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Version number: 1.0

Effective from: 1 April 2022

Approved by: Delegate of Director, Academic Services

Date for review: March 2023

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.
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Summary of Conditions

The document sets out the Terms and Conditions that apply to registration for an Open University Professional Development Course (hereafter referred to as ‘Open University PD course’). PD courses created by The Open University are accessed through and studied on the Learner Dashboard, led by the Executive Education Team at The Open University. A ‘PD course’ is a non-credit bearing course that does not count towards any qualification, as advertised on The Open University’s Executive Education website.

These Terms and Conditions set out the terms of the agreement between you and The Open University. They also refer to other policies, procedures, guidance documents and codes of practice listed in Related Documentation. Together, these documents set out the details of your rights and obligations as a Learner of The Open University studying a PD course.

Summary of significant changes since last version

There are a number of significant changes from the previous version of this document: Terms and Conditions 2021/22 (Corporate and Professional Development Courses). These are:

a) The Term Corporate and Professional Development Courses (CPD) has been replaced with Professional Development (PD) Courses throughout.

b) URL links to the Executive Education website have been updated throughout.

c) Addition of section entitled “Summary of significant changes since last version”.

d) Related documentation list updated to incorporate the Academic Conduct Policy and Fitness to Study policy.

e) New Sections added entitled “Commitment to Equality, Diversity and Inclusion at the Open University” and “Safe Space Reporting”.

f) In, ‘Summary of the main terms of the contract between us’ the following amendments are made:

   a. Clause 10 includes the addition “The Open University may offer a refund at our discretion.”
b. Clause 11 has been amended to include failure to disclose any unspent legal restrictions or conditions that are specified within the Conditions of Registration in line with the Code of Practice for Student Discipline.

c. Clause 16 includes clarifications about generic announcements related to your study.

g) Clause A1.1 has been amended to remove reference to ‘letter’.

h) Section A2 “Additional condition for disclosure of legal restrictions and conditions” has been amended to the latest advice regarding the requirement to disclose unspent criminal convictions at the point of registering to study at The Open University (A2.1); learners who are currently, or become subject to a Her Majesty’s Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or by an authorised body (A2.2); and consequences of non-disclosure (A2.3).

i) B3.1 updated for clarity, including change of term CPD Learner Dashboard to Learner Dashboard.

j) B3.3 includes addition of clarification on the term Access Period which is defined in your Confirmation of Registration email.

k) B4.2 and B4.3 deletion of ‘within 18 months from your date of registration onto that course.’

l) Clause C2.3 b) amended for clarity.

m) Addition of new sub-clause C3.1 f), regarding failure to disclose legal restrictions under Section A2. Addition of criminal prosecution if you carry out a fraudulent action.

n) Clause C4.3b) amended to include the sentence “If a reasonable alternative is not available, The Open University may offer a refund at our discretion.”

o) Section D has been amended as follows:
   b. Removal of references to additional charges in D1.1.
   c. Clause D1.2 rewritten for clarity on payment methods accepted.

p) Amendment to Clause D3.1 for clarity, now refers to D1.2 for full information.

q) Amendments to Section G “Student Discipline” to reference Academic Conduct.
Term and Conditions superseded by this document

This document replaces the previous version of Terms and Conditions 2021/22 (Corporate and Professional Development Courses). These Terms and Conditions apply to Learners studying a Professional Development Course from 1st April 2022.

Scope

What this document covers

This document applies only to Learners who register for an Open University PD course on the Learner Dashboard that does not count towards any qualification, starting from 1 April 2022 onwards. This document sets out the terms of the agreement between you and The Open University, including your rights and obligations as a PD Learner.

This document does not apply to Students studying non-credit bearing Short Courses with either flexible or fixed start dates, which are available through The Open University's online prospectus.

This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document.
What this document does not cover

These Terms and Conditions do not apply to the following:

a) Those studying an Open University PD course on the Learner Dashboard (advertised as CPD courses on the Open University Executive Education Website) before July 2021, who should refer to the Terms and Conditions in place at that time.

b) Those studying an Open University PD course on the Learner Dashboard (advertised as CPD courses on the Open University Executive Education Website) between July 2021 and March 2022, who should refer to the Terms and Conditions of Registration 2021/22 (Corporate and Professional Development courses).

c) Those studying a Short Course as advertised on The Open University’s online prospectus (including those referred to as CPD or NAL short courses), who have been provided with an Open University Computer Username (OUCU). Those Students should refer to the Conditions of Registration (Short Courses).

d) Those studying free courses on OpenLearn.

e) Those studying FutureLearn courses.

f) Those studying Open University Undergraduate or Postgraduate modules and qualifications, who should refer to the Conditions of Registration.

