

Terms and Conditions (Short Courses) 2017/18

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The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & 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.

1. Introduction

The following terms and conditions (“Conditions”) apply to registration for an Open University Short Course. ‘Short Course’ means any of the non-credit bearing modules set out in the short courses sections of our prospectuses.

If you are studying a module for which academic credit can be awarded, and in some circumstances can be counted towards an Open University qualification, these Conditions do not apply and you should refer instead to the [Conditions of Registration](#) which are available on the [Essential Documents](#) website.

2. How to view our rules, regulations, policies and procedures

You will be able to read the other documents that are referred to if you click on the links within this document or in the [‘Registration as a student’](#) section of Essential Documents.

Please contact us if you are unable to access these documents or if there is anything in them that you are unsure about and want to discuss with us before you register.

We recommend that you download and save a copy of these Conditions and the linked documents for future reference.

3. Your agreement to register as a student

a) Who we are

The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). Our registered address is The Open University, Walton Hall, Milton Keynes, MK7 6AA. Our VAT number is GB650748918.

b) The terms of the agreement

When The Open University formally accepts in writing (by letter or email) your application to register to study with us, we are entering into a legal agreement with each other for educational services. These Conditions contain the terms of that contract. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of each party which will apply while you are a registered student. Please read these Conditions carefully and make sure that you understand them.

c) Abandoning your application

If you want to withdraw your application before you complete your registration, please contact The Open University and we will cancel your application.

d) **Entire agreement**

Subject to paragraph e) below, your Registration Agreement together with these Conditions and any policies and regulations which are referred to in them is the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Conditions, the terms in this agreement will always take priority.

e) **Additional conditions**

The Open University may impose conditions on your study or vary the terms on which you study and your access to services and facilities, notwithstanding anything in these Conditions or the rules, regulations, policies and procedures if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of students, staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

f) **Application of English law**

These Conditions, the Registration Agreement, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

4. **Your course**

a) **Registration**

Your application to register as a student of The Open University to study a short course is subject to you satisfying The Open University that:

- you have read and agreed to these Conditions;
- you have met any additional conditions applied to your study under paragraph 3e) above; and
- you have not been suspended or excluded from participating in study or expelled from The Open University; and
- you are not resident in the UK on a Student visa where The Open University is the sponsor; and
- the course is available for study in the country in which you are resident; and
- you have paid the relevant fee or provided an approved payment method.

Your registration will take effect when The Open University confirms formally (by letter or by email) that they have accepted your application to register.

b) Learning materials and course resources

You will be registered on the course shown in the Registration Agreement, and you will be provided with the learning materials and course resources including learner support, course forum, dedicated website, course assessments (if any) and feedback as described in the course information.

As a registered student of The Open University you will have access to the Open University library, and computing helpdesk to support you with your studies.

You agree to study the learning materials, participate in the learning activities and submit the course assessment (if any) at the time and in the manner specified.

You will be able to access your course online as soon as we have confirmed your registration. You will be notified of the final submission date for your course, which will be not less than 6 months from the date of your registration, by which time you must have completed the learning and assessment activities. Please note the only exception to this is KG006 *Mentorship portfolio assessment*, where the final submission date will be not less than 18 months from the date of your registration.

If you have completed the learning activities and assessments before the end date of your course, the online learning materials, course resources and the Open University library will continue to be available to you for the remainder of your course.

The learning materials, course resources, access to the Open University library and computing helpdesk will cease to be available to you after the course end date, whether or not you have completed the learning activities and assessments by that date.

c) Changing or cancelling your course

If you wish to change your course before you have completed your registration please make the changes before you proceed.

You have a right to cancel your registration to study a course 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 or at any time before you first access the online learning materials or other course resources. 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.

To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).

Your right to cancel this agreement will come to an end as soon as you have accessed the online learning materials or other course resources. By accessing those materials and resources you are explicitly agreeing that they are provided to you at that time and acknowledging that your right to cancel will be lost if you access them.

If you cancel 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.

d) **Our Rights to make changes**

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 provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts or industrial disputes. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

5. **Agreement to pay fees**

a) **Payment of fees**

When you register as a student of 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 fee you agree to pay is shown in the Registration Agreement or registration confirmation correspondence.

If you are not paying your fees at the time of registration, The Open University 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.

b) **Refund of fees**

Except where you have a right to cancel your course registration as referred to in clause 4c) above, 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.

c) **What The Open University may do if you fail to pay fees and charges**

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.

If The Open University has accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn (for example a credit or debit card payment is not honoured by your bank or sponsorship is withdrawn), we may 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 The Open University within 7 days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method.

If your registration or enrolment is cancelled you will remain personally liable to The Open University for all of 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 The Open University and The Open University may take action to recover the debt.

