

Conditions of Registration 2016/17

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Approved January 2016 for study starting from 1st August 2016

The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). The Open University is authorised and regulated by the Financial Conduct Authority in relation to its secondary activity of credit broking.

Introduction

About these Conditions of Registration

When you apply to study with The Open University you are making a contract with us. When we make a contract with each other it puts legally binding obligations on both parties.

These Conditions of Registration and the Registration Agreement set out the terms of the contract between us. They refer to other policies and procedures, to Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of the University. You can find them if you are reading this online by clicking on the links in this document or in the 'Registration as a Student' section of the [Essential Documents](#)

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.

If any details in the registration agreement are not correct:

- 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.

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 below and in the other documents referred to.

1. This is a legally binding contract between you and The Open University, to study an Open University course.
 - a) You have a statutory right to cancel this contract within 14 days of receipt of the letter/email confirming the agreement.
 - b) If you cancel your enrolment or registration more than 14 days after receipt of that letter or email, you may still do so, but you may, in certain circumstances, remain liable to pay fees.
2. You have to pay tuition fees for your study. If you do not pay your fees The Open University can end this agreement and cancel your registration. We can take legal action to recover unpaid fees from you.
3. There may be 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.
4. You are agreeing that we can use your personal information to maintain your student record, to provide support for your studies and other facilities. We will only share your information with others in accordance with our Data Protection Policy.

5. We will provide you with teaching and assessment materials and learning support which were described in the module description in our online prospectus.
6. You agree to study the module, make reasonable use of the support provided and to carry out the assessment activities for the module.
7. There is no guarantee of academic success. The 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 have to pass both a coursework assessment and an examination or end of module assessment. In some circumstances you will be given an opportunity to resit the examination or resubmit the end of module assessment but your mark may be capped at the minimum pass mark.
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 University will make modules available to enable you to achieve that qualification. There is no guarantee that all modules that are available now will remain available and we may, in certain circumstances, make changes to or withdraw qualifications. If we do, we will give you notice and a reasonable opportunity to complete the qualification.
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 [Deferrals and Withdrawals Policy](#).
12. The 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.
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.
14. The University can end this agreement if:
 - a) You have provided us with false or misleading information;
 - b) You have not done something you were required to do to 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 fees;
 - d) You are found to have committed a serious breach of the [Code of Practice for Student Discipline](#).
15. You will be given an Open University computing account, which you must use responsibly and in accordance with the [Computing Code of Conduct](#).
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.

1. Your contract to register as a student

1.1 The terms of the contract

When you register to study with The Open University we are making a contract with each other.

- a) The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). Our registered address is The Open University, Walton Hall, Milton Keynes, MK7 6AA. Our VAT number is GB650748918.
- b) These Conditions contain the terms of that contract. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of the Open University and which are referred to in this document. Together, they set out the rights and responsibilities of each party which will apply while you are a registered student.
- c) If you are registering for a qualification to which a vocational requirements applies you may also be required to enter into a supplementary agreement with the Open University and, in some circumstances, an employer, placement provider, professional body or other relevant third party. Any agreement made under this provision will form part of these Conditions and must be read in conjunction with them.
- d) 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 contract 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 University and/or the Local Education Centre. Any agreement made under this provision will form part of these Conditions and must be read in conjunction with them.
- e) 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 paragraph 1.3 below.
- f) These Conditions apply to your study of modules which start in the academic year 2016-17 which runs from 1st August 2016 to 31st July 2017 and to any qualification in connection with which your module or modules is/are studied. For a module which started before 1st August 2016 or starting after 31st July 2017 you should refer to the Conditions of Registration for the relevant year for that module.
- g) The Registration Agreement, and the conditions and regulations which form part of it, and any supplementary agreement required under Condition 1.1b), 1.1c) or 1.1d) is the entire agreement between us. If, at any time, any Open University employees or agents

have agreed anything inconsistent with these conditions, the conditions in this agreement will always take priority.

- h) The Open University Senate may change rules, regulations, policies and procedures in the circumstances set out in the [Academic Regulations \(Taught Courses\) from 2016 onwards](#). 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 paragraph 7 below and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- i) These Conditions, the Registration Agreement, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

1.2 Additional conditions for the protection of persons

The additional conditions in [Appendix 1](#) apply to students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour, as applicable.

