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## Summary of Conditions

- The Conditions of Registration set out the terms and conditions (“Conditions”) that apply to registration for undergraduate and postgraduate taught modules and qualifications studied with The Open University.
- These Conditions set out the terms of the agreement between you and the Open University. They also reference other policies, procedures, guidance documents, the Open University regulations and codes of practice listed in [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a student of The Open University.

### Summary of significant changes since last version

There are a number of significant changes from the previous version of this document ([Conditions of Registration 2019/20](#)). These are:

- a) Additional information inserted into ‘Scope’ to detail where students studying particular courses should also refer to related Supplementary Agreements or alternative versions of the Conditions. Microcredential and Apprenticeship students added as being out of scope and any previous references to these student groups subsequently removed. Information has been included within relevant sections (Scope and Related Documentation) to provide additional detail for students studying for a PGCE in Wales.
- b) Amendments to the Summary of Main Terms to bring text in line with the main clauses. Addition of information that resit or resubmission fees may be payable with the recommendation to contact the [Student Support Team](#) for more information. Additional information added to point 14 of the Summary of Main Terms to clarify that The Open University may cancel registration if you are in debt to the University in respect of tuition fees or other academic charges (in line with clause B5.3 and E2.1).
- c) Addition of sentence within A1g to confirm the students’ responsibility to check that distance learning is a recognised form of study, within their context.
- d) Additional clarification within paragraph A1h that all disputes arising from these Terms and Conditions and associated policies, procedures or Registration shall be subject to the exclusive jurisdiction of the English courts.
- e) Addition of paragraph A3.3 and paragraph G6 ‘Safeguarding Duty’ to clarify The Open University’s statutory obligation to disclose particular information as relevant to the internal Safeguarding team or external parties.

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- f) Addition of paragraph A3.4 and paragraph G7 'Prevent Duty' to clarify The Open University's statutory obligation to disclose particular information as relevant to The Open University Prevent team.
- g) Addition of paragraph A4.2(h) to reference additional residence requirements and required evidence listed in Section A5.
- h) Addition of sentence and amendment to wording within A5.4 and C3.5 to advise where The Open University may require additional evidence to verify your status in the UK or ensure you are entitled to visit the UK.
- i) Addition of sentence within paragraph A5.5 to inform students that they need to meet any restrictions imposed by education authorities to be permitted to register with The Open University.
- j) Addition of paragraph A5.7 to inform of circumstances where students are additionally required to provide an address in the UK for delivery of materials.
- k) Addition of sentence within paragraph A6.3 and Section E2 to note that The Open University may cancel registration if personal information is not kept up to date.
- l) Additional sentences added to paragraph A7.6.3 and addition of paragraph A7.6.4 regarding administration of the waiting list for limiting places available for registration on a module, and the impact this may have on study plans.
- m) Addition of recommendation to contact your Student Support Team for further information about additional charges payable in Section B1.
- n) Addition of paragraph B2.4 to explain when Claim Authorisation Notes (CAN) will be accepted.
- o) Additional clarification added into paragraph B3.3 regarding when The Open University may share data with external agencies.
- p) Amendments to Section B5 to clearly present how The Open University deals with different types of student debt in line with the Student Debt Policy. The related paragraph (E2.1, c) has been reinserted for clarity.
- q) Inclusion of paragraphs to specify that students living in Wales have the right to submit written work in Welsh (C2.2) and can receive correspondence in Welsh (G1 and Further Clarification).
- r) Sentence added into paragraph G2.2 to inform students that The Open University will not be responsible for failure to receive emails if Section G2 of the Conditions is not adhered to.

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## Conditions of Registration superseded by this document

This document replaces the previous version of Conditions of Registration 2019/20.

### Scope

#### What this document covers

These Conditions of Registration apply to students who register for undergraduate and taught postgraduate modules and qualifications, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a student.

These Conditions apply to your study of modules which start in the academic year 2020/21 (which runs from 1 August 2020 to 31 July 2021) and to any qualification that these modules may be studied towards.

For a module which started before 1 August 2020 or is due to start after 31 July 2021 you should refer to the Conditions of Registration for the relevant academic year.

Students studying The Open University's Pre-Registration Nursing programme, The Open University's Social Work programme, or the PGCE in Wales should also refer to their respective Conditions of Registration: Supplementary Agreements as follows:

- Students studying on The Open University's Pre-Registration Nursing programme: [Conditions of Registration: Supplementary Agreement \(Nursing\)](#).
- Students studying The Open University's Social Work programme: [Conditions of Registration: Supplementary Agreement \(Social Work\)](#).
- Students studying for a PGCE in Wales: [Conditions of Registration: Supplementary Agreement for PGCE Salaried Students Postgraduate Certificate in Education \(Wales\)](#).

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#### What this document does not cover

These Conditions do not apply to the following:

- a) Postgraduate Research students (PGR programmes).
- b) Those studying free courses on OpenLearn or FutureLearn.
- c) Those studying Short Courses. Please refer to the [Conditions of Registration \(Short Courses\)](#).

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- d) Those studying a Microcredential. Please refer to the [Terms and Conditions \(Microcredentials\)](#).
- e) Those studying an Apprenticeship. Please refer to the [Conditions of Registration \(Apprentices\)](#).

**PGCE study in Wales**

If you are studying for a PGCE qualification in Wales, the following sections within these Conditions of Registration are **not** applicable, and you should refer to the Conditions within the [Conditions of Registration 2019/20: Supplementary Agreement for PGCE Salaried Students Postgraduate Certificate in Education \(Wales\)](#).

**Summary of the main terms of the contract between us**

- Points 9. and 11. do not apply

**A: Your agreement**

- **A1.d)** the “[Policy for the admission of applicants under the age of 18](#)” does not apply as the programme will not admit anyone under 18.
- **A2** is superseded by Section 2.1 of the [PGCE Supplementary Agreement](#)

**B: Your fees**

- Superseded by Section 5 of the [PGCE Supplementary Agreement](#)

**E: Ending your registration**

- **E1** is superseded by Section 7 of the [PGCE Supplementary Agreement](#)

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## Related Documentation

Refer to the following documentation in conjunction with this document:

### Documents that govern your study:

- [Academic Regulations \(Taught Courses\)](#)
- [Fee Rules \(Undergraduate\)](#)
- [Fee Rules \(Taught Postgraduate\)](#)
- [Student Complaints and Appeals Procedure](#)
- [Student Debt Policy](#)
- [Code of Practice for Student Discipline](#)
- [Code of Practice for Student Assessment](#)
- [Fitness to Practise Policy](#): Students studying programmes such as Nursing, Nursing Associate, Social Work, Policing and PGCE are requested to be particularly aware of The Open University's [Fitness to Practise Policy](#) and the effect this policy may have on their future and/or continued employment.

