

# **Conditions of Registration 2024/25**

(Short Courses)

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# Alternative format of these Conditions of Registration

If you require this document in an alternative format, please contact the Student Support Team via <a href="https://help.open.ac.uk/student-support-team">https://help.open.ac.uk/student-support-team</a> (phone +44 (0)300 303 5303).

# Scope

These Conditions apply to Students studying a non-credit-bearing course that does not count towards any qualification. This includes non-credit bearing courses with both flexible and fixed start dates.

You are studying a short course with a fixed start date, if your chosen course begins on a specific date that cannot be changed, and you can only begin studying from that fixed start date.

You are studying a short course with a flexible start date if your chosen course allows you to register and begin your course at any time within the first 12 months of the course presentation. You can begin studying from the date that your registration is accepted.

For a full definition of a fixed start date course or a flexible start date course, please see the <u>Glossary</u>. If you are unsure of which course you are studying, please contact <u>Student</u> Recruitment.

All other Students and Learners not covered by these Conditions should refer to the to access the Conditions of Registration or Terms and Conditions that apply to them. If you need any help, please contact us.

# Introduction

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University to study an Open University Short Course - a non-credit bearing course that does not count towards any qualification, as set out in the short course sections of The Open University's online prospectus. The Conditions and the Registration Agreement refer to relevant Open University policies, procedures, regulations, and codes of practice, which are listed in the Related Documentation below. Together, these documents explain your rights and obligations as a Student of The Open University.

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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.

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 <u>contact us</u> before you complete your registration. A <u>Glossary</u> is included to explain any terms that may be unfamiliar to you. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Student.

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 to this document.

# **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 us.

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

#### **Documents that govern your study:**

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

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### Information and guidance:

- Safeguarding
- Social Media Policy
- Student Computing Policy
- Student Privacy Notice
- Student Protection Plan

# The Open University Student Charter Values

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

# Section A: Your agreement to register as a Short

# **Course 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.

- a) These Conditions 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 our Charter and Statutes and 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.
- b) If at any time, any Open University employees or agents have said (verbally or in writing) anything inconsistent with these Conditions, the Conditions of Registration (Short Courses) will take priority unless formally agreed in writing by The Open University.

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c) These Conditions, the Registration 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 and 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

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 us, how this may affect your studies, and how to access help or advice, please see Section H.

### A3. Complying with statutory responsibilities

#### A3.1 Health and Safety

The Open University has a duty to protect the health and safety of our Students, staff, contractors, and members of the public. This includes statutory duties and obligations to safeguard young persons or vulnerable and protected adults, to comply with our 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.

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

In order to fulfil our Safeguarding duty (in line with The Open University <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).

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## A3.3 Prevent duty

In order to fulfil our Prevent duty (in line with <u>The Open University Prevent Principles</u>), our 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 our Prevent team or external parties (for example the Police and Channel - a programme that supports people who are vulnerable to radicalisation).

### A4. Registration

- A4.1 Your application to register as a Student of The Open University to study a Short Course is subject to you satisfying us of the following:
  - a) you have read, understood and agreed to these Conditions. If you do not understand this document or wish to discuss information provided in this document, please contact your Student Support Team (SST)
  - if applicable, you have disclosed any legal restrictions or conditions under Section A2 above;
  - c) you have met any additional conditions applied to your study under <u>Section A3</u>: above;
  - d) you have not been suspended or excluded from participating in study or expelled from The Open University;
  - e) the course is available for study in the country in which you are resident; and
  - f) you have paid the relevant fee or provided an approved payment method.

### **A5.** Residence requirements

A5.1 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 Open University short course.

