



# Conditions of Registration 2021/22

(Short Courses)

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## 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 [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a Student of The Open University.

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### Summary of significant changes since last version

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

- a) Additional definitions added to the Scope section to determine whether a student is studying a fixed-start short course, or flexible-start short course. Students are directed to the Glossary for a full description, and asked to contact Student Recruitment if unsure.
- b) Additional paragraph added to the Scope section to note that the Conditions document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements.
- c) Vocational learners added to the out of scope section.
- d) Amendment to The Open University Student Charter section to reference the Student Charter Values which were launched in 2020.
- e) Amendments to paragraph 1 of the Summary of Main Terms to clarify a students’ right to cancel and fee liability according to whether the short course has a fixed or flexible start date.
- f) Rewording of paragraphs A2.1 and Ap1.1 to provide clarification that students who have a criminal conviction, are not required to disclose this in order to study at The Open University.
- g) Amendment to paragraph A3.2 which currently reference the Equality Act (2010), to account for other statutory duties and obligations.

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- h) Amendments to paragraph B1.1 to clarify whether the short course has a fixed or flexible start date.
- i) Rewording of paragraph B1.2 to provide clarification.
- j) Addition of new paragraph B1.4 regarding the accessibility of digital services dependent on geographical location, and that access may be restricted or not be permissible without use of a VPN (Virtual Private Network).
- k) Addition of new paragraph B1.5 regarding the student responsibility to ensure VPN provider compatibility with the geographical location required.
- l) Addition of new paragraph B1.6 regarding eligibility for refund because of VPN sign-in restrictions within your place of residency.
- m) Addition of new paragraph B1.7 regarding your responsibility to make use of VPN providers within your place of residency.
- n) Addition of new paragraph B1.8 regarding non provision of a refund for any technical issues arising with VPN use.
- o) Addition of new paragraph B1.9 regarding travelling or choice to study in a particular location, and your responsibility to arrange access via suitable VPN provider or download materials in advance.
- p) Additional information and paragraphs added into Section B3 to describe the differences in assessment submission between whether a student is studying a fixed-start short course, or flexible-start short course. Students are directed to the Glossary for a full description, and asked to contact Student Recruitment if unsure.
- q) Removal of reference to short course KG006 “Membership Portfolio Assessment” in paragraph B3.1 (now B3.2).
- r) Additional clarification added into B4.1.1 to specify that the course website will open approximately 3 weeks before the start of the course.
- s) Section C has been amended to clarify the right to cancel and fee liability according to whether the short course has a fixed or flexible start date:
  - a. Rewording of paragraph C1.2 to provide clarification.
  - b. New Section C2: “Procedure for cancelling your registration”.

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- c. Section C2.1 (was C1.4.1 “Withdrawing your application before you are registered”) has been revised to align with the cancellation period, and the title now refers to ‘cancelling’.
  - d. Section C2.2 (was C1.4.2 “Withdrawing from your course within 14 calendar days of registration”) has been revised to account for differences between courses with flexible and fixed start dates. The title has been changed to “Cancelling” to align with the cancellation period.
  - e. Section C2.3 (was C1.4.3 “Withdrawing from your course after your right to cancel has come to an end”) has been revised to account for differences between courses with flexible and fixed start dates. The title has been changed to “Withdrawing from your course more than 14 calendar days after registration”.
- t) Subsequent renumbering of clauses within the Section.
  - u) Addition of new paragraph C3.1e regarding the Open University’s right to cancel registration if we are unable to deliver the services required to your geographical location, or we find that the course is not available for study within the country in which you are resident.
  - v) Additional reference to C2 “Procedure for cancelling your registration”, added into paragraph D2.
  - w) Addition of new Section K: Fitness to Study to explain that registration to study with The Open University required you to agree to engage with the [Fitness to Study Policy](#) if requested by The Open University.
    - a. Related amendment to paragraph C3.1 d) to add that The Open University may cancel your registration or enrolment at any time “due to a voluntary or imposed study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#).”
  - x) New Glossary definitions added to describe Cancellation Period, Case Conference Panel, Course Start Date, Fixed Start Date, Flexible Start Date, Withdrawal Period. Removal of definition ‘Module Start Date’.
  - y) Additional wording added to the Further Clarification section to state that the most up-to-date response times for receiving and sending postal correspondence are available on the OU Offices webpage.

