

Conditions of Registration

2024/25

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Alternative format of these Conditions of Registration

If you require this document in an alternative format, please contact the Student Support Team via http://www.open.ac.uk/contact/ (phone +44 (0)300 303 5303), or via StudentHome if you are a current Open University Student.

Scope

These Conditions apply to students who register with The Open University for undergraduate and taught postgraduate modules and qualifications.

They apply to your study of modules that start in the academic year 2024/25 (which runs from 1 August 2024 to 31 July 2025) and to any qualification that these modules may be studied towards.

If you are studying a module that started before 1 August 2024 or is due to start after 31 July, 2025 you should refer to the <u>Conditions of Registration</u> for the relevant academic year.

Students studying The Open University's Pre-Registration Nursing programme, The Open University's Social Work programme, or the PGCE in Wales should read these Conditions alongside their respective Supplementary Agreement:

- Conditions of Registration: Supplementary Agreement (Nursing)
- Conditions of Registration: Supplementary Agreement (Social Work)
- Conditions of Registration: Supplementary Agreement for PGCE Students
 Postgraduate Certificate in Education (Wales)

If you are a student in a Secure Environment, you should also refer to <u>Appendix 1: Additional</u> conditions for Students who are in Secure Environments.

All other Students and Learners not covered by these Conditions should refer to the <u>Student Policies and Regulations website</u> to access the Conditions of Registration or Terms and Conditions that apply to them. If you need any help, please <u>contact us.</u>

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Introduction

These Conditions of Registration (the Conditions) and the Registration Agreement set out the terms of the agreement between you and The Open University, to study an Open University module or qualification. They refer to relevant Open University policies, procedures, regulations, and codes of practice, which are listed in the Related Documentation section below. Together, these documents explain your rights and obligations as a Student of The Open University.

It is important that you understand the commitment you are making, so please read the Conditions and all other documents carefully. Please also check your Registration Agreement before you submit it to make sure all details are correct.

If there is anything in these Conditions, the Registration Agreement, or any of the documents referred to that you do not understand or wish to discuss, please <u>contact us</u> before you complete your registration.

A <u>Glossary</u> is included to explain any terms that may be unfamiliar to you. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Student.

These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or 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.

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Related documentation

By agreeing to these Conditions, it is assumed that you have read, understood, and agree to comply with the documents listed below which guide and govern your studies with The Open University. We have highlighted key messages from the documents at appropriate points throughout these Conditions. If you have any questions or if there is anything you do not understand, please contact us.

A full list of our policies can be found on the Student Policies and Regulations website.

Documents that govern your study:

- Academic Conduct Policy
- Academic Regulations (Taught Courses)
- Code of Practice for Student Discipline
- <u>Fee Rules (Undergraduate)</u>
- Fee Rules (Taught Postgraduate)
- Fitness to Study Policy
- Fitness to Practise Procedure
- Student Complaints and Appeals Procedure
- Student Debt Policy

Information and guidance:

- Changing Your Study Plans Policy
- Policy for the admission of applicants under the age of 18
- Procedure for supporting students subject to legal licence, restriction, condition or orders.
- Retention of Student Data and Records
- Safeguarding Policy Protecting children and vulnerable adults

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- Social Media Policy
- Student Computing Policy
- Student Privacy Notice
- Student Protection Plan

The Open University Student Charter Values

<u>The Student Charter</u> was developed in partnership by The Open University and the Open University Students Association (OUSA). It sets out our shared values and the commitments we make to each other as a community of students and staff. This document has been developed with the Student Charter values as its foundation.

Section A: Your agreement to register as a Student

A1. The terms of the agreement

You are entering into a legal agreement with The Open University when we formally accept in writing (by letter or email) your application to register to study with us.

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.

a) If you are registering for a qualification to which <u>vocational requirements</u> apply, you may also be required to enter into a supplementary agreement with The Open University. Any such agreement will form part of these Conditions and must be read in conjunction with them. In some circumstances, you will also be required to enter into a separate agreement with an employer, placement provider, professional body, or other relevant third party.