### Information and guidance:

- [Changing Your Study Plans Policy](#)
- [Fitness to Study](#)
- [Policy for the admission of applicants under the age of 18](#)
- [Safeguarding Policy – Protecting children and vulnerable adults](#)
- [Student Computing Policy](#)
- [Social Media Policy](#)
- [Student Protection Plan](#)
- [Student Privacy Notice](#) (and Supplementary Privacy Notices where relevant to your circumstances)

The full suite of Open University policies are available on the [Student Policy and Regulations](#) website.

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## The Open University Student Charter Principles

This document aligns with the following [Open University Student Charter](#) Principles:

- Principle 2: We aim to inspire and enable learning
- Principle 3: We share the responsibility of learning
- Principle 4: We work together to secure the University's mission and to promote the University's values

## Introduction

### About these Conditions of Registration

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University. They also reference other policies, procedures, guidance documents, the Open University regulations and codes of practice listed in [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a student of The Open University.

When you register to study with The Open University you are entering into a legal agreement with us which places legally binding obligations on each of us.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in the Registration Agreement, in these Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please [contact us](#) before you complete your registration. You should also check the Registration Agreement carefully before you submit it to make sure that all of the details are correct.

Should any details in the Registration Agreement be incorrect:

- If you are registering online you can go back and change them.
- If you are registering by telephone, please ensure that our advisor is given the correct details and has confirmed them to you.
- If you have a printed registration form do not alter it or sign it. Please [contact us](#) to tell us what changes you want to make and we will send you a new Registration Agreement.

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## Summary of the main terms of the contract between us

This section sets out a brief summary of the main terms of your contract to study with The Open University. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.

1. This is a legally binding agreement between you and The Open University, to study an Open University module or an Open University qualification.
  - a) You have a statutory right to cancel your Registration Agreement with The Open University within 14 calendar days of the date of the letter/email confirming the agreement.
  - b) If you cancel your registration more than 14 calendar days after the date of that letter or email, you may still do so but you may, in certain circumstances, remain liable to pay fees.
2. You agree to pay tuition fees for your module or qualification. If you do not pay your fees, The Open University can end this agreement and/or can take legal action to recover unpaid fees from you, in line with our [Student Debt Policy](#).
3. There may be additional costs of study (for example, transport to an examination centre) and other charges (for example, the accommodation fee for a residential school) which you will have to pay in order to complete your studies successfully. These are outlined in the module description on our online prospectus.
4. We will use your personal information to maintain your student record, to provide support for your studies and for other facilities. Please see the [Student Privacy Notice](#) (and [Supplementary Privacy Notices](#) if relevant to your circumstance) for more information. We will only share your information with others in accordance with our [Student Privacy Notices](#).
5. We will provide you with teaching and assessment materials and learning support which are described in the module description in our online prospectus.
6. You agree to study the module or qualification, make reasonable use of the support provided and to carry out the assessment activities as required for that module or qualification.

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7. There is no guarantee of academic success. The Open University will use its academic judgement to decide whether you have met the learning outcomes for the module that you are studying. If you do, you will be awarded credit that can be used to count towards Open University qualifications.
8. In order to pass a module you may need to submit and pass a number of tasks, which could include a written exam. In some circumstances you may be given an opportunity to resit the exam or resubmit the final task if you do not pass the module first time, but your result will normally be capped at the lowest grade of pass. An additional resit or resubmission fee may be payable. Contact your [Student Support Team](#) for more information about any fees payable. Further information is available in the [Academic Regulations](#).
9. If you are studying for a qualification you may need to enrol for, study and pass further modules to achieve that qualification. A further fee is payable for each module that you study. The level of fees may change as set out in the [Fee Rules](#). If you do not achieve the qualification you will not be entitled to a refund of fees for the modules you have studied.
10. If you are studying for a qualification that you have registered for or declared, The Open University will make modules available to enable you to achieve that qualification. There is no guarantee that all modules that are available at the time of your registration will remain available and we may, in certain circumstances, make changes to or withdraw curriculum, or restrict the number of places available to study a module at a particular start date. If we do, we will give you notice and a reasonable opportunity to complete the qualification, as per our [Student Protection Plan](#).
11. If you wish to change the module(s) that you are studying or the qualification that you are studying towards, you may do so by following the rules in the [Changing Your Study Plans Policy](#).
12. The Open University can apply conditions to your study or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, or to comply with statutory responsibilities.
13. There may be some exceptional circumstances in which we are unable to provide the module that you have registered or enrolled for, but we will provide you with advice and guidance and a reasonable alternative.

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14. The University can end this agreement if:
- a) you have provided us with false or misleading information or you do not keep your personal information up-to-date;
  - b) you have not done something you were required to do as a condition of your registration (for example, to pass a previous module or to obtain a work placement);
  - c) you do not pay your tuition fees or are in debt to The Open University in respect of tuition fees or other academic charges;
  - d) you are found to have committed a serious breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study.
15. You will be given an Open University computing account, which you must use responsibly and in accordance with the [Student Computing Policy](#).
16. You must provide us with your contact details and keep them up to date.
17. We will communicate with you by email, through [StudentHome](#) and other Open University websites. It is your responsibility to check for messages regularly.

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

### A1. The terms of the agreement

When The Open University formally accepts in writing, by letter or email, your application to register to study with The Open University, you as the student and The Open University are entering into a legal agreement with each other.

- a) These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered student.
- b) In addition, if you are registering for a qualification to which vocational requirements apply, you may also be required to enter into a supplementary agreement with The Open University. Any such agreement will form part of these Conditions and must be read in conjunction with them. In some circumstances, you will also be required to enter into a separate agreement with an employer, placement provider, professional body or other relevant third party.

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- c) In addition, if you are registering for a qualification or module which is offered under a partnership agreement between The Open University and another educational institution ('your Local Education Centre'), some of the services and facilities provided to you under this agreement may be provided to you by the Local Education Centre on behalf of The Open University and not all services or facilities may be available. The fee arrangements may also vary, but you will be told separately about the specific arrangements that will apply to you. You may also be required to enter into a supplementary agreement with The Open University and/or the Local Education Centre. Any agreement made under this provision with The Open University will form part of these Conditions and must be read in conjunction with them.
- d) In addition, if you will be under the age of 18 on the start date of any module for which you are enrolling or registering, you will only be accepted as a student if you are permitted to study in accordance with the [Policy for the admission of applicants under the age of 18](#). Your registration or enrolment will be subject to any specific arrangements in connection with the proposed study which were taken into account in giving permission to study and to any additional terms or conditions required under [Section A3 \(Additional conditions to comply with statutory responsibilities\)](#) below.
- e) The Registration Agreement, the Conditions and the rules, regulations, policies and procedures which form part of it, and any supplementary agreement required under Condition A1b), A1c) or A1d) contain the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Conditions, the Conditions of Registration will take priority, unless formally agreed in writing by The Open University.
- f) The Open University Senate may change rules, regulations, policies and procedures in the circumstances set out in the [Academic Regulations \(Taught Courses\)](#). The Senate gives reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in Section B of the [Academic Regulations \(Taught Courses\)](#) and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- g) It is your responsibility as a student to ensure that the qualification or module you are registering to study is recognised by the appropriate professional body or employer and/or country within which you intend to utilise that study. In particular, it is your responsibility as a student to ensure that qualifications studied via distance learning are recognised.