g) Those studying a Microcredential who should refer to the Terms and Conditions (Microcredentials).

h) Those studying through an Apprenticeship Programme, who should refer to the Conditions of Registration (Apprentices).

i) Non-compulsory Residential School experiences.

j) Postgraduate Research Students (PGR programmes).

k) Those studying a Vocational Qualification, who should refer to the Conditions of Registration (Vocational Qualifications).
Related Documentation

As a PD learner you are asked to refer to the following documentation in conjunction with this document:

Documents that govern your study:

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

Information and guidance:

- Computing Guidance: Professional Development (PD) learners
- Student Protection Plan
- Executive Education (Corporate and Professional Development) Privacy Notice
- Safeguarding Policy – Protecting children and vulnerable adults
- Social Media Policy
The Open University Student Charter Values

This document aligns specifically with the following Open University Student Charter Values:

2. We value diversity and challenge inequalities and we are stronger for doing so.

3. We are committed to an economically and environmentally sustainable future for our University.

4. We communicate with each other in ways which are clear, relevant, accurate and timely.

7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.

8. We challenge bullying and harassment and are committed to supporting the mental health and wellbeing of all members of our University community.

9. As Students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.

11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.

Commitment to Equality, Diversity and Inclusion at The Open University

Policies are inclusive of all Open University Students, Learners, enquirers and alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation or trades union membership status.
Safe Space Reporting

The Open University is committed to creating a diverse and inclusive environment in which everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. Safe Space Reporting is available through an online tool through which staff, students, learners and visitors are encouraged to report incidents of assault, bullying, harassment, hate crime, or sexual harassment. It also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.

Introduction

About these Terms and Conditions

These Terms and Conditions apply to registration for an Open University PD course. PD courses created by The Open University are studied on the Learner Dashboard.

These Terms and Conditions set out the terms of the agreement between you and The Open University. They also refer to other policies, guidance documents, and codes of practice listed in Related Documentation. Together, these documents set out the details of your rights and obligations as a Learner of The Open University studying a PD course.

Individuals who register on a PD course will be referred to as PD Learners. Elsewhere within this document and related policy documentation, references will be made to ‘Students’. For the purpose of these Terms and Conditions both terms should be viewed as interchangeable.

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 these Terms and Conditions, or in any of the documents that are referred to, that you do not understand or that you wish to discuss, please contact the CPD Support Team before you complete your Registration.

If you wish to communicate in Welsh, please contact the CPD Support Team, who will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales. Alternatively you can write to us in Welsh via the CPD Support Team.
If you have queries regarding the study of your PD course, please contact the CPD Support Team.

You should also check carefully that the details provided when your Learner Dashboard account was set up are correct and up to date. If any details are incorrect, you will be able to amend these directly within your Learner Dashboard account, or you can contact the CPD Support Team to correct them.

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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 a PD course with The Open University. The full terms are set out throughout this document and in the other policy, procedures, guidance and codes of practice documents referred to within this document.

1. This is a legally binding agreement between you and The Open University, to study an Open University PD course.
   a) You have a statutory right to cancel your PD course registration with The Open University within 14 calendar days of the date of the email confirming registration.
   b) Your right to cancel your registration will come to an end as soon as you have accessed the online teaching or assessment materials. **By accessing those materials you are explicitly agreeing that they have been provided to you, you acknowledge that your right to cancel will be lost, and you accept that you will not receive a refund or a waiver of any PD course fees you are liable to pay.**
   c) If you withdraw your registration more than 14 calendar days after the date of the letter or email confirming your agreement to register, you will not receive a refund of any PD course fees you are liable to pay.

2. You agree to pay PD course fees and other charges which are due for your PD course. If you do not pay your PD course fees, The Open University can end this agreement.

3. We will use the personal information provided when you set up your Learner Dashboard account to support you in your studies and to keep in touch with you. Please see the Executive Education (Corporate and Professional Development) Privacy Notice for more information. We will only share your information with others in accordance with this Privacy Notice.
4. We will provide you with the course content, learning activities and academic learner support as described within the PD course description on the Executive Education website.

5. Your registration onto a PD course will take effect when your Learner Dashboard account has been set up, the appropriate PD course fee has been paid, and The Open University has confirmed formally by email that we have accepted your application to register.

6. To complete your study of the PD course, you agree to submit assessments (if applicable) as required for that PD course.

7. To successfully complete a PD course, you may need to complete a number of activities (which may include a report, essay or presentation preparation as an example).

8. Your PD course content and learning activities will be available to you for a minimum of 18 months from the date of your registration on the course (the Access Period). You will need to complete any tasks and submit assessments (if applicable) within this timescale.

