout document to references of UK equality legislation.
- n) Update to clause A4.1 replacing reference to 'The Registration Agreement' with 'Your legal agreement with us'.
- o) Removal in clause A4.1 of a requirement that, unless exceptional permission has been obtained, the Microcredential and qualification is available to study in the country in which an apprentice is resident.
- p) Addition to clause A4.1 stating that learners must not be suspended or excluded from participating in study or expelled from The Open University or a subsidiary organisation.
- q) New clause A4.3 stating that additional registration requirements will be presented on the online prospectus.
- r) New clause A4.4 stating that Learners must register for each Microcredential they wish to study.
- s) New section 'Duration of registration as a Student' outlining the duration of an individual's status as a Student of The Open University.
- t) New section 'Lapse in Registration' outlining the circumstances in which a Learner will lapse in Registration and the rules that will apply to them if they wish to continue their studies with The Open University.

- u) Removal throughout the document of the Retention of Student Data and Records policy (as subsumed into the Student Privacy Notice).
- v) Amendment to clause A7.1.1 to align with wider Conditions of Registration suite.
- w) New clause A7.2.2 outlining the reasonable steps The Open University may take to mitigate circumstances outside of our control.
- x) New clause A7.2.4 stating that, provided The Open University has taken all reasonable steps to mitigate the impact of circumstances outside of our control, The Open University do not have any liability for any failure to provide services to students or learners.
- y) New clause A7.2.5 outlining options to Learners if The Open University is unable to deliver a qualification or Microcredential for a period of 6 weeks or more.
- z) New clause A7.2.6 stating that learner may be entitled to a full or partial refund of tuition fees if The Open University are completely unable to deliver a qualification or Microcredential for a period of 6 weeks or more.
- aa) Amendment within section A7.4.1 better clarifying that the clause refers to industrial action on the part of The Open University's staff or individuals external to The Open University.
- bb) Removal of clause within A7.6 regarding availability of modules and qualification time limits, as this information is already held within the Academic Regulations.
- cc) Amendment to clause A7.6.6 to replace the term 'course' with 'Microcredentials and Microcredential-only qualifications.
- dd) New clause A7.7.4 outlining that any withdrawal of a Microcredential or qualification will be managed in accordance with the Academic Regulations and Student Protection Plan.
- ee) Addition to clause C2.4 to highlight that qualification regulations are available on the online prospectus and StudentHome.

- ff) Amendment to clause D1.4a) replacing reference of 'Safe Space Reporting' to 'Report + Support'.
- gg) Amendment to clause D1.4c) removing reference to the Code of Practice for Student Assessment.
- hh) Amendment to clause D2.1 removing reference to the Code of Practice for Student Assessment.
- ii) Amendment to clause D2.2 removing requirement for residency in Wales if a Learner wishes to submit written work in Welsh.
- jj) New clause E1.6 outlining the implications of a lapse in registration for Learners.
- kk) Amendment to clause E2.1h) to improve clarity and include reference to suspension, exclusion or expulsion from a subsidiary organisation.
- II) Amendment to clause E2.1I) to signpost to new clause A4.8.
- mm) Section F4 has been moved further up the document to become new clause F1.2.
- nn) Removal of clause within section F3, removing mention of how to update the 'online appearance profile' to align with the wider suite of Conditions of Registration documents.
- oo) New clause H3 prohibiting the promotion of products or services via Open University computing services.
- pp) New clause H5 outlining appropriate use of The Open University logo, shield and crest.
- qq) New clause K1.4 outlining how to disclose unspent criminal convictions.
- rr) New clause K2.4 stating that Learners have the right to appeal against decisions taken by The Open University.
- ss) 'Glossary' section has been renamed to 'Definitions'.
- tt) New definition 'Academic Debt'.

- uu) Amendment to definition of 'Lapse in registration' to reflect changes in clauses A4.7-A4.11 of this document.
- vv) New definition of 'Registration Agreement'.
- ww) New definition of 'Temporary Absence'.
- xx) Addition to the section 'Related Policies and Legislation' stating that key points from the listed documents will have been highlighted within this document.
- yy) Reference to 'The Open University Students Association' has been amended to 'The Open University Students Union'.

Conditions of Registration superseded by this document

These Conditions replace the previous version of Conditions of Registration 2024/25.

Document Information

Version number: 1.0

Approved by: Delegate of Director, Academic Services

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