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h) 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.

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## **A2. Additional condition for disclosure of legal restrictions and conditions**

- A2.1 Disclosure of a criminal conviction is not a requirement to study at The Open University. However, students who are currently, or become, subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community.
- A2.2 This disclosure helps us support students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations, and includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).
- A2.3 In circumstances where legal restrictions and conditions make a student's first choice of course impractical, The Open University will undertake to make reasonable adjustments and suggest alternative programmes of study where available.
- A2.4 The Open University provides services to give specialist advice and support to students entering our student community from many different walks of life. Students coming to The Open University with a spent or unspent conviction may find it useful to connect with these services and gain additional support as part of their study with us. Any disclosure to utilise a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require. If appropriate, a referral will be made to our specialist support team who will be able to provide further guidance and support if your disclosure impacts on your study.

For further guidance on disclosure please refer to the [Appendix](#), our [Supporting Students in Secure Environments](#) web pages or contact [Community Support, Students in Secure Environments](#).

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### **A3. Additional conditions to comply with statutory responsibilities**

- A3.1 The Open University may impose conditions or vary the terms on which you study and/or access services and facilities. Action may be taken 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.
- A3.2 Conditions may be imposed or terms may be varied by The Open University in order to meet its duties with respect to the safeguarding of young persons or vulnerable and protected adults, or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the [Safeguarding Policy](#) and Section G6), Open University 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).
- A3.4 In order to fulfil The Open University's Prevent duty (in line with [The Open University Prevent Principles](#) and Section G7), Open University employees, students 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 to The Open University Prevent team for investigation.

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### **A4. Registration**

- A4.1 The Registration Agreement will come into force when The Open University confirms formally (by letter or by email) that they have accepted your application to register.
- A4.2 Your application to register as a student of The Open University is subject to you satisfying to The Open University that:
- a) you have met the general requirements for registration set out in the [Academic Regulations \(Taught Courses\)](#); and
  - b) you have met any requirements for registration or enrolment for any module as set out in the [Academic Regulations \(Taught Courses\)](#); and
  - c) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification; and

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- d) if applicable, you have entered into a supplementary agreement as required under Condition A1b) or A1c) above; and
- e) if applicable, you disclose any legal restrictions or conditions under Condition A2 above, and
- f) you have paid the relevant fee or provided an approved payment method; and
- g) unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident; and
- h) you have met any additional residence requirements or provided required evidence as detailed within Section A5; and
- i) if you are under 18, you are accepted to study under the [Policy for the admission of applicants under the age of 18](#).

## **A5. Residence requirements**

- A5.1 The Open University is only able to sponsor a student visa for research degree students. This means that The Open University is unable to sponsor your student visa if you register to study an undergraduate or postgraduate taught module or qualification.
- A5.2 If you are currently resident in the UK on a visa, which permits you to study with The Open University but which only allows a stay in the UK for up to six months, you will only be eligible to:
- a) register on a qualification that is available for study in the country in which you are ordinarily resident;
  - b) register or enrol on a module that is available for standalone study within the UK if you will be resident in the UK when the module starts and will be in the UK for at least half the duration of the module;
  - c) attend a compulsory face to face residential school, with a duration of a week, where there is no online alternative learning experience available.

If you do not meet these criteria, we reserve the right to restrict your registration or enrolment to modules available globally only.

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- A5.3 If you are currently resident in the UK on a visa other than a standard visitor visa, and it is due to expire within the next 12 months, we may restrict your registration or enrolment to modules studied on a standalone basis or towards a qualification at a lower level than you originally intended until you have secured a visa that meets our requirements.
- A5.4 If you are currently resident in the UK on any type of visa or you are an asylum seeker with restrictions on the length of your stay within the UK, you may be required to supply additional evidence, as required by UK Visas and Immigration (UKVI) before you are able to study certain subjects. The Open University is required to ensure that all students studying with us have permission to do so. This means that you may be required to submit additional evidence to verify your status in the UK or ensure you are entitled to visit the UK. If you are unable to provide evidence which verifies your status, The Open University may be unable to accept your registration on to your chosen module(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 refunded.
- A5.5 If you are not resident in the UK you may only register or enrol for a module that is available to study in your country of residence and you may only register for or declare a qualification where there are sufficient modules (including all compulsory modules) available for study in your country of residence to enable you to successfully complete that qualification. If there are any restrictions that are imposed on you by the education authorities within the country where you are resident, you also need to meet these before we can accept your registration on your chosen module or qualification.
- A5.6 When you register, you must provide your home address. If you live outside the UK, you should **only** give us your work or care of (c/o) address if exceptional permission has been granted to do so. This allows The Open University to accurately assess the curriculum available to you and the fee you are liable to pay, as outlined in our [Fee Rules](#). If you are unsure or would like to seek exceptional permission, please contact your [Student Support Team](#).
- A5.7 If your place of residency is the UK and you are temporarily resident outside the UK, you must give an address in the UK for delivery of your study materials and arrange for them to be forwarded at your own cost. If you wish to use a British Forces Post Office address you may also be required to provide an additional address for delivery of materials; please contact your [Student Support Team](#) for details.

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## A6. Personal information

- A6.1 The personal information which we have collected from you is shown in the profile section of your [StudentHome](#) website. We also keep records of your contact with us and your participation in learning activities.
- A6.2 When you register to study with The Open University, the personal information that you have supplied will be used and processed in accordance with the [Student Privacy Notice](#) (and [Supplementary Privacy Notices](#) if relevant). 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.
- A6.3 We use the information that we hold in our records to process your registration, to keep in touch with you, to support you in your studies 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 us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details. If you do not notify us of any changes or errors to your personal information (such as the country where you are resident or ordinarily resident) this may impact upon your ability to continue studying with The Open University in line with E2.1(a). Details of how you may change any of your personal information are set out on [StudentHome](#). We 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](#).
- A6.4 If you are awarded any qualification of The Open University, any certificate in respect of that qualification will be issued in the name that we hold in our records at the point when your qualification is conferred. A certificate will not be amended or reissued in a different name if a change of name is notified after the date your qualification is conferred except in the case of an error by The Open University in recording your personal details or if a valid request is made under the Gender Recognition Act 2004. A duplicate certificate will be issued in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

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## **A7. Our right to make changes**

A7.1 The [Academic Regulations \(Taught Courses\)](#) set out the circumstances in which The Open University may make changes to regulations, rules, curriculum or qualifications. The Open University's [Student Protection Plan](#) outlines the reasonable measures we will take to support continuation of your study should we make changes to or withdraw modules, qualifications, study routes or whole disciplines, or there are changes to circumstances which affect your study. The following paragraphs outline the circumstances in which The Open University may make changes to these terms or our educational services.