9. The Open University can apply conditions or vary the terms on which you 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.

10. There may be some exceptional circumstances in which we are unable to provide the PD course that you have paid for, in this instance we will provide you with advice, and guidance and if a reasonable alternative is not available, The Open University may offer a refund at our discretion.

11. The Open 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 break any of the conditions of your registration (or any of the other rules and regulations referred to in it).
   c) You do not pay your PD course fees.
   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.
e) We are unable to deliver the services you require to complete your study from your geographical location, or we find that the course is not available for study in the country in which you are resident.

f) You fail to disclose any unspent legal restrictions or conditions that are specified within the Terms and Conditions in line with the Code of Practice for Student Discipline.

12. You will be given an Open University Learner Dashboard account, which you must use responsibly and in accordance with the Computing Guidance: Professional Development (PD) learners (2022/23).

13. If you are planning on studying a PD course with The Open University from outside the UK and Ireland, please see Signing in from outside of the UK: for PD learners for information on current restrictions within a small number of geographical locations. If you are unsure how this will affect you or you would like to seek advice, please contact the CPD Support Team. In the majority of cases, the ability to sign in to use the digital services available to you will be fully accessible.

14. The Open University has a Student Complaints and Appeals Procedure and a Code of Practice for Student Discipline. When you register to study with The Open University, you agree to be bound by this Code.

15. You must provide us with your contact details and keep them up to date.

16. We will communicate with you by email; any generic announcements related to your study may be through the Learner Dashboard, and other PD course websites. It is your responsibility to check for messages regularly.
Section A: Your agreement to register as a PD Learner

A1. The terms of the agreement

A1.1 When The Open University formally accepts in writing, by email, your application to register to study a PD course, you (the PD Learner) are entering into a legal agreement with The Open University.

a) These Terms and Conditions 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 PD Learner.

A1.2 Subject to Section A2 “Additional conditions for disclosure of legal restrictions and conditions”, your Registration together with these Terms and Conditions and the policies and regulations which are referred to within them contain the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Terms and Conditions, these Terms and Conditions will always take priority unless formally agreed in writing by The Open University.

A1.3 These Terms and Conditions, your Registration, and The Open University, regulations, policies and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.
A2. Additional conditions for disclosure of legal restrictions and conditions

A2.1 PD Learners who have an unspent criminal conviction (as listed within Appendix A1.1), are required to disclose this unspent conviction at the point of registering to study at The Open University. Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from the University; however this may mean that The Open University is unable to accommodate your study, or that we need to place specific conditions or restrictions on study, for example exclusion from University face to face events and/or online activity. If you are unsure of whether your criminal conviction is spent, please contact the Community Support Team, Students in Secure Environments.

The nature of the offence and all relevant information pertaining to the conviction will be considered in order to determine whether The Open University considers there to be any risk of harm to the wider University community and/or make adjustments to the course of study that mitigate risks for both the PD Learner and The Open University community. This assessment will be undertaken in accordance with The Open University’s Community Support Framework which considers our responsibilities to the University community of staff and students and to events where we engage with the wider general public. Further information on criminal convictions is available from the Community Support Team, Students in Secure Environments.

A2.2 PD Learners who are currently, or become subject to a Her Majesty’s Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or Criminal Justice Agency must also make The Open University aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community. Any disclosure will be managed by The Open University Students in Secure Environments Team (SiSE). This disclosure helps the SiSE Team support Learners in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations. This includes those who are 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 Failure to disclose information regarding relevant unspent criminal convictions that you are currently subject to or become subject to during your studies may involve an investigation which will consider disciplinary procedures and may be deemed a disciplinary offence in line with these Conditions of Registration (see \textit{Section G: Discipline and Academic Misconduct}; and \textit{Appendix AP2.1}: Failure to disclose legal restrictions and conditions), and the \textit{Code of Practice for Student Discipline} (see Sections SD1.4c and SD1.3b). Any failure to disclose may therefore have an impact on your continued study with The Open University (see \textit{Section C3}: The Open University’s right to cancel your registration).

For further guidance on disclosure please refer to the \textit{Appendix}, or contact \textit{Community Support, Students in Secure Environments}.

\textbf{A3. Additional conditions to comply with statutory responsibilities}

\textbf{A3.1} The Open University may impose conditions or vary the terms on which you study and/or your access to services and learning activities. 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, Learners, staff, contractors and members of the public.

\textbf{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/protected adults, or in order to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation.