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- A5.2 The following Condition only applies to individuals planning to study with The Open University when resident (temporarily or permanently) outside of the UK and Republic of Ireland. To be able to engage with your studies, we provide access to study materials and learning events via various digital services. To access these, you will need to sign into your student account. 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 not be permissible without the use of a VPN (Virtual Private Network). If you are planning on studying with The Open University from outside of the UK and Republic of Ireland, please see our guidance "Help with signing in to OU systems" for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact your Student Support Team.
- A5.3 The Open University is not responsible for which VPN provider you opt to use to sign in to your student account. 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 VPN to access your studies.
- A5.4 If you are unable to access your course via a VPN because of restrictions in your place of residency, then you may be offered a full or partial refund. In making this decision, we will consider the date you registered for your course and the date we received a request for 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 your <a href="Student Support Team">Student Support Team</a>.
- A5.5 If there are VPN providers available in your place of residency (albeit with 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 your <a href="Student Support Team">Student Support Team</a>.
- A5.6 A refund will not be provided in the event of any technical issues that may arise with your VPN.

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A5.7 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online by arranging to have access via a suitable VPN provider, or you download materials before travelling. Not all short courses permit the download of materials. Please check your short course website in respect of whether you are permitted to download course materials. Prior to enrolment on the course, you must ensure that 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 short course materials, please contact your Student Support Team.

#### 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 student). 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 that you have supplied or that has been created as a result of your study will be used and processed in accordance with our <a href="Student Privacy Notice">Student Privacy Notice</a> and retained according to our <a href="Retention Policy">Retention Policy</a>.
- 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, your Home Address, or any of your contact details. 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 <a href="Section D3.1a">Section D3.1a</a>). 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 <a href="Help Centre">Help Centre</a>.

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## A7. Our right to make changes

#### A7.1 Circumstances outside our control

The Open University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside of our control where we are unable to do so either 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.

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 upon 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.

#### A7.2 Maintenance of academic standards

- a) The Open University may suspend or cancel registrations and enrolments for a short course if we are unable to guarantee academic standards at the start date of the course. For example, this could be where there has been an unforeseen withdrawal of accreditation or validation for a short course since registration opened for that academic year, which we are unable to resolve before the course start date.
- 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.

#### A7.3 Short-term changes to learning, teaching, and assessment arrangements

The Open University may have to postpone, re-locate, re-structure or cancel forums, and other teaching sessions and assessments due to an event or circumstance beyond our control including, but not limited to, industrial action, on the part of our 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 such changes as early as possible and to provide reasonable alternative arrangements wherever practicable.

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

#### A7.4 Changes to short courses

- A7.4.1 The Open University will not normally make changes to a course on which you are enrolled or registered.
- A7.4.2 A change to a course on which you are enrolled or registered will normally only be made if it 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.
- A7.4.3 If a change is made to a course 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 course without penalty.
- A7.4.4 Courses on which Students are not yet enrolled or registered may be changed or withdrawn at short notice.

# A8. Complaints and appeals

- A8.1 The Open University has a <u>Student Complaints and Appeals Procedure</u> which you can use to raise a complaint or appeal. 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 <u>"Welsh Language Standards Dealing with Complaints and Comments"</u>. A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

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# **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 which are due in respect of your studies. You will be provided with information about those fees and charges, when they are due, and how they may be paid before you register. The tuition fee you agree to pay is shown in the Registration Agreement or registration confirmation. Contact your <a href="Student Support Team">Student Support Team</a> for more information about any additional charges.
- B1.2 The fee which applies to you is based on your Home Address on the first day of the Academic Year in which your course begins. This must not be a temporary or work address. The Open University reserves the right to request evidence from you to confirm your Home Address.
- B1.3 If you are not paying your fees at the time of registration, we may accept payment by an approved payment method such as payment by a sponsor. You are normally required to have secured the agreement to pay the fees by that method before we will accept your registration.
- B1.4 Payment via government funding (such as a grant or loan) or in instalments via The Open University Student Budget Accounts Limited (OUSBA) is not permitted for short courses.

#### **B2.** Refund of fees

Except where you have a right to cancel your course registration as referred to in <u>Section D1</u> "Cancelling your registration" and <u>Section D2</u> "Procedure for cancelling or withdrawing your registration", there will be no refund of fees if you wish to end your studies once you have accessed the online learning materials and/or course resources.