### **A7.2 Circumstances outside our control**

The Open University will take all reasonable steps to provide the educational services that you have registered or enrolled 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 to and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

### **A7.3 Maintenance of academic standards**

- a) The Open University may suspend or cancel registrations and enrolments for a module where it is unable to guarantee academic standards at the start date of the module:
- i. where either too few or too many students have registered or enrolled for the module to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the module and/or accreditation requirements; or
  - ii. in the case of the first presentation of a module only, where notice has been given during the registration process that the module is under development or subject to accreditation or validation, and The Open University is unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the module starts; or

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- iii. for any other module, there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened for that academic year that requires significant change in order to maintain the currency or academic standards of the module or the academic reputation of The Open University, that The Open University is not reasonably able to make before it starts; or
  - iv. there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that The Open University is unable to resolve before the module starts.
- b) The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

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

The Open University may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools and other teaching sessions, assessments or examinations due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of The Open University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. 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.

#### **A7.5 Changes to Modules**

A7.5.1 The Open University will not normally make changes to a module for students who are enrolled or registered on that module.

A7.5.2 A change to a module on which you are enrolled or registered will normally only be made if the change is required immediately 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.

A7.5.3 Where a change is made to a module on which you are enrolled or registered you will be given as much notice as possible of the change and, if there is any detriment to you as a result of the change, the opportunity to withdraw from that module without penalty.

A7.5.4 Modules on which students are not yet enrolled or registered may be changed or withdrawn at short notice.

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## **A7.6 Limiting places available for registration**

- A7.6.1 There may be occasions where we need to restrict the number of places available to study a module at a particular start date. This may be as a result of a number of factors such as limited tutor availability or limited availability of study resources.
- A7.6.2 We will endeavour to resolve issues to enable all interested students to study, however where this is not possible, students may be asked to consider studying an alternative module or at an alternative start date.
- A7.6.3 Where the maximum capacity is reached before the final enrolment date, we will administer a waiting list and re-allocate places as and when they become available. Places will be allocated according to criteria determined by The Open University, which will be applied on a case by case basis at the University's discretion. Students placed on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.
- A7.6.4 Where you have been placed onto a waiting list, there is no guarantee that you will be able to continue to study modules in your chosen study order, or at your intended study intensity.

## **A7.7 Changes to Qualifications**

- A7.7.1 The Open University continually seeks to enhance its students' experience and ensure that courses remain valid, relevant and current. The modules that are made available in future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the commencement of your qualification. Modules on which students are not yet registered or enrolled may also be amended in any of the circumstances referred to in [A7.2](#).
- A7.7.2 In line with this aim and in any of the circumstances referred to in [A7.2](#), The Open University may make changes to the structure of its qualifications. These may include such matters as the balance between core options and free choice modules, the balance between coursework and examination or other forms and 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.
- A7.7.3 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 teach-out arrangements set out in any notice given.

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- A7.7.4 The notice period provided may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification.
- A7.7.5 If you are unable to complete your qualification within the notice period you will be able to obtain advice and guidance to help you move to a similar qualification under the new structure, to a related qualification or, if you are an undergraduate student, to a qualification under The Open Programme.

## **A7.8 Withdrawal of Qualifications**

- A7.8.1 The circumstances in which The Open University may withdraw qualifications are set out within Section B of the [Academic Regulations \(Taught Courses\)](#), “Changes to regulations and curriculum”. If you are registered for or have declared a qualification and The Open University has approved the withdrawal of that qualification, you will be given notice of the withdrawal and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required modules. If the period for withdrawal is shorter than that of the qualification time limit, then the withdrawal date will override the qualification time limit.
- A7.8.2 Except in the circumstances set out below, the minimum period of notice that you will be given will be sufficient for you to complete the qualification at a study intensity of half of the full-time equivalent rate assuming that you do not defer or fail any module or take any study break.
- A7.8.3 The notice period set out above may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification for the change to be made in a shorter period of time.
- A7.8.4 If you are unable to complete your qualification within the notice period you will be able to obtain advice and guidance to help you move to a related qualification, including an equivalent qualification under the Open Programme.
- A7.8.5 You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are awarded credit as a result of:
- i. a resit or resubmission of your final module(s)
  - ii. if your final module does not permit resit/resubmissions, a retake, taken at the next available opportunity and completed within 12 months.

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## **A8. Your cancellation rights**

- A8.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module 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. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that module.
- A8.2 If you wish to cancel this agreement, or make other changes to your study more than 14 calendar days after the date of the email or letter confirming The Open University's acceptance of your application to register, you must follow the instructions in the [Changing Your Study Plans Policy](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules](#).
- A8.3 Further information about cancelling or ending your registration or enrolment, including the actions you must take to do so, can be found in [Section E](#).
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## **A9. Complaints and appeals**

The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

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## **A10. 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 this Code.

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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 of The Open University 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 which may be due to The Open University in respect of your studies that are not covered by the tuition fees, as set out below. You will be provided with information about those additional charges, when they are due and how they may be paid, before you register. Contact your [Student Support Team](#) for more information about any additional charges.
- B1.2 The tuition fee covers the tuition, materials (excluding set books) and assessment for the module(s). Please note that if you are required to purchase set books relevant to your studies, these do not need to be purchased from The Open University.
- B1.3 An additional fee may be payable, in the circumstances set out in the [Fee Rules](#), for an examination taken at a non-established examination centre. There may be circumstances where we are unable to arrange exams in countries suffering from social unrest or conflict. In these circumstances, students may be expected to travel to a neighbouring country to complete their exam.
- B1.4 If you are a postgraduate student and, under the assessment rules, you are eligible to resit an examination or resubmit an examinable component, you may be required to register for the resit or resubmission and an additional resit or resubmission fee may be payable. Contact your [Student Support Team](#) for more information about any fees payable.
- B1.5 If your module includes a residential school, the tuition fee may not cover the costs of accommodation, meals, travel or other facilities provided in connection with attendance at that residential school, whether they are provided by The Open University or otherwise, unless otherwise stated in the module description in our printed or online prospectus. Appendix 3 to the [Fee Rules](#) explains the circumstances in which this charge is applicable, how and when it should be paid, and what will happen if you fail to pay this charge or withdraw your registration on the associated module.