1.3 Additional conditions to comply with statutory responsibilities

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

How to view our rules, regulations, policies and procedures

If you are reading these Conditions of Registration online you will be able to read the other documents that are referred to if you click on the links within this document.

If you are reading a printed version of these Conditions of Registration you will be able to read all the other documents that are referred to by going online to The Open University 'Essential Documents' website at www.open.ac.uk/students/charter/essential-documents/ and following the link to 'Registration as a student'.

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

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

1.4 Registration

The Open University will register you as a student of the University if it is satisfied that:

- a) you have met the general requirements for registration set out in the [Academic Regulations \(Taught Courses\) from 2016 onwards](#); and

- b) you have met any requirements for registration or enrolment for any module as set out in the [Academic Regulations \(Taught Courses\) from 2016 onwards](#); and
- c) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification; and
- d) if applicable, you have made a supplementary agreement which is required under Condition 1.1b) or 1.1c) above; and
- e) if you are a prisoner, you are permitted to register under paragraph 1.2 above; and
- f) you have paid the relevant fee or provided an approved payment method;

and, unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident.

The Registration Agreement will come into force when we confirm formally (by letter or by email) that we have accepted your application to register.

1.5 Residence requirements

- a) You will not be eligible to register or enrol for any study with us if you are resident in the UK on a student visa where The Open University is the sponsor, unless you are studying an Open University research degree qualification.
- b) If you are currently resident in the UK on a visitor visa, student visitor visa or working holiday visa, which only allows a stay in the UK for up to six months, you will only be eligible to:
 - i. register on a qualification that is available for study in the country in which you are ordinarily resident;
 - ii. register or enrol on a module that is available within the EEA and Switzerland 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.

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

- c) 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.
- d) If you are not resident in the UK 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.

1.6 Personal information

- a) 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.
- b) The Open University has a [Data Protection Policy](#). When you register to study with us you are agreeing to the personal information that you have supplied to us being used and processed in accordance with that policy. This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies. We consider your disclosure of such

information and your acceptance of these Conditions of Registration as explicit consent to use this information for this purpose.

- c) 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;
- d) Details of how you may change any of your personal information are set out on the [StudentHome](#) website. 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](#).
- e) 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.

1.7 Exceptional circumstances

a) Circumstances outside our control

The 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 and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies

b) Maintenance of academic standards

In exceptional circumstances the University may cancel all registrations and enrolments for a module where it is unable to guarantee academic standards at the start date of the module:

- i. where an insufficient number of students have registered or enrolled for the module to enable the University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the module;
- 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, as the case may be, and the 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

- 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 university that the OU 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 OU is unable to resolve before the module starts.

The 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.

c) **Short term changes to learning, teaching and assessment arrangements**

The 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 and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

The 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 University's staff or otherwise, short notice absence of teaching or other staff, short notice unavailability of premises, facilities or materials. The 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.

1.8 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. Where those procedures apply, we recommend that you do not take legal action against the Open University until those procedures have been completed.

1.9 Student discipline

The Open University has a [Code of Practice for Student Discipline](#). When you register to study with the University you agree to be bound by that code.

2. Your fees

2.1 Agreement to pay fees

When you register as a student of the University you agree that you will pay the tuition fees and other charges which are due in respect of your studies. The fee you agree to pay is shown in the Registration Agreement. By applying to study at the University and agreeing to these Conditions, you expressly agree to pay the additional costs of study, if any, which are not

covered by the tuition fees, as set out below. You will be provided with information about those fees and charges, when they are due and how they may be paid, before you register.

- a) This 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 University.
- b) 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.
- c) If you are a postgraduate student and, under the assessment rules, you are eligible to resit an examination or resubmit an examinable component, you will be required to register for the resit or resubmission and an additional resit or resubmission fee will be payable.
- d) If your module materials include a returnable home kit, you will be responsible for the costs of returning this kit at the end of the module, as these costs are not included in the fee. If you fail to return the kit in accordance with the instructions you have been given, you may be charged the cost of the kit.
- e) If your module includes a residential school, the fee does 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.