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- b) If you are registering for a qualification or module offered under a partnership agreement between The Open University and another educational institution (your 'Local Education Centre'), some of the services and facilities provided to you under this agreement may be provided to you by the Local Education Centre on behalf of The Open University and not all services or facilities may be available. The fee arrangements may also vary, but you will be told separately about the specific arrangements that will apply to you. You may also be required to enter into a supplementary agreement with The Open University and/or the Local Education Centre. Any such agreement will form part of these Conditions and must be read in conjunction with them.
- c) If you will be under the age of 18 on the start date of any module for which you are enrolling or registering, you will only be accepted as a Student in accordance with the Policy for the admission of applicants under the age of 18. Your registration or enrolment will be subject to any specific arrangements that were considered when granting you permission to study and to any additional terms or conditions required under Section A3 below.

Please note Clause A1c) does not apply to Students studying a PGCE qualification in Wales or who are on a Degree Holder Entry Programme (DHEP) as these programmes do not accept anyone under the age of 18.

- d) If at any time, any Open University employees or agents have said (verbally or in writing) anything inconsistent with these Conditions, the Conditions of Registration will take priority unless formally agreed in writing by The Open University.
- e) The Open University Senate may change rules, regulations, policies, and procedures in the circumstances set out in the <u>Academic Regulations (Taught Courses)</u>. The Senate gives reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in Section B of the <u>Academic Regulations (Taught Courses)</u> and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.

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- f) It is your responsibility to ensure that the qualification or module you are registering to study is recognised by the appropriate professional body or employer and/or country in which you intend to use that study. It is also your responsibility to ensure that qualifications that are studied by distance learning are also recognised by the appropriate professional body or employer and/or country in which you intend to use that study.
- g) These Conditions, the Registration Agreement, any supplementary 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. All disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

A2. Requirement to disclose criminal convictions, legal restrictions, and conditions

You are required to disclose any relevant, unspent criminal convictions when you register to study with The Open University or at any point that you become subject to a criminal conviction during your studies. For more information on what this includes, how to tell us, how this may affect your studies, and how to access help or advice, please see Section K.

A3. Complying with statutory responsibilities

A3.1 Health and Safety

The Open University has a duty to protect the health and safety of our Students, staff, contractors, and members of the public. This includes statutory duties and obligations to safeguard young persons or vulnerable and protected adults, to comply with our obligations under the Equality Act 2010 in England, Scotland, and Wales; Section 75 of the Northern Ireland Act 1988 for Northern Ireland; or any other statutory duty or obligation. We may impose conditions or vary the terms on which you study and/or access services and facilities if we consider it reasonably necessary to do so to comply with these duties and obligations.

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A3.2 Safeguarding duty

In order to fulfil our Safeguarding duty (in line with The Open University <u>Safeguarding Policy</u>), 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).

A3.3 Prevent duty

In order to fulfil our Prevent duty (in line with <u>The Open University Prevent Principles</u>), Open University employees 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. Relevant information can be shared with our Prevent team or external parties for example the Police and Channel (a programme that supports people who are vulnerable to radicalisation).

A4. Registration

- A4.1 The Registration Agreement will come into effect when we formally confirm in writing (by letter or email) that we have accepted your application to register as a Student of The Open University. Your application to register is subject to you satisfying us of the following:
 - a) you have read, understood and agreed to these Conditions. If you do not understand this document or wish to discuss information presented within it, please contact your Student Support Team (SST);
 - b) you have met the general requirements for registration set out in the Academic Regulations (Taught Courses);
 - c) you have met any specific requirements for registration or enrolment for any module as set out in the Academic Regulations (Taught Courses);
 - d) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification;
 - e) if applicable, you have entered into a supplementary agreement as required under Clause A1a) or A1b) above;
 - f) if applicable, you have disclosed any legal restrictions or conditions under Section A2 above;

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- g) you have paid the relevant fee or provided an approved payment method (see Section B1.2 for a list of approved payment methods);
- h) unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident;
- i) you have met any additional residence requirements or provided required evidence as detailed within Section A5; and
- j) if you are under 18, you are accepted to study under the <u>Policy for the</u> admission of applicants under the age of 18.