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B1.6 Payment of or arrangement to pay your fees must be in place by the Final Enrolment Date for your module. The payment methods accepted by The Open University, depending on personal circumstances and eligibility, are:

- Credit/Debit Card
- Government funding (including loans and grants)
- Sponsorship
- Third party payment by credit/debit card
- Payment in instalments via a loan through Open University Student Budget Accounts Limited (OUSBA)
- Bank Transfer
- Personal cheque/Postal Order
- Enhanced Learning Credits

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

B2.1 When you register to study with The Open University you agree to pay the whole of the fee set out in the Registration Agreement or registration confirmation (see [Section B3](#), “How we calculate your fees” below for details of the information we use to calculate your fees).

B2.2 You are normally required to have paid or secured an agreement to pay your fees by a payment method approved by us before we will accept your registration. However, The Open University may, at its discretion, accept your registration before your approved payment method such as a government grant, an undergraduate student tuition fee loan or payment by a sponsor has been secured. The exercise of this discretion will be conditional upon you having taken and/or agreeing to take all reasonable steps (as the case may be) to secure that payment method within a reasonable time. If you have not secured that payment within the reasonable time we have given you to do so, The Open University may cancel your registration as set out in [Section E2](#) “The Open University’s right to cancel your registration or enrolment”. You will be notified in advance if this is the case.

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- B2.3 If you are intending to pay 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 by that date.
- B2.4 We will only accept Claim Authorisation Notes (CAN) where the module fees quoted are for your chosen presentation start date and the fees for the relevant academic year have been approved by The Open University as displayed on the online prospectus.
- B2.5 If you are paying your fees using a loan via The Open University Student Budget Accounts Limited (OUSBA) you may remain liable to meet scheduled re-payments unless you have cancelled this agreement in circumstances which entitle you to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA Ltd if you are not sure.
- B2.6 If you are registering to study a qualification, you only become liable to pay fees as you register for each module. You will not be bound to pay fees in relation to any further modules unless you enrol or register and your application to study those module(s) is accepted. If you do not complete or pass all the modules required to achieve a qualification, you will not be entitled to receive any refund of fees you have paid for previously completed modules.

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

- B3.1 Your fees are calculated in accordance with our [Fee Rules](#), based on the information that you have given us about:
- i) your intended qualification;
  - ii) your module choice(s);
  - iii) your nationality;
  - iv) whether you are ordinarily resident in the UK, the EU/EEA or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland or Wales.
- B3.2 You must check that this information is correct before you apply to register. If any information is incorrect **do not continue with registration**; please go back and correct it.
- If we have sent you a printed Registration Agreement and it is incorrect, **do not alter or sign it**. Please [contact us](#) to give us the correct information and we will send you a new Registration Agreement.

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B3.3 The Open University reserves the right to check any information that you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Registration Agreement and the correct fee if higher. These checks may be made at any time, including after you have begun your study. The Open University may share data with external agencies to check that the correct fee has been paid, to check allocation of funds and for the detection and prevention of crime.

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

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

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- B4.5 If your registration or enrolment is cancelled under Sections B4.2 or B4.4 above it will be reinstated in the following circumstances:
- a) if you contact us within 7 calendar days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method; or
  - b) if you contact us more than 7 calendar days after the date of cancellation having secured an agreed payment method or if you provide payment by a different method, and you agree to accept the potential impact any gap in your studies may have on your academic progress.
- B4.6 If your registration or enrolment is cancelled under paragraph B4.2 or B4.4 above you will remain personally liable to The Open University for all the fees which are due by the date of the cancellation. If you do not pay those fees you will be in debt to The Open University and The Open University will take action to recover that debt in line with our [Student Debt Policy](#).
- B4.7 If you are required to pay any other charges in connection with your studies (which shall include but shall not be limited to the international examination fee or accommodation charge for a residential school) and you do not pay those charges when they become due you may not be provided with the services or facilities to which those charges relate. If, at The Open University's discretion, the services or facilities are provided and the charges remain unpaid, you will be in debt to The Open University and The Open University will take action to recover that debt in line with our [Student Debt Policy](#).
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## **B5. Consequences of not paying fees or additional charges**

- B5.1 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 non-academic debt, 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](#).
- B5.2 If you are in debt to The Open University for your fees or other charges (all manner of debt), we will:
- a) 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 in line with our [Student Debt Policy](#).

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- b) 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.

B5.3 If you are in debt to The Open University for your tuition fees or other academic charges (academic debt) we may, in addition to B5.2 above:

- a) cancel your registration or enrolment at any time as detailed in [Section E2: The Open University's right to cancel your registration or enrolment](#), and/or;
- b) only permit you to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have another secured method of payment for those tuition fees or charges, which we have accepted, and you settle or make arrangements to settle the debt.

B5.4 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 mentioned above at a later date.

## Section C: Your learning

### C1. Registration and enrolment on a module

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

- a) you will be provided with the module tuition, module materials and module assessments as described in the module description in the online prospectus;
- b) you agree to study the module materials, submit the module assessments at the times and in the manner specified and to attend the module examination (if any);
- c) If you are an undergraduate student and are eligible under the assessment rules for your module, you will be offered, as part of your registration, one opportunity for an examination resit or resubmission of the examinable component where this is available. This may not apply if you are a postgraduate student – please see paragraph [B1.4](#) above.

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## **C2. Assessment**

- C2.1 The Open University's [Code of Practice for Student Assessment](#) will apply to the assessment of your module(s). We will apply our academic judgment to determine the extent (if any) to which the learning outcomes of the module(s) have been met.
- C2.2 Students living in Wales have the right to submit written work in Welsh, and we will not treat your work less favourably if you do this.
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## **C3. The Residential School element**

- C3.1 If your module includes a compulsory residential school element you must participate satisfactorily, as defined in the learning outcomes, or you will fail the module.
- C3.2 Some modules provide an Alternative Learning Experience (ALE), which delivers the core learning outcomes of the residential school element, and which you may participate in instead of attending a residential school. If you are studying a module which does not have an ALE, you must attend the residential school, or you will fail the module.
- C3.3 You must follow the procedure on your module website for booking a place at a residential school or on the ALE. Bookings are subject to a time limit and to availability. It is your responsibility to ensure that you have made a booking.
- C3.4 If you do not make a booking at the appropriate time, or if you are not sure that you will be able to attend a residential school or participate in the ALE that you have booked, you should immediately seek advice from the [Residential Schools Team](#).
- C3.5 If you are attending a residential school in the UK and you require a visa to enter the UK, it is your responsibility to obtain the necessary 6-month visitor or student visitor visa. We may request additional evidence from you to verify your status in the UK or ensure you are entitled to visit the UK. If you are unable to supply the necessary evidence, we may be unable to accept your registration or, if we have allowed you to register, your registration may be cancelled, and any fees refunded. Please contact us to request a letter from your Student Support Team to use in support of your application for a 6-month visitor or student visitor visa, as the standard "Confirmation of Registration" letter/e-mail will not suffice.