Please note: There may be other costs of study which you may have to meet in addition to the fees and other charges you pay to The Open University. These include the costs of set books, stationery, computers and printing, calculators, dictionaries, travel to and from tutorials, residential schools and examinations, and the cost of obtaining a photo ID card for your examination if you do not have a passport or photo driving licence. For eligible students in the UK there may be financial support available to help with some of these costs. If you haven't studied with the OU before see further information at

www.open.ac.uk/courses/fees-and-funding. Current OU students can find out more at www2.open.ac.uk/students/help/funding-your-studies/financial-support.

2.2 Liability for fees

- a) When you register to study with the Open University you agree to pay the whole of the fees which are set out in the Registration Agreement (see paragraph 2.4 below for details of the information we use to calculate your fees).
- b) If you are not paying your fees at the time of registration, we may accept payment by an approved payment method such as a government grant, a student loan or payment by a sponsor. You are normally required to have secured the agreement to pay the fees by that method before we will accept your registration.
- c) The University may, at its discretion, accept your registration before your approved payment method 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. NOTE: If you have not secured that payment within the reasonable time we have given you to do so, the University may cancel your registration as set out in paragraph 3 below.

- d) If you are intending to pay your fees with the aid of 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.
- e) If you are paying your fees using an Open University Student Budget Account (OUSBA) you may remain liable to meet payments on that account 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.

Please note that if you are registering to study a qualification, you will only become liable to pay fees in respect of each module you select to study. By registering to study a qualification, you will not be bound to pay fees in relation to any further modules you are required to complete to receive the qualification, unless you enrol on those module(s). You will only pay fees in relation to subsequent modules when your application to study those modules is accepted by the University. 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 any fees you have paid for previously completed modules.

2.3 Your cancellation rights

- a) You have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 days of the receipt of the email or letter confirming The Open University's acceptance of your application to register or enrol and 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.
- b) To exercise your right to cancel under paragraph (a) above, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, the online or printed cancellation form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).
- c) If you cancel this agreement after more than 14 days after receipt of the email or letter confirming The Open University's acceptance of your application to register or enrol you must follow Part B of the [Cancellation Procedure](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules](#).
- d) If you do not cancel this agreement by following the [Cancellation Procedure](#) 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.

2.4 How we calculate your fees

The fee is calculated in accordance with our [Fee Rules](#), based on the information that you have given us about:

- a) your intended qualification;
- b) your module choice(s);
- c) whether you have previously studied in higher education, either at The Open University or elsewhere;
- d) your nationality;

- e) 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.

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.

The 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. The University may share data with external credit reference agencies to identify that the correct fee has been paid.

2.5 Study at another higher education institution

- a) If you are studying in higher education at another institution this may affect your liability for fees, your eligibility for funding and your eligibility to study with us. You must tell us before you commit yourself to registration with The Open University. We will require you to provide written permission from that other institution for you to undertake study with The Open University.
- b) If you take up study in higher education at another institution after beginning your Open University studies, you must tell the institution concerned that you are an Open University student.

2.6 What the Open University may do if you fail to pay fees and charges

- a) If you do not pay your fees or provide an approved payment method at the time of registration or enrolment, we will not accept your registration or enrolment unless paragraph 2.2(c) above applies;
- b) If you are permitted to register or enrol under paragraph 2.2(c) above and you fail to secure an approved payment method within the reasonable time we have given you to do so, the 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.
- c) 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.
- d) If your registration or enrolment is cancelled under paragraph (b) or (c) above it will be reinstated in the following circumstances:

- i. if you contact us within 7 days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method; or
- ii. if you contact us more than 7 days after the date of cancellation having secured an agreed payment method or if you provide payment by a different method, and
 - a. the University records that it has provided you with advice on the impact any gap in your studies may have on your academic progress, and
 - b. you confirm that you have received that advice and wish to be reinstated.
- e) If your registration or enrolment is cancelled under paragraph (c) above you will remain personally liable to the 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 University.
- f) If you are required to pay any other fees or charges in connection with your studies (for example the the international examination fee or accommodation charge for a residential school) and you do not pay those fees or charges when they become due you may not be provided with the services or facilities to which those fees or charges relate. If, at the University's discretion, the services or facilities are provided and the fee or charges remain unpaid, you will be in debt to the University.
- g) If you are in debt to us, we will:
 - i. 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 will be incurred;
 - ii. 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;
- h) Consequences of non-payment of tuition fees and other charges
 - i. If you do not pay your outstanding fees or other charges, including any further fees and other charges that may fall due, we may take all reasonable steps including legal action to recover those fees and other charges from you.
 - ii. If you are in debt to us, you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.