A5. Residence requirements

- A5.1 The Open University is only able to sponsor a Student visa for research degree Students. This means that we are unable to sponsor your Student visa if you register to study an undergraduate or postgraduate taught module or qualification.
- A5.2 If you are currently resident in the UK on a standard visitor visa (excluding asylum seekers) which permits you to study with us whilst you are resident in the UK, but which only allows a stay in the UK for up to six months, you will only be eligible to:
 - a) register on a qualification that is available for study in the country in which you are ordinarily resident;
 - b) register or enrol on a module that is available for standalone study within the UK, if you will be resident in the UK when the module starts and for at least half of the duration of the module;

If you do not meet these criteria, we reserve the right not to allow you to register until you return to your permanent country of residence.

A5.3 If you are currently resident in the UK on a visa other than a standard visitor visa or an Application Registration Card (ARC), or are an asylum seeker who is still awaiting the outcome of your application, and your visa is due to expire within the next 12 months, we may restrict your registration or enrolment to modules studied on a standalone basis or towards a qualification at a lower level than you originally intended until you have secured a visa that meets our requirements. If you have not previously studied with The Open University, or your visa does not allow study in the UK, we reserve the right to only allow you to register once you have secured a visa that meets our requirements.

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- A5.4 This clause applies to you if you are an asylum seeker with permission to study in the UK, but you have restrictions on the length of your stay in the UK or are still awaiting the outcome of your asylum application (including those on an Application Registration Card (ARC)). In these circumstances, we may need to restrict your registration or enrolment to standalone modules or to a qualification at a lower level than you had intended, until you have a visa that meets our requirements. If you have not studied with The Open University before or are moving to a new qualification and are still awaiting the outcome of your asylum application (including those with an ARC), we reserve the right not to allow you to register until your asylum seeker status or visa meets our requirements.
- A5.5 If you are currently resident in the UK on a visa which allows you to study in the UK and you meet the requirements in A5.3 above, or you are an asylum seeker with restrictions on the length of your stay within the UK and you meet the requirements in A5.4 above, you may be required to supply additional evidence, as required by UK Visas and Immigration (UKVI) before you can study certain subjects. The Open University is required to ensure that all Students studying with us have permission to do so. This means that you may be required to submit additional evidence to verify your status in the UK. If you are unable to provide evidence that verifies your status, we may be unable to accept your registration on to your chosen module(s),or be unable to permit you to attend face to face study events (where applicable). If you have been allowed to register and you are unable to supply the necessary evidence, your registration may be cancelled, and any fees that have been paid refunded.
- A5.6 If you are not resident in the UK, you may only register or enrol for a module that is available to study in your country of residence. You may only register for or declare a qualification (see <u>Glossary</u> for definition) where there are sufficient modules available (including all compulsory modules) to enable you to complete that qualification. You will need to meet any restrictions imposed on you by the education authorities in the country where you are resident before The Open University can accept your registration on your chosen module or qualification.

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- A5.7 When you register, you must provide your home address. If you live outside the UK, you should only give us your work address or 'care of' (c/o) address if you have been granted exceptional permission by The Open University to do so. This allows us to accurately assess the curriculum available to you, and the fee you are liable to pay as outlined in our Fee Rules. If you are unsure or would like to seek exceptional permission to use a work or (c/o) address, please contact your Student Support
 Team.
- A5.8 If your place of residency is the UK, but you require delivery of your study materials outside the UK, you may need to give an address in the UK for delivery and arrange for the materials to be forwarded at your own cost. If you wish to use a British Forces Post Office address, you will also be required to provide an additional address for delivery of materials; please contact your <u>Student Support Team</u> for details.
- A5.9 The following Condition only applies to individuals planning to study with The Open University when resident (temporarily or permanently) outside of the UK and Republic of Ireland. To be able to engage with your studies, we provide access to study materials and learning events via various digital services. To obtain these, you will need to sign into your student account. In most 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, access may be restricted or only permissible with the use of a VPN (Virtual Private Network). If you are planning on studying with The Open University from outside the UK and Republic of Ireland, please see our 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.
- A5.10 The Open University is not responsible for which VPN provider you opt to use to sign into your student account. It is your responsibility to ensure that 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.
- A5.11 If you are unable to access your module via a VPN because of restrictions in your place of residence, 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.