\textbf{A3.3} In order to fulfil The Open University’s Safeguarding duty (in line with the \textit{Safeguarding Policy} and \textit{Clause 15}), 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 fulfill The Open University’s Prevent duty (in line with The Open University Prevent Principles and Clause I6), Open University employees, Students, Learners or agents have a statutory obligation to report concerns that an Open University staff member, Student or Learner is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

Section B: Setting up your Learner Dashboard account and registering for/ studying a PD course

B1. Setting up your Learner Dashboard account

B1.1 In order to register for a PD course, you or your employer will be required to set up an account via the Learner Dashboard and you will set your own password. Once you have completed the online registration form you will receive an email confirming your registration, detailing your Learner Dashboard account username and asking you to validate your email address. Once you have clicked on the link to validate your email address, you will be able to access the Learner Dashboard.

B2. Registering for a PD course

B2.1 Your registration onto a PD course will take effect when your Learner Dashboard account has been set up (Clause B1: Setting up your Learner Dashboard account) and when you or your Employer have paid the appropriate PD course fee as advertised on The Open University’s Executive Education website, and The Open University confirms formally by email that we have accepted your application to register for a PD course. You will be able to access your PD course online as soon as The Open University has confirmed your registration and receipt of payment and you will be provided with access to resources relevant to your study where available or required. You can begin studying your PD course immediately after being granted access, and you will continue to be able to access this PD course for a minimum of 18 months from the date of payment (the Access Period).
B2.2 Your application to register as a PD Learner on a PD course is subject to you satisfying The Open University of all of the following:

a) you have read and agreed to these Terms and Conditions;

b) you have not been suspended or excluded from participating in study or expelled from The Open University;

c) if applicable, you disclose any legal restrictions or conditions under Section A2 “Additional conditions for disclosure of legal restrictions and conditions” above;

d) you have met any additional conditions applied to your study under Section A3 “Additional conditions to comply with statutory responsibilities” above;

e) the course is available for study in the country in which you are resident;

f) you have paid the relevant fee or provided an approved payment method.

B2.3 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 Open University PD course.

B2.4 Signing in from outside of the UK

B2.4.1 The following Condition only applies to individuals planning to study a PD course with The Open University when resident (temporarily or permanently) outside of the UK and Ireland. To be able to engage with your studies, The Open University provides access to course content and learning activities via various digital services. To obtain these, you will need to sign in to your Learner Dashboard account. In the majority of cases, the ability to sign in to use the digital services available to you will be fully accessible. However, in a small number of geographical locations (please see Signing in from outside of the UK: for PD learners, access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a PD course with The Open University from outside the UK and Ireland, please see Signing in from outside of the UK: for PD learners for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact the CPD Support Team.
B2.4.2 The Open University is not responsible for which VPN provider you opt to use to sign in to Open University digital services. It is your responsibility to ensure the VPN provider you use is compatible with the location you are in or intend to travel to. It is also your responsibility to ensure that you are aware of any legal requirements or restrictions in the location you choose to study in when using VPN to access your studies.

B2.4.3 If you are unable to access Open University digital services via a VPN because of restrictions in your place of residency, then you will be offered a full or partial refund. This is limited to locations where VPN access is either prohibited or restricted by law. If you are unsure how this will affect your studies, please contact the CPD Support Team.

B2.4.4 If there are VPN providers available in your place of residency (albeit with a limited service), it is your responsibility to ensure that you make use of these VPN providers when studying. If you are unsure how this will affect your studies, please contact the CPD Support Team.

B2.4.5 A refund will not be provided in the event of any technical issues that may arise with your VPN.

B2.4.6 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your learning materials online by arranging to have access via a suitable VPN provider, or you download materials prior to travelling. If you are unsure how this will affect your studies, please contact the CPD Support Team.

B3. Course content and learning activities

B3.1 Subject to satisfying the registration requirements, you will be registered on the course you have chosen from the Learner Dashboard, which will be displayed on your Confirmation of Registration email. You will be able to access the course content and learning activities on your Learner Dashboard, from the date of PD course registration and payment. These may include academic learner support, PD course forums, PD course websites, course assessments and feedback (if applicable) as described in the course information shown in the PD course description on the Learner Dashboard.
B3.2 To complete your study of a PD course, you agree to submit assessments (if applicable) at the time and in the manner specified.

B3.3 Your PD course content and learning activities will be available to from the date of your registration on the course for the duration of the Access Period. You will need to submit assessments (if applicable) within this timescale. You will be notified by email when there are 6 months and 3 months left of your Access Period.

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B4. Submission dates for assessments

B4.1 If your PD course contains a formal assessment (for example a Practice-Based Assignment), you must have completed the learning and assessment activities, and submitted your assessment at least 21 days before the end of your Access Period as discussed in B3.3 to receive a certificate of completion for the PD course.