If we continue, at our discretion, to provide tuition, facilities or services or allow further registration or enrolment to students who are in debt to us, we reserve the right to take the actions shown above at a later date.

3. Your studies

3A Your module(s)

A.1 Registration and enrolment on a module

You will be registered or enrolled on the module(s) shown in the Registration Agreement, and

- a) you will be provided with the module tuition, module materials and module assessments as described in the module description;
- 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 under the assessment rules you are eligible to resit an examination or resubmit an examinable component, your registration or enrolment for a module will, unless specified otherwise, include one opportunity for an examination resit or resubmission of the examinable component. This does not apply if you are a postgraduate student – please see paragraph 2.1(c) above.

(Please note that some Open University systems and procedures are currently undergoing development and that module enrolment may sometimes also be referred to as module registration. For the avoidance of doubt, you will be enrolled on a module which is being studied as part of a registered qualification and you will be registered on a module if you are studying it towards a declared qualification or as a standalone module outside a qualification. If you are not sure what these terms mean, please see section 3B below for an explanation).

A.2 Assessment

The Open University has a [Code of Practice for Student Assessment](#) which will apply to the assessment of your module(s). The Open University will apply its academic judgment to determine the extent (if any) to which the learning outcomes of the module(s) have been met.

A.3 The residential school element

If your module includes a ‘residential school’ element you must participate satisfactorily, as defined in the learning outcomes, or you will fail the module.

- a) 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.
- b) 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.
- c) 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 an ALE that you have booked, you should immediately seek advice from the [Residential Schools](#) Team as you will fail the module if you do not complete this element.
- d) 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. Please [contact us](#) to request a letter from Student Recruitment 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.

A.4 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 \(Taught Courses\) from 2016 onwards](#).

A.5 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 that we ask you for in order that we may comply with our responsibility to make reasonable adjustments under the Equalities Act 2010.

3B Your qualification

There are 4 subsections in this section and you should read the one that applies to the type of qualification that you are studying for:

- [B1](#) applies if you are an undergraduate or postgraduate student studying a standalone module that is not currently linked to any Open University qualification.
- [B2](#) applies if you are an undergraduate student who first studied with the Open University before 1st August 2012 and you are studying for a declared qualification.

Note:

You will be studying for a declared qualification if it is one which was available before 1st August 2012 and you have linked the modules you are studying to that qualification. Declared qualifications will be withdrawn by 31st December 2017 or, in the case of the BA/BSc Open, Certificate and Diploma of Higher Education Open, by 31st December 2019.

- [B3](#) applies if you are an undergraduate student who is registering or registered for a qualification.

Note:

- a) If you are an undergraduate student who has first studied with the Open University after 1st August 2012, and you are studying for a qualification, you will be in this category.
- b) If you first studied before 1st August 2012 and you are studying for a qualification, you will be in this category if you have opted for one of the new qualifications introduced in August 2012.
- c) If you are studying an Integrated Master's Degree, you will be in this category.

- [B4](#) applies if you are a postgraduate student who has formally declared a postgraduate qualification intention.

Note:

- a) You will be studying for a declared postgraduate qualification if you have been accepted as eligible for that qualification and you have linked the modules you are studying to it.
- b) If you are studying a postgraduate module as part of an undergraduate qualification or an Integrated Master's Degree, please refer to section B2 or B3.

If you are not sure whether your qualification or course is undergraduate, postgraduate or an Integrated Master's Degree, you can find this information in the qualification or course information in our [online prospectus](#).

B1 Studying modules on a standalone basis

B1.1 Who this section applies to

This section applies if you are registering to study a module as a standalone course. This means that you have neither registered for a qualification nor formally declared a qualification intention that, in either case, you want to count the credit for that module towards.

B1.2 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 \(Taught Courses\) from 2016 onwards](#) . In order to do so you must either register for or, if eligible, declare a qualification and link your credit to that qualification.

B1.3 Effect of not registering for or declaring a qualification

If you are studying with the intention of working towards an Open University qualification but you 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:

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

B2 Students who have declared an undergraduate qualification

B2.1 Who this section applies to

This section only applies if you studied with the Open University before 1st August 2012 and have recorded an intention to study for an Open University qualification (your 'declared qualification').