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#### **C4. Counting credit towards a qualification**

If you are awarded credit for a module you may be able to count that credit towards an Open University qualification as set out in the [Academic Regulations \(Taught Courses\)](#).

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#### **C5. Notification of relevant disabilities**

If you have told us that you have a disability which might affect your studies, examination or assessment, you must provide us with any further information we ask of you so that we comply with our responsibility to make reasonable adjustments under the Equality Act 2010.

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#### **C6. Tutorials**

As part of studying a module, you may be offered the opportunity to attend tutorials either on a face-to-face basis or online. We cannot guarantee tutorial availability close to where you live, and you may need to travel to attend. Tutorial availability will also vary between modules and you may find that proximity or availability of face-to-face tutorials may decrease as the level of study increases and content is more specialised. Wherever possible we will provide an online alternative to any face-to-face tutorials so that students who are unable to attend are not disadvantaged.

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#### **C7. Monitoring study**

We will collect information about your participation in your studies in order to provide support services and administer funding (including the payment and suspension of grants or loans). Further information is available in the [Student Privacy Notice](#) (and [Supplementary Privacy Notices](#) if relevant to your circumstance).

### **Section D: Your qualification**

There are four subsections in this section and you should read the one that applies to the way you are studying or the type of qualification that you are studying towards.

If you are not sure which section applies to you or whether your qualification or module is undergraduate, postgraduate or an Integrated Master's Degree, you can find this information in the qualification or module information in our [online prospectus](#) or by contacting your [Student Support Team](#).

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## **D1. Studying modules on a standalone basis**

### **D1.1 Who this section applies to**

This section applies if you are an undergraduate or postgraduate student studying a standalone module that is not currently counted towards any Open University qualification.

### **D1.2 Counting credit towards a qualification**

You may be eligible to count credit you are awarded for a standalone module towards an Open University qualification as set out in the [Academic Regulations \(Taught Courses\)](#). In order to do so you must contact the [Student Support Team](#) to either register for or, if eligible, declare a qualification and link your credit to that qualification.

### **D1.3 Effect of not registering for or declaring a qualification**

If you are studying with the intention of claiming an Open University qualification but have not yet registered for or declared that qualification, we recommend that you do so. If you do not register for or declare a qualification:

- a) we do not guarantee to provide you with study opportunities that will enable you to achieve a qualification;
- b) you will not have access to additional facilities and resources that are provided for students who have registered for or declared a qualification;
- c) you will not receive specific notice of amendments to and withdrawals of qualifications or guidance that is issued to students in those circumstances;
- d) you will not be awarded the qualification even if you have been awarded all the required credit.

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## **D2. Students who have declared a BA/BSc Open, Diploma of Higher Education Open or Certificate of Higher Education Open**

### **D2.1 Who this section applies to**

This section applies if you are an undergraduate student who began studying towards the BA/BSc Open, Diploma of Higher Education Open or Certificate of Higher Education Open before 1 August 2012 and have declared this as your qualification intention.

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You will be studying for a declared BA/BSc Open, Diploma of Higher Education Open or Certificate of Higher Education Open if it is the version that was available before 1 August 2012, you have linked the modules you are studying towards that qualification and you have told us that you are declaring this as your qualification intention. The BA/BSc Open, Certificate and Diploma of Higher Education Open were withdrawn on 31 December 2019.

You will also be in this category if you are studying a postgraduate module as part of your declared BA/BSc Open, Diploma of Higher Education Open or Certificate of Higher Education Open.

## **D2.2 Your declared qualification**

Your declared qualification is shown in the Registration Agreement and on [StudentHome](#). Subject to the time limits below, we will provide you with the opportunity to register for modules which may be linked to your declared qualification and, subject to the [Academic Regulations \(Taught Courses\)](#), to count credit awarded for completed modules that will enable you to achieve that qualification. We do not, however, guarantee that any module that is shown in the current specification for your intended qualification will remain available in the future.

## **D2.3 Time limits for linking credit to a declared qualification**

You will have been required to link any credit that you wish to count towards your declared Open qualification before 31 December 2019. If you have not done so, or if you have not gained sufficient credit to be awarded your declared Open qualification by the date of withdrawal, you will no longer be able to complete that qualification.

If you wish to complete an Open University qualification after 31 December 2019, you may register for a different qualification and count credit towards that qualification, under the rules which apply to that qualification and are in force at the time.

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### **D3. Students who are registering or registered for an undergraduate qualification**

#### **D3.1. Who this section applies to**

This section applies if you are registering or registered for an undergraduate qualification.

You will be in this category if:

- a) you are an undergraduate student who first studied with The Open University after 1 August 2012, and you are studying for a qualification
- b) you first studied before 1 August 2012 and have opted to study towards a qualification that has been introduced since August 2012
- c) you are studying an Integrated Master's Degree
- d) you are studying a postgraduate module as part of an undergraduate qualification that has been introduced since August 2012, or as part of an Integrated Master's Degree.

#### **D3.2 Your registered qualification**

- a) Your registered qualification is shown in the Registration Agreement and on your StudentHome. The Open University will provide you with the opportunity to enrol for modules for your registered qualification which will enable you to achieve that qualification. We do not, however, guarantee that any module or combination of modules that is shown in the published qualification information for your intended qualification will remain available in the future. [Section A7.5](#) "Our rights to make changes" outlines how we may make changes to qualifications.
- b) During the enrolment process you may be asked to make choices of subjects, modules or qualification designations. Your choices or the previous choices you have made may result in some restriction of the modules that you may be able to enrol for as you progress through your qualification.

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### **D3.3 Time limits for completing your registered qualification**

- a) The Open University may set a time limit for you to complete your registered qualification. If you have not completed your registered qualification before this time limit expires, your registration for that qualification will lapse. If this happens we will maintain your record of study and you may subsequently register on a module or a new qualification, if you are eligible to do so, by following the rules in force at the time.
  - b) If notice has been given that your registered qualification will be withdrawn you will be given a reasonable opportunity to complete the qualification before the withdrawal date, as set out in the [Academic Regulations \(Taught Courses\)](#). If you have not gained sufficient credit to be awarded your registered qualification by the date of withdrawal, you will no longer be able to complete that qualification. You may be able to count your credit towards a different qualification, subject to the rules in force at the time.
- 

## **D4. Students who have declared a postgraduate qualification**

### **D4.1 Who this section applies to**

This section applies if you are a postgraduate student who has formally declared a postgraduate qualification intention, has been accepted to study that qualification and has linked the modules you are studying towards it.

### **D4.2 Your declared postgraduate qualification**

- a) Your declared postgraduate qualification is shown in the Registration Agreement. The Open University will provide you with the opportunity to register for modules which may be linked to your declared qualification and, subject to the [Academic Regulations \(Taught Courses\)](#), to count credit awarded for completed modules that will enable you to achieve that qualification. We do not, however, guarantee that any module or combination of modules that is shown in the published qualification information for your declared postgraduate qualification will remain available in the future. [Section A7.5](#) outlines how we may make changes to qualifications.
- b) You must link any credit that you wish to count towards your declared postgraduate qualification in order to be awarded that qualification.