If you are in debt to The Open University, we will:

- Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability is incurred;
- Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you;
- Take all reasonable steps including legal action to recover those fees and other charges from you;
- Not allow you to undertake further study for which any further tuition fees or other charges may become due unless you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.

If The Open University continues, at its discretion, 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 shown above at a later date.

6. Your personal information

The personal information which The Open University has collected and holds about you in our records is shown in the profile section of your [StudentHome](#) website.

The Open University has a [Data Protection Policy](#). When you register to study with The Open University you are agreeing to the personal information that you have supplied to us being used and processed in accordance with that policy. This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies. The Open University considers your disclosure of such information and your acceptance of these Conditions of Registration as explicit consent to use this information for this purpose.

The Open University uses the information that we hold in our records to process your registration, to keep in touch with you and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify The Open University of any changes or errors. You must notify The Open University within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details.

Details of how you may change any of your personal information are set out on the [StudentHome](#) website. The Open University may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on [StudentHome](#).

7. Complaints and appeals

The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of the Office of the Independent Adjudicator for Higher Education established by the Higher Education Act 2004. Where those procedures apply, The Open University recommends that you do not take legal action against the University until those procedures have been completed.

8. Student discipline

The Open University has a [Code of Practice for Student Discipline](#). When you register to study with The Open University you agree to be bound by that code. Breach of that code may result in you being suspended from study, from access to facilities and resources or being expelled from The Open University.

9. Your Open University computing account

a) Provision of an Open University computing account

The University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our [Computing Code of Conduct](#).

b) Keeping your account secure

You must notify the University Computing Helpdesk as soon as reasonably practicable, by phoning +44 (0)1908 653972 or by emailing OU-computing-helpdesk@open.ac.uk if you think that there has been any loss of security on your Open University computing account.

If you do not comply with clause 9 b) above, you will be liable for any fraudulent transactions relating to your registration.

c) Sharing information in online activities

Your Open University computing account enables you to participate in online activities. When you participate in these activities, your name, preferred email address, your Open University Computer Username and the content you contribute, will be displayed online to students and Open University staff who have a need to see the information concerned.

By entering into this agreement, you expressly consent to this information being processed as explained above.

10. How we will communicate with you

a) Your email address

You must provide us with a valid email address, which we will use to correspond with you. You must inform The Open University of any changes to your preferred email address by updating your personal profile on [StudentHome](#).

b) Communicating with you by email

It is your responsibility to check your email regularly. You will be sent important information about your registration as a student and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that email from The Open University is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from The Open University.

c) Communicating with you through 'StudentHome'

Your Open University computing account will include access to a personalised Open University website called '[StudentHome](#)'. This website will include details of the personal information we hold about you and it will provide you with access to some study materials and a range of other resources that will support your Open University studies. The Open University will also use [StudentHome](#) to post messages that will be relevant to you, and may not be provided by any other media. It is your responsibility to check [StudentHome](#) regularly.

d) Communicating with you through Open University websites

Your Open University studies will also provide you with access to module and qualification websites where available. These websites will provide access to learning materials and other course resources and may be used to post messages about your course that may not be provided by any other media. It is your responsibility to check your course website regularly.

e) Recording telephone calls

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

11. Using library facilities

If you use the Open University library services, you will be bound by a Copyright Declaration which you will be asked to agree to when you first use those services.

12. The Open University's right to cancel your registration

The Open University may cancel your registration at any time if:

- a) we find that you have given us information which is untrue or misleading;
- b) you fail to pay your tuition fees as set out in paragraph 5 above;
- 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 by the Central Disciplinary Committee as a result of a breach of the [Code of Practice for Student Discipline](#).

Please note that The Open University may also seek prosecution if you have supplied fraudulent information.

If the University cancels your registration for a module we will not send you any further module materials and you may not participate in any learning or assessment activities after the date of cancellation.

13. Contact details

For more information about registration and fees or to change or cancel your studies:

Student Recruitment
The Open University
PO Box 197
Milton Keynes
MK7 6BJ

www.open.ac.uk/contact

Phone +44 (0) 300 303 5303

Fax +44 (0)1908 654914

Summary of changes

April 2017

1. Miscellaneous changes to make terms or information clearer, amend typos and to update cross references and contact details.
2. Paragraph removed in Section 2 to remove duplicated information.
3. Paragraph added in Section 4b to highlight that the KG006 Mentorship portfolio assessment is an exception to the term, and that the final submission date will be not less than 18 months from the date of registration.
4. Heading for Section 4d changed from 'Exceptional circumstances' to 'Our Rights to make changes'.
5. Section 5c has been extended to include that The Open University may take action to recover debt.