



Conditions of Registration (Short Courses)

2018/2019

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

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Summary of Conditions

The 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 us. They refer to other policies and procedures, to the Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of The 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) Amendments to reflect changes in data protection legislation.
- b) Clarification provided around submission dates for assessments and course end dates.
- c) Significant changes to headings/structure/numbering formats to make document simpler to read and navigate.
- d) “The Open University’s right to cancel” section moved to new cancellation section.

Conditions of Registration superseded by this document

This document replaces the previous version of [Terms and Conditions \(Short Courses\) 2017/18](#).

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 groups of students:

- a) Undergraduate or Postgraduate students studying modules that are credit bearing and/or can be counted towards a qualification
- b) Those studying through an Apprenticeship Programme
- c) Non-compulsory Residential School experiences
- d) Research Degree students.

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Students studying towards an Undergraduate or Postgraduate qualification or who are studying credit bearing modules should refer to the [Conditions of Registration 2018/19](#).

Related Documentation

Refer to the following documentation in conjunction with this document:

- [Changing Your Study Plans Policy](#)
- [Student Privacy Notice](#)
- [Student Complaints and Appeals Procedure](#)
- [Code of Practice for Student Discipline](#)
- [Student Computing Policy](#)

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

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.

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between us. They refer to policies and procedures, to Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of The Open University.

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

Should any details in the Registration Agreement be incorrect:

- If you are registering online you can go back and change them;
- If you are registering by telephone please ensure that our advisor is given the correct details and has confirmed them to you;

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- 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.

Section A: Your agreement to register as a student

A1. The terms of the agreement

When The Open University formally accepts in writing (by letter or email) your application to register to study with The Open University, we are entering into a legal agreement with each other. These Conditions contain the terms of the agreement between us. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of each of us which will apply while you are a registered student.

A2. Entire agreement

Subject to paragraph A3 “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.

A3. Additional conditions

The Open University may impose conditions on your study and/or your access to services and facilities, or vary the terms on which you study, notwithstanding anything in these Conditions or the rules, regulations, policies and procedures 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, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

A4. Application of English law

These Conditions, the Registration Agreement, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

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Section B: Registering for and studying a course

B1. Registration

- B1.1 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:
- you have read and agreed to these Conditions; and
 - you have met any additional conditions applied to your study under [Section A3](#) “Additional conditions” above; and
 - you have not been suspended or excluded from participating in study or expelled from The Open University; and
 - you are not resident in the UK on a student visa where The Open University is the sponsor; and
 - the course is available for study in the country in which you are resident; and
 - you have paid the relevant fee or provided an approved payment method.
- B1.2 Your registration will take effect when The Open University confirms formally (by letter or by email) that they 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.
-

B2. Learning materials and course resources

- B2.1 When you have satisfied the conditions in section B1.1, 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 and course end dates

- 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

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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 beyond the final submission date and will be shown on StudentHome.

Section C: Changing or cancelling your course

C1. Cancelling before you have completed your application

If you wish to withdraw your application before you have completed your registration 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 it. Please [contact us](#) and we will cancel your application.

C2. Your right to cancel your registration

- C2.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module and/or qualification, without giving any reason, within 14 calendar days of the date of the email or letter confirming the Open University's acceptance of your application to register ("the Cancellation Period"). 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.
- C2.2 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 at that time and acknowledging that your right to cancel will be lost if you access them.
- C2.3 To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in the [Changing Your Study Plans Policy](#).
- C2.4 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.
- C2.5 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.

C3. The Open University's right to cancel your registration

- C3.1 The Open University may cancel your registration at any time if:
- we find that you have given us information which is false or misleading;
 - you fail to pay your tuition fees as set out in [Section D](#) "Agreement to pay fees" below;
 - you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);

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- 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.

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 module 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.

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

The Open University may suspend or cancel registrations and enrolments for a module where it is unable to guarantee academic standards at the start date of the module:

- where either too few or too many students have registered or enrolled for the module to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the module; or
- there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that The Open University is unable to resolve before the module starts.

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, 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 Modules

- C4.4.1 The University will not normally make changes to a module for students who are enrolled or registered on that module.
- C4.4.2 A change to a module on which you are enrolled or registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.
- C4.4.3 Where a change is made to a module on which you are enrolled or registered you will be given as much notice as possible of the change and, if there is any detriment to you as a result of the change, the opportunity to withdraw from that module without penalty.
- C4.4.4 Modules 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 fee you agree to pay is shown in the Registration Agreement or registration confirmation.
- 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.

D2. Refund of fees

Except where you have a right to cancel your course registration as referred to in [Section C2](#) “Your right to cancel your registration” above, 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

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of cancellation having secured an agreed payment method or if you provide payment by a different method.

- D3.3 If 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.
- D3.4 If you are in debt to us for your fees, you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment, which we have accepted, and you settle or make arrangements with The Open University to settle the debt.
- D3.5 If you are in debt to The Open University for your fees, we will:
- 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;
 - 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.
- D3.6 If The Open University continues, at its discretion, to provide tuition, facilities or services or allows further registration or enrolment to students who are in debt to us, we reserve the right to take the actions shown above at a later date.

Section E: Your personal information

E1.

The personal information which The Open University has collected and holds about you in our records is shown in the profile section of your [StudentHome](#). Information about how you may change any of your personal information, including details of when evidence of changes is required and what will be accepted, are set out here.

E2.

The personal information that you have supplied to us 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.

The information that is held in our records is used to process your registration, to keep in touch with you, 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 The Open University of any changes or errors. You must

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notify The Open University within a reasonable time if you change your name, your Home Address, or any of your contact details.

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

When you register to study with The Open University you agree to be bound by our [Code of Practice for Student Discipline](#). 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: Your Open University computing account

H1. Provision of an 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](#).

H2. Keeping your account secure

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.

If you do not do so, 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.

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Section I: How we will communicate with you

I1. Your email address

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

I2. Communicating with you by email

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

I3. Communicating with you through 'StudentHome'

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

I4. Communicating with you 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

The Open University 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.

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.

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Glossary of terms

Enrolment

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

Home Address

Is where you are ordinarily and lawfully resident.

Module Start date

Is the date on which teaching of a module officially begins. There may be communication or access to learning facilities before this date. You will be informed of the Module Start Date when you enrol on a module.

Non-compulsory Residential School experience

Is a short face-to-face practical session, usually spanning over 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.

Non-credit bearing

Refers to a module 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.

Registration Agreement

Is the process by which you become a student of The Open University. Subject to these Conditions you may register for a module.

Us

Refers to The Open University.

Further clarification

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

Student Recruitment
The Open University
PO Box 197
Milton Keynes
MK7 6BJ

www.open.ac.uk/contact

Phone +44 (0) 300 303 5303

Fax +44 (0)1908 654914

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If you have any comments about this policy document and how it might be improved, please submit these to APG-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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