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- z) Additional contact details added into the Further Clarification section for Scotland, North Ireland and Republic of Ireland, and students from outside the UK (except for Republic of Ireland).
- aa) Additional clarification to paragraph Ap2.1 to explain that disclosure in this Clause relates to any legal restrictions and conditions that you are currently subject to or become subject to during the course of study.
- bb) (May 2021): Addition of new paragraph D1.4 to reflect additional fees. New sentence to explain that there may be additional postage costs (such as VAT and customs charges) for short course materials sent to an address in Continental Europe.

## Conditions of Registration superseded by this document

This document replaces the previous version of [Conditions of Registration \(Short Courses\) 2020/21](#).

### 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.

You are studying a short-course with a fixed start date if you have registered on a course with a set course start date, and can only begin studying at the fixed start date. For a full definition of this type of course, please see the [Glossary](#). If you are unsure of which course you are studying, please contact [Student Recruitment](#).

You are studying a short course with a flexible start date if for your particular chosen course you can choose to register and begin your course any time within the first 12 months of the course presentation. You can begin studying from the date that your registration is accepted. For a full definition of this type of course, please see the [Glossary](#). If you are unsure of which course you are studying, please contact [Student Recruitment](#).

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.

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## 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 [Conditions of Registration](#).
- b) Those studying a Microcredential. Please refer to the [Terms and Conditions \(Microcredentials\)](#).
- c) Those studying through an Apprenticeship Programme. Please refer to the [Conditions of Registration \(Apprentices\)](#).
- d) Non-compulsory Residential School experiences.
- e) Postgraduate Research Students (PGR programmes).
- f) Those studying a Vocational Qualification. Please refer to the [Conditions of Registration \(Vocational Qualifications\)](#).

## 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](#)

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### Information and guidance:

- [Fitness to Study](#)
- [Student Computing Policy](#)
- [Social Media Policy](#)
- [Student Protection Plan](#)
- [Student Privacy Notice](#)

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## 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.
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.
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.

## 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 [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a Student of The Open University.

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

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

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Should any details in the Registration Agreement be incorrect:

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

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

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

1. This is a legally binding agreement between you and The Open University, to study an Open University 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) Where your short course has a flexible start date (i.e. you are able to register and start at any time within the first 12 months of course presentation), 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** and that you understand you will not receive a refund or a waiver of any fees you are liable to pay.
  - c) If your course has a fixed start date and you withdraw your registration more than 14 calendar days after the date of the letter or email confirming your agreement to register, and after the module's start date, you will remain liable to pay fees.
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](#).

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3. We will use your personal information to maintain your Student record, to provide support for your studies and for other facilities. Please see the [Student Privacy Notice](#) for more information. We will only share your information with others in accordance with our [Student Privacy Notice](#).
4. We will provide you with the 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.
  - 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.
10. You will be given an Open University computing account, which you must use responsibly and in accordance with the [Student Computing Policy](#).
11. You must provide us with your contact details and keep them up to date.
12. We will communicate with you by email, through [StudentHome](#) and other Open University websites. It is your responsibility to check for messages regularly.

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## **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.

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

- A2.1 If you have a criminal conviction, you are not required to disclose this in order 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.

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- 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 [Appendix](#), our [Supporting Students in Secure Environments](#) web pages or contact [Community Support, Students in Secure Environments](#).

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

- A3.1 The Open University may impose conditions or vary the terms on which you study and/or access services and facilities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of Students, staff, contractors and members of the public.
- A3.2 Conditions may be imposed or terms may be varied by The Open University in order to meet its duties with respect to the safeguarding of young persons or vulnerable and protected adults, or in order to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the [Safeguarding Policy](#) and Section 16), 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).

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A3.4 In order to fulfil The Open University’s Prevent duty (in line with [The Open University Prevent Principles](#) and Section 17), 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.

## 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 (for short courses with a flexible start date), or when you reach the start date of your short course (for short courses with a fixed start date), where applicable. If you are unsure which type of short course you are registering for, please contact [Student Recruitment](#).

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 of the following:

- a) you have read and agreed to these Conditions;
- b) if applicable, you disclose any legal restrictions or conditions under [Section A2](#) above;
- c) you have met any additional conditions applied to your study under [Section A3](#) “Additional conditions to comply with statutory responsibilities” above;
- d) you have not been suspended or excluded from participating in study or expelled from The Open University;
- 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.