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- A5.12 If there are VPN providers available in your place of residency (albeit with 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.
- A5.13 A refund will not be provided in the event of any technical issues that may arise with your VPN.
- A5.14 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 by downloading materials before travelling. If you are unsure how this will affect your studies, please contact your Student Support Team.

A6. Personal information

- A6.1 The personal information we have collected from you is shown in the profile section of your StudentHome page (whilst you are a registered and current Open University Student). We also keep records of your contact with us, your academic progress and your participation in learning activities.
- A6.2 When you register to study with The Open University, the personal information you have supplied or that has been created as a result of your study will be used and processed in accordance with the Student Privacy Notice and retained according to our Retention Policy.
- A6.3 It is important that the information we hold in our records is correct because we use it to process your registration, keep in touch with you, support you in your studies, provide services and facilities, and administer funding (including the payment and suspension of grants and loans).
 - It is your responsibility to keep your personal information up to date and to notify us without delay if you change your name, contact details, or the country where you are resident or ordinarily resident. If you do not notify us of any changes or errors to your personal information this may affect your ability to continue studying with us in line with <u>Clause E2.1(a)</u>. Details of how to change any of your personal information, and the evidence we may require to update our records, are set out in the <u>Help Centre</u>.

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- A6.4 If you are awarded any Open University qualification, your certificate will be issued in the name that we hold in our records for you at the point when your qualification is conferred. A certificate will only be amended or reissued in a different name after the date your qualification is conferred if:
 - i) an error was made by The Open University when recording your personal details;
 - ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the Gender Identity Policy and Guidance; or
 - iii) The Open University approves an application for a change of name on public safety grounds.

A7. Our right to make changes

A7.1 The <u>Academic Regulations (Taught Courses)</u> sets out the circumstances in which The Open University may make changes to regulations, rules, curriculum, or qualifications. The Open University <u>Student Protection Plan</u> outlines the reasonable measures we will take to support you to continue studying if changes become necessary or there are circumstances which affect your study. The following paragraphs outline the circumstances in which we may make changes to these terms or to our educational services.

A7.2 Circumstances outside our control

The Open University will take all reasonable steps to provide the educational services that you have registered or enrolled to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, war, terrorist acts, or industrial disputes. Where those or similar circumstances arise, we will minimise disruption as much as possible and wherever practicable, provide you with reasonable alternative arrangements to continue with your studies.

In circumstances where The Open University is impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. The Open University will work with staff and the Unions to seek a resolution to any such disputes.

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A7.3 Maintenance of academic standards

- a) The Open University may suspend or cancel registrations and enrolments for a module if we are unable to guarantee academic standards at the start date of the module:
 - i. in the case of the first presentation of a module where notice has been given during the registration process that the module is under development or subject to accreditation or validation, and we are unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the module starts; or
 - ii. for any other module, there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened for that academic year that requires significant change to maintain the currency or academic standards of the module or the academic reputation of The Open University, that we are not reasonably able to make before it starts; or
 - iii. there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that we are unable to resolve before the module 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.

A7.4 Short-term changes to learning, teaching and assessment arrangements

The Open University may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, lab schools or alternative learning environments and other teaching sessions, assessments or examinations due to an event or circumstance beyond our control including, but not limited to, industrial action, whether on the part of The Open University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. We will try to inform you of any changes as early as possible and provide reasonable alternative arrangements wherever practicable. If The Open University is impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section A7.2.

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A7.5 Changes to Modules

- A7.5.1 The Open University will not normally make changes to a module on which you are enrolled or registered.
- A7.5.2 A change to a module on which you are enrolled or registered will normally only be made if the change is required immediately 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.
- A7.5.3 If a change is made to a module on which you are enrolled or registered, we will give you as much notice as possible of the change. 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.
- A7.5.4 Modules on which Students are not yet enrolled or registered may be changed or withdrawn at short notice.