B4.2 If you have completed the learning activities and assessments within the Access Period the course content and learning activities will continue to be available to you for the remainder of the Access Period. They will cease to be available to you after the Access Period has expired; this applies even if you have not completed the learning activities and assessments by that date. You will be notified by email when you have 6 months and 3 months remaining of your Access Period.

B4.3 If your course does not contain a formal assessment, you will be required to complete and pass quizzes throughout the course in order to gain a certificate of completion and a digital badge. The course quizzes will be available to you throughout the Access Period.

B4.4 Students living in Wales have the right to request their certificate of completion presented in Welsh. If you would like to request this, please contact the CPD Support Team.

B4.5 Students living in Wales have the right to submit written work in Welsh, and your work will not be treated any less favourably if you do this. If you intend to submit your written work in Welsh and have queries about the process for doing so, please contact the CPD Support Team.
**B5. Notification of relevant disabilities**

Alternative versions of course materials are not available by default. If you have told us that you have a disability which might affect your studies or assessment, you must provide us with any further information we ask of you, so that we understand what reasonable adjustments may be required under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation.

**Section C: Changing or cancelling your course**

**C1. Cancelling your registration**

C1.1 To cancel your registration to study a PD course, you must inform The Open University (via the CPD Support Team) of your decision by making a clear statement by letter, email, or by telephone, following the procedure set out in Section C2 “Procedure for cancelling your registration onto a PD course”. This information is also highlighted in the Confirmation of Registration email for study of a PD course at The Open University.

**C2. Procedure for cancelling your registration onto a PD course**

You must follow agreed procedures to cancel your registration:

C2.1 Deleting your Learner Dashboard account

a) If you want to delete your account before registering onto a PD course, please contact the CPD Support Team to tell us and we will delete your Learner Dashboard account. This means that there will be no historic record of your Learner Dashboard account and if you wish to reregister in the future, you will have to register for a new Learner Dashboard account as detailed in Section B1.
C2.2 Cancelling your PD course within 14 calendar days of registration

a) Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module and/or qualification, without giving any reason, within 14 calendar days of the date of the email confirming The Open University’s acceptance of your application to register (“the Cancellation Period”). If you do so, you will receive a full refund of any PD course fees you have paid.

b) Your right to cancel your registration will come to an end as soon as you have accessed the online teaching or assessment materials. By accessing those materials you are explicitly agreeing that they have been provided to you, you acknowledge your right to cancel will be lost, and you accept that you will not receive a refund or a waiver of any PD course fees you are liable to pay.

c) To cancel your registration to study a PD course, you must inform The Open University of your decision by letter, email or telephone before the 14-day statutory cancellation period has expired. Contact details for the CPD Support Team are available within the Further Clarification section at the end of this document. The statement must include your name, email address, and the PD course name and codes, for the PD course(s) you wish to cancel. If you send a letter, make sure you obtain proof of postage to confirm the date that you sent it to The Open University.

d) Once The Open University has received your request to cancel, we will acknowledge receipt of your cancellation request by email within 10 working days. If you have not heard from The Open University by then, you should contact the CPD Support Team.

e) Refunds on a third-party payment will result in a refund to the third-party.
C2.3  **Withdrawing from your course more than 14 calendar days after registration onto a PD course**

a) If you withdraw from your course after your right to cancel has come to an end (Section C2.2), you will not receive a refund of any PD course fees you are liable to pay.

b) If your withdrawal request was sent by post, please obtain and retain your proof of postage. Once The Open University has processed your withdrawal, we will confirm this in writing (via email), within 10 working days of receipt. If you have not heard from The Open University after 10 working days from the date you would have expected us to have received this withdrawal request, contact the [CPD Support Team](#).

C2.4  If you cancel or withdraw from your course you will no longer have access to the course content and learning activities, and you will not be able to participate in any learning or assessment activities.

C2.5  If you have registered to study more than one PD course and you have not cancelled all of the PD courses for which you are registered, you will still be able to study those PD courses you remain registered for.

C2.6  If you cancel your Registration to study a PD course (under C2.2 or C2.3 above), and wish to re-register on the PD course at a later date, you will be required to pay the full fee.

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**C3. The Open University’s right to cancel your registration**

C3.1  The Open University may cancel your registration at any time if any of the following apply:

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 E “Your Personal Information”](#);

b) you or your Employer fail to pay your PD course fees as set out in [Section D “Agreement to pay fees”](#) below;

c) you break any of the conditions set out in this document (and any of the other rules and regulations that it refers to);
d) you are excluded from study as a result of a breach of the Code of Practice for Student Discipline or you breach any restrictions placed on your access to study;

e) we are unable to deliver the services you require to complete your study from your geographical location, or we find that the course is not available for study in the country in which you are resident;

f) you fail to disclose any legal restrictions or conditions under Section A2 where these are relevant and unspent, in line with the Code of Practice for Student Discipline (SD1.4c, SD2.3 and SD2.4.1).