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- B1.4 The following Condition only applies to individuals planning to study 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 study materials and learning events via various digital services. To obtain these, you will need to sign in to your student account. In the majority of cases, the ability to sign in to your student account and use all digital services will be fully accessible. However, in a small number of geographical locations (please see The Open University guidance [“Help with signing in to OU systems”](#)), access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying with The Open University from outside the UK and Ireland, please see The Open University guidance [“Help with signing in to OU systems”](#) for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact your [Student Support Team](#).
- B1.5 The Open University is not responsible for which VPN provider you opt to use to sign in to your student account. 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 you are aware of any legal requirements or restrictions in the location you choose to study in when using VPN to access your studies.
- B1.6 If you are unable to access your course 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 your [Student Support Team](#).
- B1.7 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 your [Student Support Team](#).
- B1.8 A refund will not be provided in the event of any technical issues that may arise with your VPN.
- B1.9 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study 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 your [Student Support Team](#).

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## **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.
- 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 (excluding 'Digital Photography', TG089 – see B4 below)**

- B3.1 Submission dates for your short course will vary depending on whether you are studying a short course with a fixed start date, or flexible start date. For further details, see the [Glossary](#), or if you are unsure which type of short course you are registered for, please contact [Student Recruitment](#).
- B3.2 a) If your course has flexible start dates and it contains a formal assessment (for example a Work Based Activity), you will be notified of the final submission date for any assessments for your course. This will be a minimum of 6 months from the date of your registration. You must have completed the learning and assessment activities before this final submission date to receive a certificate of completion for 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.

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- b) If your course has flexible start dates and 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.
- c) For fixed start date courses, there is no formal assessment (with the exception of TG089, see Section B4).

B3.3 For both fixed start and flexible start date courses, 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 either a statement of participation, a certificate of completion or a digital badge.

## **B4. Submission dates for assessment**

### **B4.1 'Digital Photography', TG089**

B4.1.1 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, which will be approximately 3 weeks before the start of the course.

## **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 by 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, make sure you obtain proof of posting to confirm the date that you sent it to The Open University.

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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 [Student Support Team](#). This information is also highlighted in the confirmation of your registration or enrolment for study at The Open University.

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## C2. Procedure for cancelling your registration

Cancellation procedures for your short course will vary depending on whether you are studying a short course with a fixed start date, or flexible start date. For further details, see the [Glossary](#), or if you are unsure which type of short course you are registered for, please contact [Student Recruitment](#).

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

### C2.1 Cancelling your application before you are registered

- a) If you want to cancel 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.

### C2.2 Cancelling 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) Where your short course has a flexible start date (i.e. you are able to register and start at any time within the first 12 months of the course presentation), 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 your right to cancel will be lost if you access them.**

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- c) Where your course has a fixed start date, cancellation of your course can only happen within your statutory 14-day right to cancel period.
- d) To cancel your registration, you must inform The Open University of your decision by letter, email or telephone before the 14-day statutory cancellation period has expired. The statement must include your name, your Open University Personal Identifier (PI) Number, and the course name and codes, for the 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.
- e) 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 [Student Support Team](#). This information is also highlighted in the confirmation of your registration or enrolment for study at The Open University.

### **C2.3 Withdrawing from your course more than 14 calendar days after registration**

- 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 or a waiver of any fees you are liable to pay unless your course has a fixed start date and clauses C2.3b-e apply.
- b) If your course has a fixed start date and you cancel your course either during the period outlined in Section C2.2a above, or withdraw from your course more than 14 days after the date of confirmation of your registration but before the Course Start Date, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the course(s) you have cancelled.
- c) Refunds on a third-party payment result in a refund to the third party.
- d) To withdraw from a module as per clause C2.3b, you must inform your [Student Support Team](#) by telephone, letter or email, stating that you would like to withdraw. Withdrawal can only take place after the end of the cancellation period, and before the Course Start Date.
- e) Retain proof of postage to confirm your withdrawal request, if it was sent by post. Once The Open University has processed your withdrawal, it will confirm this in writing, by letter or email, within 10 working days. If you have not heard from The Open University by then, contact your [Student Support Team](#).

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C2.4 If you cancel or withdraw from 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.

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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:

- 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 [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 referred to in it);
- d) you are excluded from study as a result of a breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study; or due to a voluntary or imposed study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#);
- 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.

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

C3.2 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.

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## **C4. Our right to make changes**

### **C4.1 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.

### **C4.2 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.

### **C4.3 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.

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#### **C4.4 Changes to short courses**

- C4.4.1 The Open University will not normally make changes to a course for Students who are enrolled or registered on that course.
- C4.4.2 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.
- C4.4.3 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.
- C4.4.4 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 [Student Support Team](#) 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.

