

# **Conditions of Registration 2020/21**

(Short Courses)

# **Contents**

Summary of Conditions	4
Summary of significant changes since last version	4
Conditions of Registration superseded by this document	6
Scope	6
What this document covers	6
What this document does not cover	6
Related Documentation	6
Documents that govern your study:	6
Information and guidance:	7
The Open University Student Charter Principles	7
Introduction	7
About these Conditions of Registration	7
Summary of the main terms of the contract between us	8
Section A: Your agreement to register as a student	10
A1. The terms of the agreement	10
A2. Additional conditions for disclosure of legal restrictions and conditions	10
A3. Additional conditions to comply with statutory responsibilities	11
Section B: Registering for and studying a short course	12
B1. Registration	12
B2. Learning materials and course resources	12

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

	В3.	Submission dates for assessments and course end dates (excluding 'Digital	
		Photography', TG089 – see B4 below)	13
	B4.	Submission dates for assessment ('Digital Photography', TG089)	13
Se	ection	C: Changing or cancelling your course	14
	C1.	Cancelling your registration	14
	C2.	The Open University's right to cancel your registration	15
	C3.	Our right to make changes	16
Se	ection	D: Agreement to pay fees	17
	D1.	Payment of fees	17
	D2.	Refund of fees	18
	D3.	Failure to pay fees and charges	18
	D4.	Consequences of not paying fees or additional charges	18
Se	ection	E: Your personal information	19
Se	ection	F: Complaints and Appeals	20
Se	ection	G: Student discipline	20
Se	ection	H: Computing	20
	H1.	Your Open University computing account	20
	H2.	Keeping your account secure	20
	H3.	Sharing information in online activities	21
Se	ection	I: How we will communicate with you	21
	l1.	Students living in Wales	21
	I2.	By email	21
	I3.	Through 'StudentHome'	22
	l4.	Through Open University websites	22
	I5.	Recording telephone calls	22
	I6.	Safeguarding duty	22
	17.	Prevent Duty	23

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

Section J: Using library facilities	23
Glossary of terms	24
Further clarification	25
Student Support Team	25
The Open University in Wales	25
Students living in Wales:	25
For more information or support in disclosing restrictions or criminal convictions:	26
Alternative format	26
Appendix	27
Ap 1. Disclosure of legal restrictions and conditions	27
Ap 2. Failure to disclose legal restrictions and conditions	27
Ap 3. Data protection	27

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# **Summary of Conditions**

The Conditions of Registration (Short Courses) set out the terms and conditions ("Conditions") that apply to registration for an Open University Short Course. A 'Short Course' is any non-credit bearing module that does not count towards any qualification, as set out in the short courses sections of The Open University's online prospectus.

These Conditions set out the terms of the agreement between you and The Open University. They also reference other policies, procedures, guidance documents, The Open University regulations and codes of practice listed in <u>Related Documentation</u>. Together, these documents set out the details of your rights and obligations as a student of The Open University.

### Summary of significant changes since last version

There are a number of significant changes from the previous version of this document. These are:

- a) Microcredential courses added as out of scope to this document.
- b) Addition of "Summary of the main terms of the contract between us" within Introduction.
- c) Amendments to wording to bring document in line with the terminology used in the main Conditions of Registration (A3, Section C "Changing or cancelling your course", Section E "Your Personal Information", Section G "Student Discipline", Section H "Computing" and Section I "How we will communicate with you").
- d) Information added to paragraph A1.2 to inform students that the inconsistencies must be formally agreed in writing by The Open University.
- e) Additional clarification within paragraph A1.3 that all disputes arising from these Conditions and associated policies, procedures or Registration shall be subject to the exclusive jurisdiction of the English courts.
- f) Rewording of Section A2 in line with changing practice in sector and to assist in removing barriers for students with legal restrictions and conditions, as well as upholding our safeguarding responsibilities. Corresponding addition of new sentence B1.2(b) referring students to disclose any legal restrictions or conditions as appropriate.
- g) Addition of paragraph A3.3 and paragraph I6 'Safeguarding Duty' to clarify The Open University's statutory obligation to disclose particular information as relevant to the internal Safeguarding team or external parties.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