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# **B3.** Failure to pay your fees and charges

- B3.1 If you do not pay your fees or provide an approved payment method at the time of registration, The Open University will not accept your registration.
- B3.2 If we have accepted your registration and the payment method we have accepted is cancelled or withdrawn for any reason, we will cancel your registration even if you have started studying. You will be given notice of cancellation of your registration and an opportunity to be reinstated if you contact us within 7 calendar days of the date of cancellation. You must have secured an agreed payment method or provide payment by a different method.
- B3.3 If you cancel your registration or your registration is cancelled, you will remain personally liable to The Open University for all the fees that 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 You 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. We may take all reasonable steps including legal action to recover any fees and other charges which you have not paid, in line with our <a href="Student Debt">Student Debt</a> 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 The Open University for your tuition fees or other academic charges (academic debt) we may, in addition to Section B4.1 above:
  - a) cancel your registration or enrolment at any time as detailed in <u>Section D3:</u>

    <u>The Open University's 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.

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B4.3 If at our 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.

# Section C: Your learning

### C1. Registering and studying your short course

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 course shown in the Registration Agreement. You will be able to access your course online as soon as The Open University has confirmed your registration (for short courses with a flexible start date), or when you reach the start date of your short course (for short courses with a fixed start date). If you are unsure which type of short course you are registering for, please contact <u>Student Recruitment</u>.

When you are registered on your chosen course, you and The Open University each share responsibility for learning and commit to upholding the highest standards of academic integrity.

#### C1.1 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.
- c) 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, 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 with us about your health, safety or wellbeing.

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### C1.2 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 <u>an online tool</u>. 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, course forums, course websites, course assessments (if applicable) and feedback as described in the course information shown in the course description in our online prospectus.
- c) give you access to The Open University's Computing Helpdesk to support you with your studies.
- C1.3 As a short course Student, you are not eligible for a deferral of your study or a resit/resubmission of any assessment, unless <u>Clause C3.1</u> applies.
- C1.4 The Open University does not provide Careers and Employability support for short course Students.

# C2. Submission dates for assessments (excluding 'Digital Photography', TG089 – see C3 below)

- C2.1 Submission dates for your short course will vary depending on whether you are studying a short course with a <u>fixed start date</u> or a <u>flexible start date</u>.
- C2.2 a) If your course has flexible start dates and it contains a formal assessment (for example a Work Based Activity or Practice Based Activity), you will be notified of the final submission date for any assessments for your course. This will be a minimum of 6 months from the date of your registration. You must have completed the learning and assessment activities before this final submission date to receive a certificate of completion for the course. If your course has multiple dates by which you can submit assessments, you will be advised when these are via your course website.

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- b) If your course has flexible start dates, the online learning materials and course resources will be available to you until your course end date. They will cease to be available to you after the course end date, whether or not you have completed the learning activities and assessments. The end date of your course is usually around 20 calendar days after the final submission date for the assessment and will be shown on <a href="StudentHome">StudentHome</a>.
- c) For fixed start date courses, there is no formal assessment (with the exception of TG089, see Section C3).
- C2.3 For both fixed start and flexible start date courses, if your course does not contain a formal assessment, you will be required to complete and pass quizzes throughout the course to gain either a statement of participation, a certificate of completion, or a digital badge.

#### C3. Submission dates for assessment

#### C3.1 'Digital Photography', TG089

C3.1.1 This 10-week online course has one Interactive Computer Marked Assessment (iCMA) and an End of Module Assessment (EMA). You will be notified of the submission dates once the course website is live, which will be approximately 3 weeks before the start of the course. If you are studying the course TG089, you are eligible to be offered one opportunity to resit or resubmit the examinable component as part of your course registration.