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#### D4.3. Time limits for your declared postgraduate qualification

If notice has been given that your declared postgraduate qualification will be withdrawn you will be given a reasonable opportunity to complete the qualification by the withdrawal date as set out in the [Academic Regulations \(Taught Courses\)](#). If you have not gained sufficient credit to be awarded your declared qualification by the date of withdrawal, you will no longer be able to complete that qualification. You may be able to count your credit towards a different qualification, subject to the rules in force at the time.

## Section E: Ending your registration

### E1. Cancelling your registration

E1.1 To cancel your registration or enrolment on your qualification or module, you must inform The Open University of your decision by making a clear statement by letter, email, the online or printed cancellation form, or on the telephone. Full details are in the [Changing Your Study Plans Policy](#).

If you do not cancel by following the [Changing Your Study Plans Policy](#) you will not be eligible for any fee refunds or fee credits, even if you do not participate or cease to participate in learning or assessment activities.

E1.2 You must follow agreed procedures in order to cancel your registration, as follows:

a) **Withdrawing your application before you are registered**

If you want to withdraw your application before you are registered, you should not proceed with your registration. If The Open University has sent you a printed Registration Agreement and you have not signed and returned this agreement, do not alter or sign this agreement. Please [contact us](#) to tell us and we will cancel your application.

b) **Withdrawing from your qualification and/or module within 14 calendar days of registration**

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

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c) **Withdrawing from your qualification and/or module more than 14 calendar days after registration**

If you cancel this agreement after more than 14 days you must follow the [Changing Your Study Plans Policy](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules](#).

- E1.3 If you withdraw from your qualification, you will not be withdrawn from any module(s) that you are registered or enrolled for unless you request this.
- E1.4 If you withdraw from a module, you will not be withdrawn from any qualification that you are registered for unless you request this, or unless the module withdrawal means that your qualification registration lapses as per Section L2 “Lapse in Registration” of [Academic Regulations \(Taught Courses\)](#).
- E1.5 If you do not remain enrolled on at least one module from the first module start date following your qualification registration until at least 14 calendar days after the module begins, your qualification registration may be cancelled.
- E1.6 If you withdraw from a module we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of withdrawal.

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

- E2.1 The Open University may cancel your registration or enrolment at any time if:
- a) we find that you have given us information which is false or misleading, or you do not keep your personal information up-to-date as set out in [Section A6](#) (“Personal Information”);
  - b) you fail to meet any academic or administrative requirements shown in the module or qualification description;
  - c) you fail to pay your tuition fees as set out in [Section B](#) (“Your fees”) or are in debt to The Open University in respect of tuition fees or other academic charges;
  - d) you were required to make a supplementary agreement as referred to in Condition [A1b](#)), [A1c](#)) or [A1d](#)) and you have failed to complete such an agreement;
  - e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;

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- f) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
- g) you are excluded from study 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;
- h) 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 paragraph A5.4, but you have not supplied this evidence by the date we specify.

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

E2.2 If The Open University cancels your registration or enrolment for a module we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of cancellation.

E2.3 If your registration is cancelled under paragraph E2.1b), E2.1d) or E2.1e) after the module start date because you have not met the entry requirements or the regulatory requirements of either the module or the qualification, you may be entitled to a full or partial discretionary refund/fee waiver of those module fees, unless this is due to a default on your part. Please refer to the [Fee Rules](#) for more information. If this happens, you may register for or, if eligible, declare a different qualification and any credit you have been or are awarded for completed modules may, subject to the [Academic Regulations \(Taught Courses\)](#), be counted towards that other qualification.

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

E3.1 We may cancel your qualification registration and/or your module registration if you have ceased to meet one of the following conditions where that is a requirement of that qualification and/or module:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) satisfactory Disclosure and Barring Service (or equivalent) clearance;

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- 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 student, you cease to meet any of these conditions that apply to you in connection with your studies.
- E3.3 If your module registration is cancelled because you have not met one of the conditions listed where that condition has been specified as an entry requirement for your module or qualification, you may be entitled to a refund or fee waiver at The Open University's discretion.
- E3.4 If your qualification registration is cancelled under this paragraph and your module registration is not cancelled, you may continue to study that module and may be awarded credit for it.
- E3.5 If your qualification registration is cancelled under this paragraph you may register for a different qualification and any credit you have been or are awarded for completed modules may, subject to the [Academic Regulations \(Taught Courses\)](#), be counted towards that other qualification.

## **Section F: Computing**

### **F1. Your Open University computing account**

The Open 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 [Student Computing Policy](#) and [Social Media Policy](#).

### **F2. Keeping your account secure**

- F2.1 You must notify The Open University Computing Helpdesk as soon as reasonably practicable by phoning +44 (0)1908 653972 or by emailing [OU-Computing-Helpdesk](#) if you think that there has been any loss of security on your Open University computing account.
- F2.2 If you do not comply with Condition F2.1 above, you will be liable for any fraudulent transactions relating to your registration.

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

Your Open University computing account enables you to participate in online activities. These may include compulsory activities for your module. 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.

## **Section G: How we will communicate with you**

### **G1. Students living in Wales**

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your StudentHome profile.

### **G2. By email**

G2.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform us of any changes to your preferred email address by updating your personal profile on [StudentHome](#).

G2.2 It is your responsibility to check your email regularly. You will be sent important information about your registration 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. The Open University will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

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### **G3. 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 studies. We 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.

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#### **G4. 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 modules and/or qualification that may not be provided by any other media. It is your responsibility to check your module and, if applicable, qualification website regularly.

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#### **G5. Recording telephone calls**

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

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#### **G6. Safeguarding duty**

If you or another party disclose any information to us via the communication methods listed in G1-G5 of this document, that affects our statutory Safeguarding responsibilities (in line with the [Safeguarding Policy](#) and Section A3) Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

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#### **G7. Prevent Duty**

If you or another party disclose any information to us via the communication methods listed in G1-G5 of this document, that affects our statutory Prevent duty responsibilities (in line with [The Open University Prevent Principles](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Prevent team or external parties (for example the police and Channel).

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## Section H: Using library facilities

If you use the Open University library services, you will be bound by our [Copyright Regulations](#) which you will be asked to agree to when you first use those services.

## Section I: Indemnity insurance

The Open University does not have indemnity insurance for students carrying out research related to their studies (except for 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.

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# Glossary of terms

## **Alternative Learning Experience (ALE)**

This refers to an alternative way to complete the residential school requirement for a module where a student is not able to attend a face-to-face residential school. It usually involves a written assignment, online project or computer conferencing.