- h) Addition of paragraph A3.4 and paragraph I7 'Prevent Duty' to clarify The Open University's statutory obligation to disclose particular information as relevant to The Open University Prevent team.
- i) Rewording of original paragraph B1.1 in new clause B1.3 to clarify that The Open University is only able to sponsor a student visa for research degree students.
- j) Amendment to title of Section B3 and inclusion of new section B4 to describe differences for module TG089 'Digital Photography'.
- k) Amendment to Section C to remove reference to 'Changing Your Study Plans' policy and include additional detail for how to cancel.
- Additional information added to paragraph C2.1 and Section E3 to note that The Open University may cancel registration if personal information is not kept up to date.
- m) Amendment to paragraph C1.4.2 (b) (was C2.2) to remove the term "at that time".
- n) Addition of recommendation to contact your <u>Student Support Team</u> for further information about additional charges payable in paragraph D1.1.
- o) Amendments to Section D4 to clearly present how The Open University deals with different types of student debt in line with the Student Debt Policy and to reflect coordinated changes made to the main <u>Conditions of Registration</u>. The related paragraph C2.1(b) has been reincluded here for clarity.
- p) Inclusion of information to specify that students living in Wales can receive correspondence in Welsh (Section I1, and Further Clarification)
- q) Sentence added into Section I2.2 to inform students that The Open University will not be responsible for failure to receive emails if Section I2 of the Conditions is not adhered to.
- r) Updating of the Appendix in line with Section A2 to positively encourage students to disclose to The Open University any conditions, restrictions or arrangements relating to specific criminal convictions. It makes them aware that, in accepting the Conditions of Registration, students are agreeing to make us aware immediately of any conditions, restrictions or arrangements that may stop them from fully engaging with their chosen module and the wider University community. It also explains the action that we may take if they fail to disclose.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

### Conditions of Registration superseded by this document

This document replaces the previous version of <u>Conditions of Registration (Short Courses)</u> <u>2019/20</u>.

# **Scope**

#### What this document covers

This document applies to students studying a non-credit bearing module that does not count towards any qualification. This includes non-credit bearing modules with both flexible and fixed start dates.

#### What this document does not cover

These Conditions do not apply to the following:

- a) Undergraduate or Postgraduate students studying modules that are credit bearing and/or can be counted towards a qualification. Please refer to the <u>Conditions of Registration</u>.
- b) Those studying a Microcredential. Please refer to the <u>Terms and Conditions</u> (<u>Microcredentials</u>).
- c) Those studying through an Apprenticeship Programme. Please refer to the <u>Conditions of Registration (Apprentices)</u>.
- d) Non-compulsory Residential School experiences.
- e) Postgraduate Research students (PGR programmes).

### **Related Documentation**

Refer to the following documentation in conjunction with this document:

### Documents that govern your study:

- Code of Practice for Student Discipline
- Student Complaints and Appeals Procedure
- Student Debt Policy

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

#### **Information and guidance:**

- Fitness to Study
- Student Computing Policy
- Social Media Policy
- Student Protection Plan
- Student Privacy Notice

### **The Open University Student Charter Principles**

This document aligns with the following Open University Student Charter Principles:

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

### Introduction

### **About these Conditions of Registration**

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University. They also reference other policies, procedures, guidance documents, Open University regulations and codes of practice listed in <a href="Related">Related</a>
<a href="Documentation">Documentation</a>. Together, these documents set out the details of your rights and obligations as a student of The Open University.

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

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in the Registration Agreement, in these Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please <a href="contact us">contact us</a> 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

Should any details in the Registration Agreement be incorrect:

- If you are registering online you can go back and change them.
- If you are registering by telephone, please ensure that our advisor is given the correct details and has confirmed them to you.
- If you have a printed registration form do not alter it or sign it. Please <u>contact us</u> 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 throughout this document and in the other policy and regulatory documents referred to within this document.