## C4 Telling us about a disability

C4.1 If you have told us that you have a disability which 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 the Equality Act 2010 in England, Scotland, and Wales; the Disability Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004; or any other statutory duty or obligation.

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

## D1. Cancelling your registration

- D1.1 To cancel your registration to study a short course, you must inform The Open University of your decision by making a clear statement by letter, email, online <u>form</u> or by phone.
- D1.2 The statement must include your name, your Open University Personal Identifier (PI) Number, and the short course code(s) for the course(s) you wish to cancel. If you send a letter, please obtain proof of posting to confirm the date that you sent it to us.
- D1.3 The Open University will acknowledge receipt of your cancellation request by e-mail or letter within 10 working days. If you have not heard from us by then, you should contact your <u>Student Support Team</u>. This information is also highlighted in the confirmation of your registration or enrolment for study at The Open University.

# D2. Procedure for cancelling or withdrawing your registration

Cancellation procedures for your short course will vary depending on whether you are studying a short course with a <u>fixed start date</u> or a <u>flexible start date</u>.

You must follow agreed procedures to cancel or withdraw your registration:

#### D2.1 Cancelling your application before you are registered

a) To cancel your application before you are registered, you should not proceed with your registration. If we have sent you a printed Registration Agreement, please do not sign, alter, or return it. Please <u>contact us</u> to tell us you wish to cancel your application and we will cancel it for you.

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#### D2.2 Cancelling your course within 14 calendar days of registration

- a) Under the Consumer Contracts (Information, Cancellation and Additional Charges)
  Regulations 2013, you have a right to cancel your registration to study a short course
  without giving any reason within 14 calendar days of the date of the email or letter
  confirming our acceptance of your application to register ("the Cancellation Period"). If
  you do so, 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 course.
- b) Where your short course has a flexible start date (i.e. you can register and start at any time within the first 12 months of the course presentation), your right to cancel your registration will end as soon as you have accessed the online teaching or assessment materials or other course resources. This includes when you are within 14 calendar days of the date of the email or letter confirming our acceptance of your application to register. By accessing any materials or resources, you are explicitly agreeing that they have been provided to you. You acknowledge your right to cancel will be lost, and you accept that you will not receive a refund or a waiver of any fees you are liable to pay.

It is therefore important that you are satisfied with your choice of course **before** you access the materials. It is your responsibility to make sure your chosen course is at the right level for your needs. If you access the course and have any immediate concerns about its suitability, we encourage you to contact your <u>Student Support</u> Team for advice and guidance.

- c) Where your course has a fixed start date, cancellation of your course can only happen within your statutory 14-calendar day right to cancel period. It is your responsibility to make sure your chosen course is at the right level for your needs and to cancel your registration within the cancellation period if you wish to receive a refund or waiver.
- d) To cancel your registration, you must inform The Open University of your decision by letter, email or phone before the 14- calendar day statutory cancellation period has expired. The statement must include your name, your Open University Personal Identifier (PI) Number, and the course name and codes, for the course(s) you wish to cancel. If you send a letter, please obtain proof of postage to confirm the date that you sent it to us.

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e) The Open University will acknowledge receipt of your cancellation request by e-mail or letter within 10 working days. If you have not heard from us by then, you should contact your <u>Student Support Team</u>. This information is also highlighted in the confirmation of your registration or enrolment for study at The Open University.