A7.6 Limiting places available for registration

- A7.6.1 There may be occasions where we need to restrict the number of places available to study a module at a particular start date. This could be for several reasons, such as limited tutor availability or limited availability of study resources.
- A7.6.2 We will endeavour to resolve issues to enable all interested Students to study a module at a particular start date, however where this is not possible, Students may be asked to consider studying an alternative module or at an alternative start date.
- A7.6.3 If the maximum capacity is reached before the <u>Final Enrolment Date</u>, we will administer a waiting list. Places will be allocated to Students on the waiting list as and when they become available, using criteria determined by us, which will be applied on a case-by-case basis at our discretion. We will consider how much study you have left to complete your qualification, alternative module options available to you, and any time limits on completing your qualification. Students on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.

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A7.6.4 If you have been placed on a waiting list, there is no guarantee that you can continue to study modules in your chosen study order, or at your intended study intensity. You will be provided with advice and guidance on options available to you by the Student Support Team.

A7.7 Changes to Qualifications

- A7.7.1 We continually seek to enhance our Students' experience and ensure that our courses remain valid, relevant, and current. The modules that are made available in the future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the start of your qualification. Modules on which Students are not yet registered or enrolled may also be amended in line with any of the circumstances referred to in Clause A7.2.
- A7.7.2 In line with this aim, and in any of the circumstances referred to in <u>Clause A7.2</u>, we may make changes to the structure of our qualifications. These may include the balance between core options and free choice modules, the balance between coursework and examination or other forms of assessment, the order of study and rules for progression through the qualification, or the requirements for attendance at or participation in specified learning activities.
- A7.7.3 Where a qualification needs to be changed, you will be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the <u>teach-out arrangements</u> set out in any notice given. Where this is not possible, the <u>Student Protection Plan will apply</u>.
- A7.7.4 If you are unable to complete your qualification within the notice period, you can obtain advice and guidance to help you move to a similar qualification under the new structure, to a related qualification, or to a qualification under The Open Programme.

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A7.8 Withdrawal of Qualifications

- A7.8.1 The circumstances in which The Open University may withdraw qualifications are set out in Section B of the <u>Academic Regulations (Taught Courses)</u>, "Changes to regulations and curriculum". If we need to withdraw a qualification that you are registered for or have declared the intention to complete, we will give you notice and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required modules. If the withdrawal period is shorter than the qualification time limit, then the withdrawal date will override the qualification time limit.
- A7.8.2 Except in the circumstances set out in A7.9b) below, the minimum notice period you will be given will allow you to complete the qualification at a study intensity of half the full-time equivalent rate assuming you do not defer or fail any module or take a study break.
- A7.8.3 If you have not gained or will not gain sufficient credit to be awarded your qualification by the withdrawal date, you will not be able to complete it. You can obtain advice and guidance from your <u>Student Support Team</u> to help you move to a related qualification, including an equivalent qualification under The Open Programme. You may be able to count your existing credit towards the new qualification, subject to the rules in place at the time.
- A7.8.4 You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are awarded credit as a result of a resit, resubmission or postponement of your final module(s), or a retake at the earliest opportunity (where the module is still in presentation) if your final module does not permit a resit/resubmission opportunity.

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- **A7.9** Qualifications accredited by a Professional, Statutory or Regulatory Body If your qualification is accredited by a professional, statutory, or regulatory body or any other validating or accrediting body, please note that for changes to qualifications (A7.7 above) or withdrawal of qualifications (A7.8 above):
- you will be awarded the qualification with accreditation if you have achieved the required credit.
- b. any notice period The Open University gives you may be reduced to comply with the requirements of the relevant body for the change to be made in a shorter period.
- If accreditation is withdrawn or is not renewed before you complete your studies, The
 Open University will contact you to explain your options, and the <u>Student Protection</u>
 Plan will apply.

A8. Complaints and appeals

- A8.1 The Open University has a <u>Student Complaints and Appeals Procedure</u> which you can use to raise a complaint or appeal. We are a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- A8.2 We also have a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document <u>"Welsh Language Standards Dealing with Complaints and Comments"</u>. A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

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Section B: Your fees

Please note: This section does not apply to students studying a PGCE qualification in Wales, who should instead refer to Section 4 of the PGCE Supplementary Agreement.