The Open University reserves the right to seek criminal prosecution if you supply fraudulent information at the point of registration or during the Access Period of a PD course, or if you carry out a fraudulent action.

C3.2 If The Open University cancels your PD course registration, you will no longer have access to the course content and learning activities and you cannot participate in any learning or assessment activities after the date of cancellation.

C4. Our right to make changes

C4.1 The following paragraphs outline the circumstances in which The Open University may make changes to these terms or to our educational services.

C4.2 Circumstances outside our control

The Open University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside 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, The Open University will make all reasonable efforts to minimise disruption and, if practicable, provide you with reasonable alternative arrangements to continue with your studies.
C4.3 Maintenance of academic standards

a) The Open University may in the following circumstances suspend or cancel Registrations for a PD course if it is unable to guarantee academic standards at the start date of the course:

i. in the case of the first presentation of a PD course, where notice has been given during Registration that the course 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 course starts;

ii. 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 PD course or the academic reputation of The Open University, that The Open University is not reasonably able to make before it starts;

iii. there has been an unforeseen withdrawal of accreditation or validation for a PD course since registration opened for that academic year that The Open University is unable to resolve before the course 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 if practicable to do so. If a reasonable alternative is not available, The Open University may offer a refund at our discretion.

C4.4 Short-term changes to learning, teaching and assessment arrangements

The Open University may have to postpone, re-structure or cancel learning activities, forums and other teaching sessions or assessments due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of the University’s staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities, platform 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 if practicable to do so.
C4.5 Changes to PD courses

C4.4.1 The Open University will not normally make changes to a PD course for Learners who are registered on that PD course.

C4.4.2 A change to a PD course on which you are 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.

C4.5.3 Where a change is made to a PD course on which you are registered you will be given as much notice as possible of the change. If there is any detriment to you as a result of the change preventing you from reasonably being able to continue with your PD course, you will be given the opportunity to discuss your concerns with the CPD Support Team. If a resolution cannot be agreed you will have the option to withdraw from that PD course.

C4.5.4 PD courses on which PD Learners are not yet registered may be changed or withdrawn at short notice.
Section D: Agreement to pay fees

Sections D1 “Payment of fees” and D2 “Refund of fees” do not apply if your Employer organisation is paying the fee.

Sections D3 “Failure to pay fees and charges” applies to all PD Learners.

D1. Payment of fees

D1.1 When you register on a PD course at The Open University, you agree that you will pay the PD course fees and other charges which are due in respect of your studies. You will be provided with information about those PD course fees and charges, when they are due and how they may be paid, before you register. The fee you agree to pay is shown on the Executive Education Website, on the Learner Dashboard and within your registration confirmation.

D1.2 The Open University may accept payment by credit or debit card, by bank transfer (BACs) or from a sponsor or your Employer. Where payment is being made by a sponsor or your employer or you are paying by BACs, The Open University must have received the payment to pay the PD course fees before The Open University will accept your registration.

D1.3 Payment via government funding (such as a grant or loan) or in instalments via The Open University Student Budget Accounts Limited (OUSBA) is not permitted for PD courses.

D2. Refund of fees

D2.1 Except where you have a right to cancel your course registration as referred to in Clause C1 “Cancelling your registration” and Section C2 “Procedure for cancelling your registration”, there will be no refund of PD course fees if you wish to end your studies once you have accessed the course content and/or learning activities.

D2.2 Failure to engage with the course content and/or learning activities does not entitle you to a refund of fees.
D3. Failure to pay fees and charges

D3.1 If you do not pay your PD course fees or provide an approved payment method as indicated in D1.2, your Registration will not be accepted until payment is received.

D3.2 If The Open University has accepted your registration and, for any reason, the payment method that has been accepted is cancelled or withdrawn (for example a credit or debit card payment is not honoured by your bank or sponsorship is withdrawn), The Open University will cancel your registration even if you have started studying. You will be given notice that your registration will be cancelled and an opportunity to make alternative payment to reinstate your PD course. You must contact The Open University within 7 calendar days of the date of cancellation to make payment.

Section E: Your personal information

E1 The personal information which The Open University has collected and holds about you in our records is shown in your Learner Dashboard account.

E2 When you register to study a PD course with The Open University, the personal information that you have supplied will be used and processed in accordance with the Executive Education (Professional Development Course) Privacy Notice.

E3 When you register, you must provide details of your home address. The Open University uses the information that is held in our records as part of the Registration process to keep in touch with you and to support you in your studies; it is important that this information 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, your Home Address, 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 Clause C3.1(a).