B2.2 Your declared qualification

Your declared qualification is shown in the Registration Agreement. Subject to the time limits below, 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 \(Taught Courses\) from 2016 onwards](#), to count credit awarded for completed modules that will enable you to achieve that qualification. The Open University does not, however, guarantee that any module which is shown in the current specification for your intended qualification will remain available in the future.

B2.3 Time limits for linking credit to a declared qualification

You must link any credit that you wish to count towards your declared qualification before 31st December 2017 unless notice has been given that the qualification will be withdrawn at an earlier date. If you have not done so, or 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. If you wish to complete an Open University qualification after that date:

- a) if your qualification has been withdrawn before 31st December 2017 you may declare a different qualification at any time up to 31st December 2017 but you may not be able to link all your previous study to it;
- b) you may declare The Open University BA/BSc Open, Certificate and Diploma of Higher Education Open, as your qualification intention at any time and continue to count any credit towards it until 31st December 2019;
- c) you may register for a qualification and count credit towards that qualification under the rules which apply to that qualification and are in force at the time.

B3 Students who are registering or registered for an undergraduate qualification

B3.1 Who this section applies to

This section applies if you are either

- a) registering for an undergraduate qualification and enrolling on a module or modules as part of that qualification, or
- b) registering for an Integrated Master's Degree and enrolling on a module or modules as part of that qualification; or
- c) if you are registered for an undergraduate qualification or an Integrated Master's Degree and you are enrolling for further modules

B3.2 Your registered qualification

- a) Your registered qualification is shown in the Registration Agreement. The 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 which is currently shown in the published qualification information and enrolment process for your registered qualification will remain available in the future.
- b) During the enrolment process for your modules 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.
- c) The University may set a time limit for you to complete your registered qualification. If you have not completed your registered qualification by the expiry of the time limit, your registration for that qualification will lapse. If your registration lapses 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.
- d) 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. 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.

B4 Students who have declared a postgraduate qualification

B4.1 Who this section applies to

This section applies if you are a postgraduate student who has recorded an intention to study for an Open University postgraduate qualification (your 'declared postgraduate qualification') and been accepted to study that qualification.

This section **does not apply** to students who are studying a postgraduate module as a standalone course (see section B1) or who are studying a postgraduate module as part of a declared undergraduate qualification (see section B2) or who are studying a postgraduate module as part of a registered undergraduate qualification or an Integrated Master's Degree (see section B3).

B4.2 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 \(Taught Courses\) from 2016 onwards](#), to count credit awarded for completed modules that will enable you to achieve that qualification. The Open University does not, however, guarantee that any module which is shown in the current specification for your intended qualification will remain available in the future.
- b) You must link any credit that you wish to count towards your declared postgraduate qualification in order to be awarded that qualification.
- c) 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. 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.

3C Changing your study intentions

- a) This section applies if you wish to continue to study with the Open University, but you want to take a short break or to change the modules and/or qualifications that you are studying.
- b) If you do not want to proceed with study that you have registered for or you want to stop studying with the Open University, please refer to Paragraph 4 below - 'Ending your registration'.
- c) If you wish to change your study intentions it is important that you tell us. It may affect your liability for fees, your entitlement to financial support (including a fee grant), your eligibility for a qualification and have implications for your future studies.
- d) The [Deferrals and Withdrawals Policy](#) sets out the detailed rules that will apply, together with detail of where you can get further information, advice and guidance about your studies.

C1 Deferrals and study breaks

- a) Deferral means ceasing to study a module, after it has started, with the aim of returning to complete that module later. You may be eligible to defer a module in the circumstances

set out in the [Deferrals and Withdrawals Policy](#). If you wish to defer you must follow the [Cancellation Procedure](#) to tell us.

- b) A study break is a period of at least 12 months during which you are not enrolled for any modules. You may take a study break in the circumstances set out in the [Deferrals and Withdrawals Policy](#), during which you will remain a registered student of the University. If you wish to take an approved study break you must follow the [Cancellation Procedure](#) to tell us.