B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a Student with The Open University you agree that you will pay the tuition fees and other charges that are due in respect of your studies. The tuition fee you agree to pay is shown in the Registration Agreement or registration confirmation. By applying to study at The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges that may be due to The Open University in respect of your studies that are not covered by the tuition fees, as set out below. You will be provided with information about those additional charges, when they are due and how they may be paid before you register. If you need more information, please contact your Student Support Team.
- B1.2 Payment of or arrangement to pay your fees must be in place by the <u>Final Enrolment</u>

 <u>Date</u> for your module. The payment methods we accept, depending on personal circumstances and eligibility, are:
 - Credit/Debit Card
 - Government funding (including loans and grants)
 - Sponsorship
 - Third-party payment by credit/debit card
 - Payment in instalments via a loan through Open University Student Budget Accounts Limited (OUSBA)
 - Bank Transfer
 - Personal cheque/Postal Order
 - Enhanced Learning Credits
 - Amazon Career Choice Programme voucher (UK residents only).

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- B1.3 The tuition fee covers all tuition, materials (excluding set books), and assessment for the module(s). Please note that if you are required to purchase set books for your studies, these do not need to be purchased from The Open University. The tuition fee also provides access to services such as the Computing Helpdesk, Library Services, Careers and Employability Services, and Disability Support.
- B1.4 If your module includes a residential school, the tuition fee may not cover the cost of the associated accommodation, meals, travel, or other facilities, unless otherwise stated in the module description in our printed or online prospectus. Appendix 3 to the Fee Rules (Undergraduate Study) explains when this charge will apply, how and when it should be paid, and what will happen if you fail to pay or withdraw your registration on the module.
- B1.5 There may be extra costs in addition to the tuition fee, such as a suitable computer, internet access, travel to tutorials, and additional postage costs incurred for module materials sent to addresses outside of the UK. If you have requested any hard copy study materials to be delivered to an address in the Republic of Ireland, Continental Europe, or outside Europe, you may be required to cover additional postal costs (such as VAT and customs charges). If you are on a low income, you may be eligible for help with some of these study related costs after you start studying. Please contact your Student Support Team for further information.

B2. Your liability for fees

- B2.1 You are normally required to have paid or secured an agreement to pay your fees by a payment method approved by us before we will accept your registration. However, at our discretion, we may accept your registration before your approved payment method has been secured. This will be conditional upon you having taken and/or agreeing to take all reasonable steps to secure that payment method within a reasonable time.
- B2.2 If you are intending to pay part or all of your fees using an Enhanced Learning Credit, you will be personally liable to pay those fees once they have become due even if you have not obtained the Enhanced Learning Credit funding by that date.

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- B2.3 We will only accept Enhanced Learning Credit Claim Authorisation Notes (CAN) where the module fees quoted are for your chosen presentation start date, and the fees for the relevant academic year have been approved by us and displayed on our online prospectus.
- B2.4 If you are paying your fees using a loan via The Open University Student Budget Accounts Limited (OUSBA), you may remain liable to meet scheduled re-payments unless you have cancelled this agreement in circumstances that entitle you to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA Ltd if you need more clarification.
- B2.5 If you are registering to study a qualification, you only become liable to pay fees as you register for each module. If you do not complete or pass all the modules required to achieve a qualification, you will not be entitled to receive any refund of fees you have paid for previously completed modules.

B3. How we calculate your fees

- B3.1 Your fees are calculated in accordance with our <u>Fee Rules</u>, based on the information that you have given us about:
 - i) your intended qualification;
 - ii) your module choice(s);
 - iii) your nationality;
 - iv) whether you are ordinarily resident in the UK, the Republic of Ireland or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland, or Wales.
- P3.2 You must check that this information is correct before you apply to register. If you need to make any changes once a Registration Agreement has been printed or provided as an online document, or if you need any help or advice with your application, do not change the agreement yourself; please contact us instead.

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B3.3 The Open University reserves the right to check any information you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Registration Agreement and the correct fee, if higher. If lower, we will provide a refund or waiver of the difference in fees via your original payment method. These checks may be made at any time, including after you have started studying. We may share data with external agencies to check that the correct fee has been paid, to check allocation of funds and for the detection and prevention of crime. You may find it helpful to read How the OU uses student data.