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D1.4 There may be extra costs in addition to the tuition fee, such as a laptop, internet access, and additional postage costs for short course materials sent to addresses outside of the UK. If you have requested your study materials to be delivered to an address in Continental Europe, you may be required to cover additional postal costs (such as VAT and customs charges) in order to receive your physical study materials. If you are on a low income you might be eligible for help with some of these costs after you start studying. Please contact your Student Support Team for further information.

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## **D2. Refund of fees**

Except where you have a right to cancel your course registration as referred to in Sections C1 “Cancelling your registration” and C2 “Procedure for 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.

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## **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 [Student Debt Policy](#).

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#### **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 [Student Debt Policy](#).
- 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 [Student Debt Policy](#).
  - 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 C3: 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.

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## 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 [StudentHome](#) website.
- E2 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 [Student Privacy Notice](#). 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.
- E3 We use the information that we hold in our records to process your registration, to keep in touch with you, to support you in your studies and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, 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 C3.1(a). Details of how you may change any of your personal information are set out on [StudentHome](#). We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on [StudentHome](#).

## Section F: Complaints and Appeals

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

## Section G: Student discipline

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

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

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### 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](mailto:OU-computing-helpdesk@open.ac.uk) if you think that there has been any loss of security on your Open University computing 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.

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### 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 (OUCU) 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.

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## **12. By email**

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

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## **13. 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 that may not be provided by any other media. It is your responsibility to check [StudentHome](#) regularly.

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## **14. 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.

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## **15. Recording telephone calls**

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

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## **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 [Safeguarding Policy](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

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## **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 [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).

## **Section J: Using library facilities**

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

## **Section K: 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.

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## Glossary of terms

### **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").

### **Case Conference Panel**

In addition to you and any Advocate nominated by you, this panel will comprise academic and student support staff (including disability support specialists where appropriate), appropriate to the nation in which you are studying. For Postgraduate Research Students, the Panel will include a member of the Research Degrees team.

### **Course Start date**

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

### **Enrolment**

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

### **Fixed Start Date**

For a fixed start date short course you will register on a set start date and can only begin studying on the fixed course start date. Courses range from 10 weeks to 18 weeks in length.

There is no formal assessment (with the exception of TG089). In order to complete a fixed start date course, there will be various interactive activities, exercises and quizzes that you need to undertake and pass, as indicated on your course website.

For TG089, you must submit the end of module assessment (EMA) using the eTMA system before the final submission date which is indicated on your course website.

If you are unsure which type of short course you are registered for, please contact [Student Recruitment](#).

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## **Flexible Start Date**

For a flexible short course start date, you can choose to register and begin your course any time within the first 12 months of the course presentation. You can begin studying from the date your registration is accepted.

Depending on when you register, you will have a minimum of 6 months, and a maximum of 18 months, to complete any end of course assessment, interactive activities, exercises and quizzes on a flexible start date short course.

Where your course has an End of course assessment, you must submit the assessment before the final submission date which is indicated on your course website, and usually 20 days before the course end date.

If you are unsure which type of short course you are registered for, please contact [Student Recruitment](#).

## **Home Address**

This means where you are ordinarily and lawfully resident.

## **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 find beneficial. These are usually offered to Students studying specific STEM 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 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.

## **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.

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## Us/We/Our

This refers to The Open University.

## Withdrawal period

The withdrawal period refers to withdrawal from a course after the cancellation period and more than 14 days after the date of confirmation of your registration:

- a) If your short course has a flexible start date and you withdraw from your 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.
- b) If your short course has a fixed start date and you withdraw from your course after your right to cancel has come to an end (“the Cancellation Period”), but before the Course Start Date, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the course(s) you have cancelled.

## Further clarification

To check the latest postal address and other contact details, or if you would like to find out more about our most up-to-date response times for receiving and sending postal correspondence to The Open University, please see [OU Offices](#).

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

Phone +44 (0)300 303 5303

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## **The Open University in Wales**

If you are resident in Wales, you can speak to a student support advisor in Welsh or English.

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

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

I siaradwyr Cymraeg

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

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

## **The Open University in Scotland**

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

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

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

110 Victoria Street

Belfast

Northern Ireland

BT1 3GN

Phone +44 (0)28 9032 3718

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

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

Phone +44 300 303 0266

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

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

## **For more information 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](mailto: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 [SPR-Policy-Team@open.ac.uk](mailto:SPR-Policy-Team@open.ac.uk).

## **Alternative format**

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

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 If you have a criminal conviction, you are not required to disclose this in order to study at the Open University. However, Students who are currently, or become subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community.

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

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

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

Ap 2.1 The Open University will regard a failure to disclose 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](#).

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

Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with The Open University's [Student Privacy Notice](#).

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.

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