- 1. This is a legally binding agreement between you and The Open University, to study an Open University short course.
  - a) You have a statutory right to cancel your Registration Agreement with The Open University within 14 calendar days of the date of the letter/email confirming the agreement.
  - b) Your right to cancel your registration will come to an end as soon as you have accessed the online teaching or assessment materials or other course resources. By accessing those materials and resources you are explicitly agreeing that they are provided to you and acknowledging that your right to cancel will be lost if you access them.
  - c) If you cancel your course after your right to cancel has come to an end, you will not receive a refund or a waiver of any fees you are liable to pay.
- 2. You agree to pay tuition fees for your short course. If you do not pay your fees, The Open University can end this agreement and/or can take legal action to recover unpaid fees from you, in line with our Student Debt Policy.
- We will use your personal information to maintain your student record, to provide support for your studies and for other facilities. Please see the <u>Student Privacy Notice</u> for more information. We will only share your information with others in accordance with our <u>Student Privacy Notices</u>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

- 4. We will provide you with learning materials, course resources and learning support which are described in the module description in our online prospectus.
- 5. You agree to study the short course, participate in the learning activities and submit the course assessment (if any) as required for that short course.
- 6. In order to successfully complete a short course, you may need to submit a number of tasks.
- 7. 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.
- 8. There may be some exceptional circumstances in which we are unable to provide the short course that you have registered or enrolled for, but we will provide you with advice and guidance and a reasonable alternative where available.
- 9. The University can end this agreement if:
  - a) You have provided us with false or misleading information or you do not keep your personal information up-to-date.
  - b) You have not done something you were required to do to as a condition of your registration.
  - c) You do not pay your tuition fees or are in debt to The Open University in respect of tuition fees or other academic charges.
  - You are found to have committed a serious breach of the <u>Code of Practice for Student</u>
     <u>Discipline</u> or any breach of restrictions placed on your access to study.
- 10. You will be given an Open University computing account, which you must use responsibly and in accordance with the <a href="Student Computing Policy">Student Computing Policy</a>.
- 11. You must provide us with your contact details and keep them up to date.
- 12. We will communicate with you by email, through <u>StudentHome</u> and other Open University websites. It is your responsibility to check for messages regularly.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# Section A: Your agreement to register as a student

### **A1.** The terms of the agreement

- A1.1 When The Open University formally accepts in writing, by letter or email, your application to register to study with The Open University, you as the student and The Open University are entering into a legal agreement with each other.
  - a) These Conditions of Registration and the Registration Agreement set out the terms of the agreement between you and The Open University. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered student.
- A1.2 Subject to paragraph A2 "Additional conditions" below, your Registration Agreement together with these Conditions and any policies and regulations which are referred to in them contain the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Conditions, the Conditions of Registration (Short Courses) will always take priority unless formally agreed in writing by The Open University.
- A1.3 These Conditions, the Registration Agreement, and The Open University rules, regulations, policies and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

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

A2.1 Disclosure of a criminal conviction is not a requirement to study at The Open University. However, students who are currently, or become, subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

- A2.2 This disclosure helps us support students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations, and includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).
- A2.3 The Open University provides services to give specialist advice and support to students entering our student community from many different walks of life. Students coming to The Open University with a spent or unspent conviction may find it useful to connect with these services and gain additional support as part of their study with us. Any disclosure to utilise a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require. If appropriate, a referral will be made to our specialist support team who will be able to provide further guidance and support if your disclosure impacts on your study.

For further guidance on disclosure please refer to the <u>Appendix</u>, our <u>Supporting Students in Secure Environments</u> web pages or contact <u>Community Support</u>, <u>Students in Secure Environments</u>.

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

- A3.1 The Open University may impose conditions or vary the terms on which you study and/or your access to services and facilities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of students, staff, contractors and members of the public.
- A3.2 Conditions may be imposed or terms may be varied by The Open University in order to meet its duties with respect to the safeguarding of young persons or vulnerable and protected adults, or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the <u>Safeguarding Policy</u> and Section I6), Open University employees or agents have a statutory obligation to disclose relevant information to the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).
- A3.4 In order to fulfil The Open University's Prevent duty (in line with <u>The Open University</u>

  <u>Prevent Principles</u> and Section I7), Open University employees, students or agents have a statutory obligation to report concerns that an Open University staff member or student is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# Section B: Registering for and studying a short course

### **B1.** Registration

- B1.1 Your registration will take effect when The Open University confirms formally (by letter or by email) that we have accepted your application to register. You will be able to access your course online as soon as The Open University has confirmed your registration, or, when you reach the start date of your short course, where applicable.
- B1.2 Your application to register as a student of The Open University to study a short course is subject to you satisfying to The Open University that:
  - a) you have read and agreed to these Conditions; and
  - b) if applicable, you disclose any legal restrictions or conditions under Condition A2 above; and
  - you have met any additional conditions applied to your study under Section A3
     "Additional conditions to comply with statutory responsibilities" above; and
  - d) you have not been suspended or excluded from participating in study or expelled from The Open University; and
  - e) the course is available for study in the country in which you are resident; and
  - f) you have paid the relevant fee or provided an approved payment method.
- B1.3 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 short course.