B4. Failure to pay your fees and charges

- B4.1 If you do not pay your fees or do not provide an approved payment method at the time of registration or enrolment, The Open University will not accept your registration or enrolment unless Clause B2.1 or B2.2 above ("Your liability for fees") applies.
- B4.2 If you are permitted to register or enrol under Clause B2.1 above and you fail to secure an approved payment method within the time we have specified, we may cancel your registration or enrolment even if you have started studying. You will be given notice of our intention to cancel your registration or enrolment and a final opportunity to secure the payment or to pay by a different method. If your registration or enrolment is cancelled under this clause, any part payment of fees you or a sponsor has already made will be refunded, and any grant or loan in respect of part payment of fees will be cancelled.
- B4.3 If you are intending to pay part or all of your fees with a means tested award from a UK funding authority but your award does not cover your fees in full, your registration will only be complete once the fee shortfall has been covered. We will only be able to confirm registration to your funding authority (to allow any maintenance support to be released to you) when your registration is completed.
- B4.4 If we have accepted your registration or enrolment and, for any reason, the payment method we have accepted is cancelled or withdrawn, we may cancel your registration or enrolment even if you have started studying. You will be given notice of our intention to cancel your registration or enrolment and given a final opportunity to secure the payment or to pay by a different method.

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- B4.5 If your registration or enrolment is cancelled under Clause B4.2 or B4.4 above it will be reinstated in the following circumstances:
 - a) if you contact us within 7 calendar days of the cancellation date having secured an agreed payment method or if you provide payment by a different method; or
 - b) at our discretion, if you contact us after 7 calendar days from the cancellation date having secured an agreed payment method, or if you provide payment by a different method, and you agree to accept the potential impact any gap in your studies may have on your academic progress.
- B4.6 If your registration or enrolment is cancelled under Clause B4.2 or B4.4 above, you will remain personally liable to us for all the fees that are due by the date of the cancellation. If you do not pay those fees, you will be in debt to The Open University and we will take action to recover that debt in line with our Student Debt Policy.
- B4.7 If you are required to pay any other charges in connection with your studies (including but not limited to the accommodation charge for a residential school), and you do not pay them when they become due, you may not be provided with the services or facilities to which those charges relate. If at our discretion, they are provided and the charges remain unpaid, you will be in debt to The Open University and we will take action to recover that debt in line with our Student Debt Policy.

B5. Consequences of not paying your fees or additional charges

B5.1 You are responsible for paying your outstanding fees or other charges, including any further fees and other charges that may be due. This includes academic and non-academic debt. We may take all reasonable steps including legal action to recover any fees and other charges which you have not paid, in line with our Student Debt Policy.

We will advise you of any action you can take to limit your liability for further fees and other charges, and we will give you a reasonable opportunity to take that action before any further liability is incurred.

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- B5.2 If you are in debt to us for your tuition fees or other academic charges (academic debt) we may, in addition to Clause B5.1 above:
 - a) cancel your registration or enrolment at any time as detailed in <u>Section E2: The</u>

 <u>Open University's right to cancel your registration or enrolment</u>, and/or
 - b) only permit you to undertake further study with us if you pay the associated tuition fees or other charges in advance or you secure an alternative payment method which we accept, and you settle or make arrangements to settle the debt.
- B5.3 If at our discretion, we continue 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 C: Your module or qualification

There are four subsections in this section, and you should read the one that applies to the way you are studying or the type of qualification you are studying towards. If you need any help, please contact your Student Support Team.

- C1 Students who are studying modules on a standalone basis
- C2 Students who are registering or registered for an undergraduate qualification
- C3 Students who have declared a postgraduate qualification

C1. Students who are studying modules on a standalone basis

C1.1 Who this section applies to

This section applies if you are an undergraduate or postgraduate Student studying a module that you are not currently counting towards any Open University qualification. This is known as a 'standalone module'.

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C1.2 Counting credit towards a qualification

You may be eligible to count credit you have been awarded for a standalone module towards an Open University qualification as set out in the <u>Academic Regulations (Taught Courses)</u>. To do so, you must contact the <u>Student Support Team</u> to either register for, or if eligible, declare a qualification, and link your standalone module credit to this qualification. You may be required to meet qualification entry requirements where applicable before the module credit can be counted towards the qualification.