## **BSc (Hons) Combined STEM**

This allows you to tailor an honours degree to your needs and interests across a range of Science, Technology, Engineering and Mathematics (STEM) modules, including psychology and sports science, or focus on one or two specific areas.

## **Certificate of Higher Education**

This means an undergraduate qualification of at least 120 credits, including 60 credits at Open University first level and 60 credits at Open University first level or above.

## **Conferred**

This refers to 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.

## **Course**

(For the purpose of these Conditions) this refers to a taught course that is either a module studied as a standalone course, or an undergraduate or postgraduate qualification, including any module studied as part of that qualification. It does not include research degrees and short courses.

## **Credit/Credits**

This means a value which is related to the workload required to successfully complete a module. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a module, so if you pass a 60-credit module you will be awarded 60 credits. Some modules have a zero credit value.

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## **Declared Qualification**

This means a qualification that you have told us that you are studying towards and to which you are linking the modules that you study and are awarded credit for.

Declared undergraduate qualifications are the qualifications offered prior to 2012 which we have given notice as being phased out. Most declared undergraduate qualifications ceased to be available after 31 December 2017. Declared Open qualifications ceased to be available until 31 December 2019.

## **Disclosure**

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

## **Enhanced Learning Credit**

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

## **Enrolment**

This means the process by which a student who is registered for a qualification is allocated to a module which will be studied as part of that qualification.

## **Final Enrolment Date**

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

## **Integrated Master's Degree**

This means a four year programme that combines undergraduate and postgraduate study into a single qualification.

## **Module**

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

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## **Open Programme**

This allows students to design their own qualification to study a wide range of subjects. Qualifications offered within the Open Programme are BA/BSc (Honours) Open, BA/BSc Open, MA/MSc Open, Diploma of Higher Education Open and Certificate of Higher Education Open.

## **Ordinarily and lawfully resident**

This means where you are lawfully, habitually and normally resident from choice for a settled purpose, apart from temporary or occasional absences

## **Postgraduate Student**

This means a student who is registered for a module which is designated as a postgraduate module.

## **Prison Services Instructions/Rules (PSI)**

This means the set of rules, regulations and guidelines by which prisons are run.

## **Registered Qualification**

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

## **Registration**

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

## **Research Student**

This means a student who is registered for a qualification which is designated as a research degree.

## **Taught Course**

This means either a qualification including any module studied as part of that qualification or a module studied as a standalone course. It does not include research degrees and short courses.

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## **Undergraduate Student**

This means a student who is either:

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

## **Us/We/Our**

This refers to The Open University.

## **Vocational Requirements**

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

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

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

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## Further clarification

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

### Student Support Team

The Open University

PO Box 197

Milton Keynes

MK7 6BJ

[www.open.ac.uk/contact](http://www.open.ac.uk/contact)

Phone +44 (0)300 303 5303

### The Open University in Wales

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

Email [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

I siaradwyr Cymraeg

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

ffôn +44 (0)29 2047 1170 neu ebost [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

### Students living in Wales:

You can speak to a student support advisor in Welsh.

Phone +44 (0)29 2047 1170

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## **The Open University in Scotland**

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

Email [scotland@open.ac.uk](mailto:scotland@open.ac.uk)

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

110 Victoria Street

Belfast

BT1 3GN

Phone +44 (0)28 9032 3718

Email [northernireland@open.ac.uk](mailto:northernireland@open.ac.uk) or [ireland@open.ac.uk](mailto:ireland@open.ac.uk)

## **For new students from outside the UK (except Republic of Ireland):**

Phone +44 300 303 0266

[www.openuniversity.edu](http://www.openuniversity.edu)

Or email us from our website [www.open.ac.uk/contact](http://www.open.ac.uk/contact)

## **For more information about your residential school:**

### **Residential Schools Team**

The Open University

Hammerwood Gate

Kents Hill

Milton Keynes

MK7 6BY

Phone +44 (0)1908 653 235

Fax +44 (0)1908 659 044

Email [residential-schools@open.ac.uk](mailto:residential-schools@open.ac.uk)

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

### **Community Support, Students in Secure Environments (SiSE)**

The Open University

Hammerwood Gate

Kents Hill

Milton Keynes

MK7 6BY

Phone +44 (0)1908 654053

Email [Community-Support@open.ac.uk](mailto:Community-Support@open.ac.uk)

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

If you have any comments about this policy document and how it might be improved, please submit these to [SPR-Policy-Team@open.ac.uk](mailto:SPR-Policy-Team@open.ac.uk).

### **Alternative format**

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

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Disclosure of a criminal conviction is not a requirement to study at The Open University. However, students who are currently, or become subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community.

This includes, but is not limited to, one or more of the offences listed below:

- i. Offences listed in the Sex Offences Act 2003 (in the United Kingdom; or equivalent Act for 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, weapons, firearms, crossbows and knives;
- vi. Offences involving arson;
- vii. Fraud.

## Ap 2. Failure to disclose legal restrictions and conditions

Ap 2.1 The Open University will regard a failure to disclose as a very serious matter and may decide to take further action under the [Code of Practice for Student Discipline](#).

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### **Ap 3. Data protection**

- Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with The Open University's [Student Privacy Notice](#) (and [Supplementary Privacy Notices](#) if relevant to your circumstance).
- Ap 3.2 Any disclosure to utilise a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require.
- Ap 3.3 Your consent will always be obtained before seeking further information about any disclosure from third parties.

### **Ap 4. Additional conditions for students who are in prison**

The following additional Conditions of Registration are applicable to students who are in prison.

- Ap 4.1 If you are prisoner in England or Wales the Registration Agreement is subject to the Prison Services Instruction PSI 32/2012 (Open University, Higher Education and Distance Learning) or any other Prison Services Instruction which replaces, amends or supplements it. If you become a prisoner while you are registered for a qualification or enrolled for a module, this agreement will become subject to that Instruction from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Instruction currently in force. Details of qualifications and modules that are available for study by prisoners under the Instruction will be provided in The [Open University Guide for Learners in Secure Environments](#).
- Ap 4.2 If you are a prisoner in Scotland an application to register for a qualification or enrol for modules will only be accepted if made under the Scottish Prison Service Higher Education Access Scheme and this Registration Agreement is subject to the terms of that Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).

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- Ap 4.3 If you are a prisoner in Northern Ireland this Registration Agreement is subject to The Open University Northern Ireland Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).
- Ap 4.4 If you are a prisoner in the Republic of Ireland this Registration Agreement is subject to The Open University Irish Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).
- Ap 4.5 If you are a prisoner outside the United Kingdom or the Republic of Ireland you may not register or enrol to study with The Open University. If you become a prisoner outside the United Kingdom or Republic of Ireland while you are registered for a qualification or enrolled for a module, your registration and enrolment will be cancelled with effect from the date on which you are imprisoned.

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