### **B2.** Learning materials and course resources

B2.1 When you have satisfied the conditions in section B1, have paid the course fee and The Open University has confirmed that your application to register has been accepted, you will be registered on the course shown in the Registration Agreement, and you will be provided with the learning materials and course resources. These may include learner support, course forums, course websites, course assessments (if any) and feedback as described in the course information shown in the module description in our online prospectus.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

- B2.2 As a registered student of The Open University you will have access to The Open University's library and Computing Helpdesk to support you with your studies.
- B2.3 You agree to study the learning materials, participate in the learning activities and submit the course assessment (if any) at the time and in the manner specified.

# B3. Submission dates for assessments and course end dates (excluding 'Digital Photography', TG089 – see B4 below)

- B3.1 You will be notified of the final submission date for any assessments for your course. This will be a minimum of 6 months (18 months for 'Mentorship portfolio assessment', KG006) from the date of your registration. You must have completed the learning and assessment activities before this final submission date to successfully complete the module. If your course has multiple dates by which you can submit assessments, you will be advised when these are via your course website.
- B3.2 If you have completed the learning activities and assessments before the end date of your course, the online learning materials, course resources and The Open University's library will continue to be available to you for the remainder of your course. They will cease to be available to you after the course end date, whether or not you have completed the learning activities and assessments by that date. The end date of your course is usually around 20 calendar days after the final submission date and will be shown on StudentHome.

### B4. Submission dates for assessment ('Digital Photography', TG089)

B4.1 This ten-week online course has one Computer Marked Assessment (iCMA) and an End of Module Assessment (EMA). You will be notified of the submission dates once the course website is live.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# Section C: Changing or cancelling your course

### C1. Cancelling your registration

- C1.1 To cancel your registration to study a short course, you must inform The Open University of your decision by making a clear statement by letter, email, the online or printed cancellation form, or on the telephone.
- C1.2 The statement must include your name, your Open University Personal Identifier (PI)

  Number, and the short course code(s) for the course(s) you wish to cancel. If you send a
  letter, obtain proof of posting to confirm the date that you sent it.
- C1.3 The Open University will acknowledge receipt of your cancellation request by e-mail or letter within 10 working days. If you have not heard from us by then, you should contact your <a href="Student Support Team">Student Support Team</a>. This information is also highlighted in the confirmation of your registration or enrolment for study at The Open University
- C1.4 You must follow agreed procedures in order to cancel your registration, as follows:

#### C1.4.1 Withdrawing your application before you are registered

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

#### C1.4.2 Withdrawing from your course within 14 calendar days of registration

- a) Under the Consumer Contracts (Information, Cancellation and Additional Charges)
  Regulations 2013, you have a right to cancel your registration to study a module
  and/or qualification, without giving any reason, within 14 calendar days of the date of
  the email or letter confirming The Open University's acceptance of your application
  to register ("the Cancellation Period"). If you do so, you will receive a full refund of
  any fees you have paid or a waiver of any fees you are liable to pay for that course.
- b) Your right to cancel your registration will come to an end as soon as you have accessed the online teaching or assessment materials or other course resources.
  By accessing those materials and resources you are explicitly agreeing that they are provided to you and acknowledging that your right to cancel will be lost if you access them.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

#### C1.4.3 Withdrawing from your course after your right to cancel has come to an end

- a) If you cancel your course after your right to cancel has come to an end, you will not receive a refund of fee or a waiver of any fees you are liable to pay.
- b) If you cancel your course you will no longer have access to the learning materials and course resources and you will not be able to participate in any learning or assessment activities.

### C2. The Open University's right to cancel your registration

- C2.1 The Open University may cancel your registration at any time if:
  - a) we find that you have given us information which is false or misleading, or you do not keep your personal information up-to-date as set out in Section E ("Your Personal Information");
  - b) you fail to pay your tuition fees as set out in <u>Section D</u> "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 referred to in it);
  - d) you are excluded from study as a result of a breach of the <u>Code of Practice for</u>
     <u>Student Discipline</u> or any breach of restrictions placed on your access to study.