E4 You should contact the CPD Support Team for details of how you may change any of your personal information. The Open University may require you to provide satisfactory evidence of any change before our records can be updated. You will be informed by The Open University whether further evidence may be required, and what evidence will be accepted.
Section F: Complaints and Appeals

F1 The Open University has a Student Complaints and Appeals Procedure and is a member of the Scheme of the Office of the Independent Adjudicator for Higher Education established by the Higher Education Act 2004.

F2 The Open University also has a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document “Welsh Language Standards – Dealing with Complaints and Comments”.

Section G: Discipline and Academic Misconduct

G1 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. Breach of that Code may result in you being suspended from study, from access to facilities and resources, or being expelled from The Open University.

G2 When you register to study with The Open University you agree to comply with the Academic Conduct Policy.

Section H: Computing

H1. Computing, and Social Media Policy

H1.1 The Open University will provide you with a Learner Dashboard account. It is your responsibility to keep your account secure and confidential. You agree to comply with our Social Media Policy and Computing Guidance: Professional Development (PD) learners.

H1.2 In the majority of cases, the ability to sign in to use the digital services that are required for your study of a PD course will be fully accessible. However, in a small number of geographical locations (please see Signing in from outside of the UK: for PD learners, access), access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a PD course provided by The Open University from outside the UK and Ireland, please see Signing in from outside of the UK: for PD learners, access) for information on current restrictions. This may impact upon your continued registration with The Open University, in line with Section C3: ‘The Open University’s right to cancel your Registration”. If you are unsure how this will affect you or you would like to seek advice, please contact the CPD Support Team.
H2. Keeping your learner account secure

H2.1 You must notify the CPD Support Team as soon as reasonably practicable, by phoning +44 (0)1908 684871, or by emailing cpd-support@open.ac.uk if you think that there has been any loss of security on your Learner Dashboard account.

H2.2 If you do not comply with Condition H2.1 above you will be liable for any fraudulent transactions relating to your registration.

H3. Sharing information in online activities

Learning activities may include compulsory activities for your PD course. When you participate in learning activities for your PD course, your profile name, preferred email address, and the content you contribute will be visible to Open University staff who have a need to see the information concerned. Only your profile name and the content you contribute as part of your learning activities will be visible to other PD Learners on the PD course.

H4. The Computing Policy

H4.1 The Open University has a procedural document entitled Computing Guidance: Professional Development (PD) learners and the Social Media Policy. When you register to study with The Open University you agree to comply with this Policy and Procedure.
Section I: How The Open University will communicate with you

11. By email

11.1 All learners must provide us with a valid email address, which The Open University will use to correspond with you. You must inform us of any changes to your preferred email address by updating your Learner Dashboard account or contacting the CPD Support Team.

11.2 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.

12. Through your Learner Dashboard

Your Learner Dashboard account will include details of the personal information The Open University holds about you and it will provide you with access to course content and learning activities. It is your responsibility to check your Learner Dashboard regularly.

13. Through PD course websites

Your Open University PD course will also provide you with access to a PD course website where available. These websites will provide access to course content and learning activities and may contain generic messages about your course that may not be provided by any other media. It is your responsibility to check your PD course website regularly.
14. Recording telephone calls

We may monitor and record phone calls between you and The Open University to make sure that The Open University have carried out your instructions correctly and to help us improve our services through staff training in accordance with the Executive Education (Professional Development Course) Privacy Notice.

15. Safeguarding duty

If you or another party disclose any information to us via the communication methods listed in I1-I4 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).

16. Prevent Duty

If you or another party disclose any information to us via the communication methods listed in I1-I4 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).

17. Contacting us in Welsh

If you speak Welsh, you can contact us in Welsh and doing so will not lead to your request being dealt with less favourably.
Section J: Fitness to Study

The Open University has a Fitness to Study Policy to support you if a mental, emotional or physical disability impacts on your ability to study, on other’s ability to study or on the teaching and administrative processes of The Open University. When you register to study with The Open University you agree to engage with this Policy if requested by The Open University.

Section K: Affiliation with Third-Party Organisations

K1 Any affiliation or promotion of The Open University must be initiated by The Open University.

K2 Open University PD Learners are not permitted to promote anything for payment or other renumeration purposes on behalf of, or purporting to be on behalf of, The Open University.

K3 PD Learners are not permitted to promote their views as representing or as being on behalf of The Open University.

K4 Learners are free to express their political, religious, social and academic views both in private and in public provided this is explicitly done in their own name and not in the name of The Open University. By registering to study with The Open University you are agreeing to abide by the Social Media Policy as outlined in Clause H1.