#### D2.3 Withdrawing from your course more than 14 calendar days after registration

- a) If you withdraw from your course after your right to cancel has ended (<u>Section D2.2</u>), you will not receive a refund or a waiver of any fees you are liable to pay unless your course has a fixed start date and Clauses D2.3b-e apply.
- b) If your course has a fixed start date and you either cancel your course during the cancellation period outlined in Clause D2.2a) above, or you withdraw from your course more than 14 calendar days after the date of confirmation of your registration but before the Course Start Date, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the course(s) you have cancelled.
- c) Refunds on a third-party payment result in a refund to the third party.
- d) To withdraw from a course as per Clause D2.3b, you must inform your <a href="Student Support Team">Student Support Team</a> by letter, email or phone, stating that you would like to withdraw. Withdrawal can only take place after the end of the cancellation period, and before the Course Start Date.
- e) If your withdrawal request was sent by post, please obtain and retain your proof of postage. Once we have processed your withdrawal, we will confirm this in writing, by letter or email, within 10 working days. If you have not heard from us by then, contact your Student Support Team.
- D2.4 If you cancel or withdraw from your course, you will no longer have access to the learning materials and course resources, and you will not be able to participate in any learning or assessment activities.

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# D3. The Open University's right to cancel your registration

- D3.1 The Open University may cancel your registration at any time if:
  - a) we find 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> ("Your Personal Information");
  - b) you fail to pay your tuition fees as set out in <u>Section B</u> "Your fees";
  - c) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
  - d) you are excluded from study as a result of a breach of the <u>Code of Practice for Student Discipline</u> 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 within the <u>Fitness to Study Policy</u>;
  - e) we are unable to deliver the services you require to complete your study from your geographical location, or we find that the course is not available for study in the country in which you are resident;
  - f) 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).

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

D3.2 If The Open University cancels your registration for a short course, 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.

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# **Section E: Computing**

## E1. Your Open University computing account

We 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 our <u>Student Computing</u>

Policy and <u>Social Media Policy</u>.

## E2. Keeping your account secure

- E2.1 You must notify The Open University Computing Helpdesk as soon as possible, by phoning +44 (0)1908 653972 or by emailing <a href="mailto:OU-computing-helpdesk@open.ac.uk">OU-computing-helpdesk@open.ac.uk</a> if you think that the security of your account has been compromised.
- E2.2 If you do not comply with Clause E2.1, you will be liable for any fraudulent transactions relating to your registration.
- E2.3 If you do not comply with Clause E2.1, 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 haven't informed us.

## E3. Sharing information in online activities

When you participate in online study-related activities, 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.

# E4. The Computing Policy and Social Media Policy

E4.1 When you register to study with The Open University, you agree to comply with the <a href="Student Computing Policy">Student Computing Policy</a> and the <a href="Social Media Policy">Social Media Policy</a>.

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# Section F: How we will communicate with you

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

Please note it is your responsibility to regularly check your email, <u>StudentHome</u>, and Open University websites (see F1, F2, and F3 below), as each may be used to post important and relevant information about your studies that may not be sent via any other media.

#### F1. By email

- F1.1 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 <a href="StudentHome">StudentHome</a>.
- F1.2 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 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.

# F2. Through 'StudentHome'

Your Open University computing account will include access to a personalised Open University website called <u>StudentHome</u>. 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.

# F3. Through Open University websites

We will provide you with access to course websites where available, which will allow you to access learning materials and other course resources. They may also be used to post messages about your course.

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# **F4.** 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 preferences form</u>.

#### F5. By phone

We 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 G: Affiliation with Third-Party Organisations

- G1 Any affiliation or promotion of The Open University must be initiated by The Open University.
- G2 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.
- G3 You should not promote any product or service via our computing services for which you are paid either financially or in kind.
- G4 You are not permitted to promote your views as representing or as being on behalf of The Open University.
- 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 name and not in the name of The Open University. By registering to study with us you are agreeing to abide by the <a href="Social Media Policy">Social Media Policy</a> as outlined in <a href="Clause E4">Clause E4</a>.
- G6 If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact The Open University directly with their request.
- G7 Any failure to meet Clauses G2-G6 could be treated as a breach of the <u>Code of Practice for Student Discipline.</u>

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

## H1. What you need to tell us

- H1.1 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 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 lawsee Children Act 2004.
- 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).
- H1.3 To disclose any unspent criminal conviction, please refer to the <u>Procedure for supporting students subject to legal licence, restriction, condition or orders.</u>

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## **H2.** 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 course, 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 course until you have permission to do so.
- When you make a disclosure, your current Short Course registration will be cancelled whilst it is being considered. This means that you may be offered a later start date where applicable if the disclosure permits you to study a Short Course. 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 and/or Open University face-to-face events.
- 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.