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

C2.2 If The Open University cancels your registration for a short course you will no longer have access to the learning materials and course resources and you may not participate in any learning or assessment activities after the date of cancellation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

### C3. Our right to make changes

#### C3.1 Circumstances outside our control

The Open University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside 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.

#### C3.2 Maintenance of academic standards

- a) The Open University may suspend or cancel registrations and enrolments for a short course where it is unable to guarantee academic standards at the start date of the course:
  - i. where either too few or too many students have registered or enrolled for the course to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the short course; or
  - ii. there has been an unforeseen withdrawal of accreditation or validation for a short 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 wherever practicable to do so.

#### C3.3 Short-term changes to learning, teaching and assessment arrangements

The Open University may have to postpone, re-locate, re-structure or cancel tutorials, forums, 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, or short notice unavailability of premises, facilities or materials. The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

#### C3.4 Changes to short courses

- C3.4.1 The Open University will not normally make changes to a course for students who are enrolled or registered on that course.
- C3.4.2 A change to a course on which you are enrolled or registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.
- C3.4.3 Where a change is made to a course on which you are enrolled or registered you will be given as much notice as possible of the change and, if there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that module without penalty.
- C3.4.4 Courses on which students are not yet enrolled or registered may be changed or withdrawn at short notice.

# **Section D: Agreement to pay fees**

### D1. Payment of fees

- D1.1 When you register as a student of The Open University you agree that you will pay the tuition fees and other charges which are due in respect of your studies. You will be provided with information about those fees and charges, when they are due and how they may be paid, before you register. The tuition fee you agree to pay is shown in the Registration Agreement or registration confirmation. Contact your <a href="Student Support Team">Student Support Team</a> for more information about any additional charges.
- D1.2 If you are not paying your fees at the time of registration, The Open University may accept payment by an approved payment method such as payment by a sponsor. You are normally required to have secured the agreement to pay the fees by that method before we will accept your registration.
- 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 short courses.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

#### D2. Refund of fees

Except where you have a right to cancel your course registration as referred to in Section C1 "Cancelling your registration" there will be no refund of fees if you wish to end your studies once you have accessed the online learning materials and/or course resources.

### D3. Failure to pay fees and charges

- D3.1 If you do not pay your fees or provide an approved payment method at the time of registration, The Open University will not accept your registration.
- D3.2 If The Open University has accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn (for example a credit or debit card payment is not honoured by your bank or sponsorship is withdrawn), we will cancel your registration even if you have started studying. You will be given notice of cancellation of your registration and an opportunity to be reinstated if you contact The Open University within 7 calendar days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method.
- D3.3 If you cancel your registration or your registration is cancelled, you will remain personally liable to The Open University for all of the fees which are due up to the date of the cancellation. If you do not pay those fees you will be in debt to The Open University and The Open University will take action to recover the debt in line with our <a href="Student Debt">Student Debt</a> <a href="Policy">Policy</a>.

### D4. Consequences of not paying fees or additional charges

D4.1 If you do not pay your outstanding fees or other charges, including any further fees and other charges that may be due, i.e. all manner of debt which includes academic and non-academic debt, we may take all reasonable steps including legal action to recover those fees and other charges from you in line with our <a href="Student Debt Policy">Student Debt Policy</a>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

- D4.2 If you are in debt to The Open University for your fees or other charges (all manner of debt), we will:
  - a) Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you in line with our <u>Student Debt</u> <u>Policy</u>.
  - b) Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability will be incurred.
- D4.3 If you are in debt to The Open University for your tuition fees or other academic charges (academic debt) we may, in addition to D4.2 above:
  - a) Cancel your registration or enrolment at any time as detailed in Section C2: The Open University's right to cancel your registration.
  - b) Only permit you to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have another secured method of payment for those tuition fees or charges, which we have accepted, and you settle or make arrangements to settle the debt.
- D4.4 If The Open University continues, at its discretion, to provide tuition, facilities or services or allow further registration or enrolment to students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.