C2 Changing your choice of module(s)

- a) If you plan to change your module(s) it is your responsibility to check if your new choice of module may be counted towards your qualification (if any).
- b) If you wish to change your module choices before you have completed your registration or enrolment please make the changes before you proceed. If we have sent you a printed Registration Agreement do not alter or sign it. Please [contact us](#) to tell us what changes you want to make and we will send you a new Registration Agreement.
- c) If you wish to change your choice of any module(s) or defer study of your module(s) after you are registered or enrolled, you will only be able to do so in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You will need to follow our [Cancellation Procedure](#) and, if applicable, make a new agreement to register or enrol on the module(s) you have chosen.
- d) If you wish to take a year out of study you may do so in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You will need to follow our [Cancellation Procedure](#) so that we know that this is what you are doing and that your registration does not lapse.
- e) If you wish to change your module(s) and your qualification please refer to paragraph C3 or C4 below (as applicable) for details of how to change your qualification.

Our [Fee Rules](#) explain any entitlement you may have for a refund or fee credit on a future enrolment if you change your module(s), if you defer your studies, or if you wish to end your studies.

C3 Changing your declared qualification

- a) If you wish to change your declared qualification you must [contact us](#) in order to do so.
- b) Please note that if you are eligible for transitional fee arrangements your continued eligibility may be affected if you change your declared transitional qualification.

C4 Changing your registered qualification

- a) If you plan to change your qualification it is your responsibility to check that any credit that you have already been awarded may be counted towards your new intended qualification.
- b) If you wish to change your choice of qualification before you complete your registration, please do this before you proceed. If we have sent you a printed Registration Agreement

do not alter or sign it. Please [contact us](#) to tell us what changes you want to make and we will send you a new Registration Agreement.

- c) If you wish to change your choice of qualification after you are registered, you may do so only in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You must follow our [Cancellation Procedure](#) and you will need to make a new Registration Agreement for the new qualification you have chosen.
- d) You will become liable to pay your fees as soon as this Registration Agreement comes into force. Our [Fee Rules](#) explain any entitlement you may have for a fee refund or fee credit if you change your registration or if you cancel your registration and end your studies.

4. Ending your registration

4.1 Your right to cancel your registration

- a) If you want to withdraw your application before you are registered, you should not proceed with your registration. If we have 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) If you wish to withdraw from your qualification or any module after you have registered or enrolled, you have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 days of the date of the email or letter confirming The Open University's acceptance of your application to register or enrol. 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. Please see paragraph 2.3 above for more details.
- c) If you cancel this agreement after more than 14 days you must follow Part B of the [Cancellation Procedure](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules](#).
- d) If you withdraw from your qualification, you will not be withdrawn from any module(s) that you are registered or enrolled for unless you also tell us that is what you want to do.
- e) If, in the case of the first module presentation following your qualification registration, you do not remain enrolled on at least one module in that presentation until at least 14 days after the start date of that module your qualification registration will be cancelled.
- f) If, in any other case, you withdraw from a module you will not be withdrawn from any qualification that you are registered for unless you also tell us that is what you want to do.
- g) 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 after the date of withdrawal.

4.2 The Open University's right to cancel your registration or enrolment

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

- a) we find that you have given us information which is untrue or misleading;

- 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 paragraph 3 above;
- d) you were required to make a supplementary agreement as referred to in Condition 1.1c) or 1.1d) and you have failed to complete such an agreement;
- e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
- f) you break any of the conditions set out in 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 by the Central Disciplinary Committee as a result of a breach of [the Code of Practice for Student Discipline](#).

Please note that we may also seek prosecution if you have supplied fraudulent information.

If the 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.

If your registration is cancelled under Paragraph 4.2b, d or e 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 default on your part.

If your qualification registration or declaration is cancelled under 4.2b, d or e 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 \(Taught Courses\) from 2016 onwards](#), be counted towards that other qualification.

4.3 Cancelling your registration when vocational and professional requirements are not met

If a qualification and/or module has a condition specified below, the Open University may cancel your qualification registration or declaration and/or your module enrolment or registration as the case may be if you have ceased to meet a condition that is a requirement of that qualification and/or module:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a satisfactory Disclosure and Barring Service (or equivalent) clearance;
- d) being employed by a specified employer;
- e) being employed in a specified role, capacity or profession.

You must tell the Open University if at any time while you are a registered student you no longer meet any of these conditions which may apply in your case.