#### H3. 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. We may take action under the <u>Code of Practice for Student Discipline</u> (Sections 2.4.4c and 2.4.5a) which could affect your continued study with us (see Section D3: The Open University's right to cancel your registration or enrolment).

## **H4.** Support and Confidentiality

H4.1 All records and correspondence relating to your disclosure will be stored securely in line with our <u>Student Privacy Notice</u>. Wherever possible or appropriate, we will obtain your consent before seeking further information about any disclosure from third parties.

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H4.2 Any disclosure to use one of our services 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 <u>our Supporting Students in Secure Environments</u> web pages or contact the <u>Disclosures Team.</u>

# Section I: Summary of significant changes since previous version

There are several significant changes from the previous version of this document (<u>Conditions of Registration: Short Courses</u>). These are:

- General restructuring of the document. This includes moving The Open University's Equality Diversity and Inclusion commitment statement and the "Conditions of Registration superseded by this document" section to the end of this document.
- b. References to the OU Students Association have been amended to Open University Students Association (OUSA) within the section 'The Open University Study Charter Values'.
- c. Clarification that the Conditions take priority if an Open University employee or agent has said something inconsistent either in writing or verbally, in Clause A1b.
- d. Clause A4.1a requires you to understand the conditions and to contact your Student Support Team (SST) if you do not understand or have any questions about the Conditions of Registration.
- e. Detail has been added to Clause A5.4 on what The Open University consider when making the decision to provide a refund or not.
- f. The Open University will keep records of your academic progress and this has been reflected in Clause A6.1.
- g. Clause A6.2 has been updated to include reference to The Open University's Retention Policy.
- h. The Open University use and process your personal information created as a result of your study, as detailed in Clause A6.2.
- i. Additional information in Clauses A7.1 and A7.3 about how The Open University will communicate with you and support you if there is industrial action.

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- j. Removal of examinations and tutorials in Clause A7.3 to reflect the learning methods used in short courses.
- Clause A8.2 has been updated to highlight that a Welsh language version of the
   Welsh Language Standards Complaints procedure is available.
- I. Addition of Clause B1.2 detailing how your short course fee is determined.
- m. Clause B4.1 has been reworded to improve clarity without changing the message.
- Revised wording in Clause C1.1d about your obligation to engage with the Fitness to Study policy if requested, although the message given has not changed.
- o. Addition of section C4 "Telling us about a disability".
- p. Wording in Clause D2.2b has been amended for clarity, although the message is unchanged.
- q. Updated Clause references to the <u>Code of Practice for Student Discipline</u> in Clause D3.1j and section H3 "Failure to disclose".
- r. Addition of Clause E2.3 detailing your responsibility in keeping your Open University account secure.
- s. Section F4 "Students living in Wales" has been updated with a link to the Language Preferences form.
- t. Addition of Clause G3 in Section G "Affiliation with Third-Party Organisations".
- u. The procedure for disclosing any unspent criminal convictions has been removed from Section H "Disclosing criminal convictions, legal restrictions and conditions".
   Instead you should refer to the Supporting Students subject to legal license, restriction, condition, or orders policy document for the procedure.
- v. Addition of information in section H2 outlining that your registration on a short course will be cancelled whilst any disclosure of criminal convictions, legal restrictions, and conditions are considered.
- w. References to eTMA system has been changed to online TMA/EMA service.
- x. Information about Safe Space Reporting has been added to end of the document.

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## Conditions of Registration superseded by this document

These Conditions replace the previous version of Conditions of Registration (Short Courses) 2023/24.

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

Our 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.