# **Section E: Your personal information**

- E1 The personal information which we have collected and hold about you in our records is shown in the profile section of your <a href="StudentHome">StudentHome</a> website.
- When you register to study with The Open University, the personal information that you have supplied will be used and processed in accordance with our <u>Student Privacy Notice</u>. 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 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

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

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 C2.1(a). Details of how you may change any of your personal information are set out on <a href="StudentHome">StudentHome</a>. 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 <a href="StudentHome">StudentHome</a>.

# **Section F: Complaints and Appeals**

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

# Section G: Student discipline

The Open University has a <u>Code of Practice for Student Discipline</u>. 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.

## **Section H: Computing**

### **H1.** Your Open University computing account

The Open University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our <a href="Student Computing Policy">Student Computing Policy</a> and <a href="Social Media Policy">Social Media Policy</a>.

### **H2.** Keeping your account secure

H2.1 You must notify The Open University Computing Helpdesk as soon as reasonably practicable, by phoning +44 (0)1908 653972 or by emailing OU-computing-helpdesk@open.ac.uk if you think that there has been any loss of security on your Open University computing account.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

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

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

# Section I: How we will communicate with you

### I1. Students living in Wales

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

### I2. By email

- You must provide us with a valid email address, which we will use to correspond with you.
  You must inform us of any changes to your preferred email address by updating your personal profile on <a href="StudentHome">StudentHome</a>.
- It is your responsibility to check your email regularly. You will be sent important information about your registration and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that email from The Open University is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from The Open University. The Open University will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

### I3. Through 'StudentHome'

Your Open University computing account will include access to a personalised Open University website called 'StudentHome'. This website will include details of the personal information we hold about you and it will provide you with access to some study materials and a range of other resources that will support your studies. 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.

### **I4.** Through Open University websites

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

### **I5.** Recording telephone calls

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

### **I6.** Safeguarding duty

If you or another party disclose any information to us via the communication methods listed in I1-I5 of this document, that affects our statutory Safeguarding responsibilities (in line with the <u>Safeguarding Policy</u> 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).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

### **I7.** Prevent Duty

If you or another party disclose any information to us via the communication methods listed in I1-I5 of this document, that affects our statutory Prevent duty responsibilities (in line with <u>The Open University Prevent Principles</u> 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).

# Section J: Using library facilities

If you use The Open University library services, you will be bound by our <u>Copyright Regulations</u> which you will be asked to agree to when you first use those services.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# Glossary of terms

### **Enrolment**

This means the process by which a student is registered to study a short course.

#### **Home Address**

This means where you are ordinarily and lawfully resident.

#### **Module Start date**

This means the date on which teaching of a short course officially begins.

#### Non-compulsory Residential School experience

This means a short face-to-face practical session, usually spanning several days to a week, that offers some additional learning that some students may find beneficial. These are usually offered to students studying specific Science modules to offer practical experience in a laboratory or field.

### Non-credit bearing

This means a short course that does not carry any academic credit that can be counted towards a qualification. Non-credit bearing modules 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.

### Registration

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

#### Us/We/Our

This refers to The Open University.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

## **Further clarification**

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

### **Student Support Team**

The Open University

PO Box 197

Milton Keynes

MK7 6BJ

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

Phone +44 (0)300 303 5303

### The Open University in Wales

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 +44 (0)29 2047 1170 neu ebost wales-support@open.ac.uk

### **Students living in Wales:**

You can speak to a student support advisor in Welsh.

Phone 44 (0)29 2047 1170

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# For more information or support in disclosing restrictions or criminal convictions:

Students in Secure Environments (SiSE) Support Team

The Open University

Hammerwood Gate

Kents Hill

Milton Keynes

MK7 6BY

Phone +44 (0)1908 654053

Email SiSE-Support-Services@open.ac.uk

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

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

### **Alternative format**

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

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021

# **Appendix**

### Ap 1. Disclosure of legal restrictions and conditions

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

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

- Offences listed in the Sex Offences Act 2003 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
- ii. Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm, or offences which resulted in actual bodily harm;
- iii. Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
- iv. The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
- v. Offences involving, weapons, firearms, crossbows and knives;
- vi. Offences involving arson;
- vii. Fraud.

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

Ap 2.1 The Open University will regard a failure to disclose as a very serious matter and may decide to take further action under the <u>Code of Practice for Student Discipline</u>.

### Ap 3. Data protection

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

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2020	Date for review: March 2021