K5 PD Learners are not permitted to represent The Open University. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact The Open University directly with their request.

K6 Any failure to meet Clauses K2-K5 could be treated as a breach of the Code of Practice for Student Discipline (see Section G: Discipline and academic misconduct).
Glossary of terms

Access period
The period which you are able to access the PD course: this will be 18 months from the date of registration and receipt of payment. You will receive email notification when your Access Period has 6 months and 3 months left. You will also need to ensure that, if your PD course has a Practice-Based Assignment, it is submitted at least 21 days before the end of your Access Period to ensure there is time for it to be marked and returned.

Cancellation period
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 days of the date of the email or letter confirming The Open University’s acceptance of your application to register (“the Cancellation Period”).

Certificate of completion
The document generated by the system which demonstrates successful completion of the PD course. You can download this on successful completion of your PD course. This certificate of completion confirms the PD course title and learning outcomes.

Digital badge
A digital file which is generated by the system within one week of successful completion of your PD course. This can be attached to your social media profile.

Executive Education
The team who is part of The Open University Faculty of Business and Law and is responsible for the PD courses and the Learner Dashboard. More detail about Executive Education is available via The Executive Education website

Home address
This means where you are ordinarily and lawfully resident.

Learner Dashboard
The main home page where you access your PD course(s) and set up and manage your learner account.
Non-credit bearing
A PD course that does not carry any academic credit and so cannot be counted towards a qualification. Non-credit bearing courses are usually short and are delivered online.

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.

Practice-based assignment (PBA)
The final piece of formal assessment which forms a part of some of the PD courses. The format of the PBA varies between courses but is designed to help you reflect on your learning and relate the learning back to your professional practice. The PBA is marked by a Learning Advisor and may be returned with feedback; it will have a pass or fail result. If your PD course includes a PBA, you will need to pass this in order to achieve a Certificate of completion and Digital badge.

Professional Development (PD) course
A non-credit bearing course as provided by The Open University’s Executive Education team and as accessed through the Learner Dashboard. This is different to an Open University Short Course.

Professional Development (PD) Learner
An individual who is registered for an account on The Open University’s Learner Dashboard. As a PD Learner you do not require an Open University Personal Identifier (PI) number, or an Open University Computer Username (OUCU). You study PD courses delivered via the Learner Dashboard under the Terms and Conditions of Registration (Professional Development courses).

Professional Development (PD) course website
The website which contains your PD course content, learning activities and messages about your course.

Registration
This means the process by which you become a PD Learner of The Open University. Subject to these Terms and Conditions you may register for a PD course.

Us/We/Our
This refers to The Open University.
Withdrawal period
The withdrawal period refers to withdrawal from a course after the 14-day cancellation period:

a) If you withdraw from your PD course after your right to cancel has come to an end (“the Cancellation Period”) you will not receive a refund or a waiver of any fees you are liable to pay.

Further clarification

COVID-19 Reduced service

Please send any information or other correspondence to The Open University electronically so we can respond to you as quickly as possible. You can also contact us by phone.

For more information about registration and fees or to change or cancel your studies please contact the CPD Support Team.

CPD Support Team

Executive Education Team, The Faculty of Business and Law,
The Open University (Michael Young Building)
Walton Hall,
Milton Keynes
MK7 6AA
Phone +44 (0)1908 684871
Email: cpd-support@open.ac.uk
For more information, or support to disclose restrictions or criminal 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
http://www.open.ac.uk/secure-environments/

Alternative format of these Terms and Conditions

If you require this Terms and Conditions document in an alternative format, please contact the CPD Support Team.
Appendix

Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Learners who have an unspent criminal conviction in a relevant area, are required to disclose this unspent conviction at the point of registering to study at The Open University. You may do this by requesting a self-declaration form to disclose your unspent conviction from the Community Support Team, Students in Secure Environments.

Relevant areas of conviction include, but are not limited to, one or more of the offences listed below:

i. Offences listed in the Sexual 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 firearms, weapons, firearms, crossbows and knives;

vi. Offences involving arson;

vii. Fraud;

viii. Offences of human trafficking, slavery and forced labour;

ix. Offences related to any person under 18 considered a child under English law- see Children Act 2004.
**Ap 2. Failure to disclose legal restrictions and conditions**

Ap 2.1 The Open University will regard a failure to disclose any legal restrictions and conditions that you are currently subject to or become subject to during the course of study as a very serious matter and may decide to take further action under the Code of Practice for Student Discipline. See Clause A2.3 for details.

**Ap 3. Data protection**

Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with the Executive Education (Professional Development Course) Privacy Notice.

Ap 3.2 Any disclosure to use a service 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.