# Safe Space Reporting

The Open University is committed to creating a diverse and inclusive environment in which everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. Safe Space Reporting is available through an online tool through which staff, students, learners and visitors are encouraged to report incidents of assault, bullying, harassment, hate crime, or sexual harassment. It 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.

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# Glossary

#### Cancellation period

Under the Consumer Contracts (Information, Cancellation and Additional Charges)
Regulations 2013, you have a right to cancel your registration to study a course and/or qualification, without giving any reason, within 14 calendar 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**

A Case Conference Panel is convened at Stage 3 of the Fitness to Study process to review your case where there are continuing concerns over your health 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 Fitness to Study Policy for more information.

#### **Course Start date**

The date on which teaching of a short course officially begins.

#### Enrolment

The process by which a Student is registered to study a short course.

#### **Fixed Start Date**

For a fixed start date short course, you will register on a specific start date and can only begin studying on that fixed start date. Courses range from 10 weeks to 18 weeks in length.

There is no formal assessment (with the exception of TG089). To complete a fixed start date course, there will be various interactive activities, exercises, and quizzes that you need to undertake and pass, as indicated on your course website.

For TG089, you must submit the end of module assessment (EMA) using the online TMA/EMA service before the final submission date which is indicated on your course website.

If you are unsure which type of short course you are registered for, please contact Student Recruitment.

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#### Flexible Start Date

For a flexible short course start date, you can choose to register and begin your course at any time within the first 12 months of the course presentation. You can begin studying from the date your registration is accepted.

Depending on when you register, you will have a minimum of 6 months, and a maximum of 18 months, to complete any End of Course Assessment, interactive activities, exercises, and quizzes.

Where your course has an End of Course Assessment, you must submit the assessment before the final submission date, which is indicated on your course website, and usually 20 calendar days before the course end date.

If you are unsure which type of short course you are registered for, please contact <u>Student</u> Recruitment.

#### **Home Address**

Where you are ordinarily and lawfully resident.

#### Non-credit-bearing

A short course that does not carry any academic credit that can be counted towards a qualification. Non-credit bearing courses are usually short and are delivered online.

## Ordinarily and lawfully resident

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

#### Registration

The process by which you become a Student of The Open University. Subject to these Conditions you may register for a short course.

#### **Short Course**

A non-credit bearing course that cannot be counted towards a qualification. They have either a fixed or flexible start date. The length of time needed to complete them ranges from 12 weeks to 6 months.

#### Us/We/Our

This refers to The Open University.

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#### Withdrawal

The withdrawal period refers to withdrawal from a course after the cancellation period and more than 14 calendar days after the date of confirmation of your registration:

- a) If your short course has a flexible start date and you withdraw from your course after the cancellation period, you will not receive a refund or a waiver of any fees you are liable to pay.
- b) If your short course has a fixed start date and you withdraw from your course after the cancellation period, but before the Course Start Date, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the course(s) you have cancelled.

# 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 and fees or to change or cancel your studies:

## **Student Support Team**

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

#### www.open.ac.uk/contact

Phone +44 (0)300 303 5303

## The Open University in Wales

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

18 Custom House Street

Cardiff

**CF10 1AP** 

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

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# 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

#### 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

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# For more information or support to disclose legal restrictions and conditions:

#### Student Risk Check Team and Disclosures Team

The Open University
Walton Hall
Milton Keynes
MK7 6AA

Phone +44 0300 303 6789

Email <u>Student-Risk-Checks@open.ac.uk</u> or <u>Sise-Disclosures@open.ac.uk</u> <u>http://www.open.ac.uk/secure-environments/</u>

If you have any comments about this policy document and how it might be improved, please submit these to <a href="mailto:SPR-Policy-Team@open.ac.uk">SPR-Policy-Team@open.ac.uk</a>.

#### **Feedback**

Comments and feedback about this policy and how it might be improved are welcomed. Please submit these to <a href="mailto:SPR-Policy-Team@open.ac.uk">SPR-Policy-Team@open.ac.uk</a>.

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