If a condition to which this paragraph refers has been specified as an entry requirement for a module or a qualification and your module registration or enrolment is cancelled after the

module start date because you have not met that requirement you will be entitled to a full refund/fee waiver of the relevant module fees.

If the 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 after the date of cancellation.

If your qualification registration or declaration is cancelled under this regulation and your module registration or enrolment is not cancelled, you may continue to study that module and may be awarded credit for it.

If your qualification registration or declaration is cancelled under this paragraph 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 \(Taught Courses\) from 2016 onwards](#), be counted towards that other qualification.

5. Computing

5.1 Your Open University computing account

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

5.2 Keeping your account secure

- a) You must notify the University Computing Helpdesk by phoning +44 (0)1908 653972 or by emailing ou-computing-helpdesk@open.ac.uk if you think that there has been any loss of security on your Open University computing account.
- b) If you do not keep to Condition 5.1 above, you will be liable for any transactions relating to your registration, even if your password is used by someone else fraudulently or without your permission.

5.3 Sharing information in online activities

- a) 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.
- b) By making this Registration Agreement, you expressly consent to this information being processed as explained above.

6. How we will communicate with you

6.1 Your email address

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

6.2 Communicating with you by email

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

6.3 Communicating with you through 'StudentHome'

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

6.4 Communicating with you through Open University websites

Your Open University studies will also provide you with access to module and qualification websites where available. These websites will provide access to learning materials and other course resources and may be used to post messages about your 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.

6.5 Recording telephone calls

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

7. Using library facilities

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

8. 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.

Contact details

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

Student Recruitment

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

www.open.ac.uk/contact

Phone +44 (0)300 303 5303

Fax +44 (0)1908 654914

The Open University in Wales

18 Custom House Street
Cardiff
CF10 1AP

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

I siaradwyr Cymraeg

Os rydych yn siarad Cymraeg a fyddai'n well gennych trafod eich anghenion drwy gyfrwng y Gymraeg, cysylltwch â'r Brifysgol Agored yng Nghymru yng Nghaerdydd os gwelwch yn dda ffôn 02920471170

neu ebost wales-support@open.ac.uk

The Open University in Scotland

10 Drumsheugh Gardens
Edinburgh
EH3 7QJ

Phone +44 (0)131 226 3851

Email Scotland@open.ac.uk

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

110 Victoria Street
Belfast
BT1 3GN

Phone +44 (0)28 9032 3718

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

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

Phone +44 300 303 0266

www.openuniversity.edu

Or email us from our website 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

Appendix 1

Additional conditions for the protection of persons

Additional Conditions of Registration applicable to students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour.

- a) If you are prisoner in England or Wales this 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 Prospectus for Learners in Prisons.
- b) 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 Prospectus for Learners in Prisons.
- c) 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 Prospectus for Learners in Prisons.
- d) 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.
- e) 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.

- f) If you are not in prison but, whether as a consequence of conviction for an offence or otherwise, you are subject at any time to any order, restriction or arrangement imposed by a court or other authorised body in connection with:
- i. release on licence;
 - ii. an alternative to a custodial sentence;
 - iii. the protection of the public, or a section of them;
 - iv. the protection of any individual who is, or individuals who are, connected with the Open University;
 - v. preventing, restricting or managing offending behaviour of any kind;

you must notify the Open University of any such order, restriction or arrangement and the Open University may apply such conditions to your study or restrict access to services or facilities provided in connection with your study as it considers may reasonably be required for the protection of its staff, students or reputation.

Conditions of Registration 2016/17

Summary of changes

February 2016

1. Summary of main terms added
2. Paragraph 1.6 (b) amended to include express consent to use personal data to provide study support
3. Paragraph 1.7 added to include exceptional circumstances where the University is unable to deliver a module as agreed.
4. Paragraph 2.6(f) amended to include consequences of non-payment of additional fees.
5. Section 3A.3(d) to clarify UKBA visa application evidence requirements for attendance at residential schools
6. Section 4.2 to clarify that fees are refunded or waived in full where registration or enrolment is cancelled by the University after module start date due to entry requirements not being met.
7. Miscellaneous changes to update cross references and contact details.

April 2017

A paragraph under Section 4.2 has been extended to include provision for discretionary refunds in particular circumstances linked to meeting regulatory requirements.