C1.3 Effect of not registering for or declaring a qualification

If you are studying with the intention of claiming an Open University qualification, but have not yet registered for or declared it:

- a) we do not guarantee to provide you with study opportunities that will enable you to achieve a qualification;
- b) you will not have access to additional facilities and resources that are provided to Students who have registered for or declared a qualification;
- you will not receive specific notice of changes to, and/or withdrawals of, qualifications
 or guidance issued to Students in those circumstances;
- d) you will not be awarded the qualification even if you have been awarded all the required credit. This is because each qualification has rules you need to follow which may include the need to study modules in a certain order and within a certain amount of time (please contact your Student Support Team for further advice).

C2. Students who are registering or are registered for an undergraduate qualification

C2.1. Who this section applies to

This section applies if you are registering or are registered for an undergraduate qualification.

You will be in this category if:

you are an undergraduate Student who first studied with The Open University after 1
 August 2012, and you are studying for a qualification;

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- you first studied before 1 August 2012 and have opted to study towards a qualification that has been introduced since August 2012;
- c) you are studying an <u>Integrated Master's Degree</u>;
- d) you are studying a postgraduate module either as part of an undergraduate qualification that has been introduced since August 2012, or as part of an Integrated Master's Degree.

C2.2 Your registered qualification

- Ayour registered qualification is shown in the Registration Agreement and on StudentHome whilst you are a current Open University Student. We will provide you with the opportunity to enrol for modules for your registered qualification which will enable you to achieve that qualification. We do not however guarantee that any module(s) shown in the published information for your intended qualification will remain available in the future. Section A7.8 outlines how we may make changes to modules.
- b) During the enrolment process, you may be asked to make choices of subjects, modules, or qualifications. Your choices or the previous choices you have made may restrict the modules you can enrol for as you progress through your qualification.

C2.3 Time limits for completing your registered qualification

- a) The Open University may set a time limit for you to complete your registered qualification. If you have not completed your qualification before this time limit expires, your qualification registration will lapse. If this happens, we will maintain your record of study and you may subsequently register on a module or a new qualification, if eligible, by following the rules in place at the time.
- b) If notice has been given that your registered qualification is to be withdrawn, you will need to complete the required study before the withdrawal date to be awarded that qualification. Please see Section A7.8 above and the Academic Regulations (Taught Courses) for more information.

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C3. Students who have declared a postgraduate qualification

C3.1 Who this section applies to

This section applies if you are a postgraduate Student who has formally declared and been accepted to study a postgraduate qualification and have linked the modules you are studying towards it.

C3.2 Your declared postgraduate qualification

- A7.8 outlines how we may make changes to qualifications.
- b) You must link any credit you wish to count towards your declared postgraduate qualification, in order to be awarded that qualification.

C3.3 Time limits for your declared postgraduate qualification

If notice has been given that your declared postgraduate qualification is to be withdrawn, you will need to complete the required study before the withdrawal date to be awarded the qualification. Please see <u>Section A7.8</u> above and the <u>Academic</u> Regulations (Taught Courses) for more information.

Section D: Your learning

D1. Registering and enrolling on a module or qualification

When you are registered or enrolled on the module(s) shown in the Registration Agreement, you and The Open University each share responsibility for learning and commit to upholding the highest standards of academic integrity.

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D1.1 You agree to:

- study the module materials and complete all assessment activities at the times, and in the manner specified in the online study guide and module website.
- b) submit work that is your own. If you submit someone else's work or engage in other dishonest academic behaviour, we may need to take action under the <u>Academic</u> Conduct Policy.
- c) comply with our <u>Code of Practice for Student Discipline</u> which sets out behaviour that may be considered unacceptable, and the action we may take in response.
- d) engage with our <u>Fitness to Study Policy</u> if requested. The policy aims to support you with your study goals if, as a result of facing difficult circumstances during your studies, your behaviour affects the way you interact with The Open University community and raises concerns with us about your health, safety or wellbeing.
- e) conform with the relevant Code of Practice or ethics, and meet the required professional standards as detailed in The Open University Fitness to Practise

 Procedure, if you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body. The Fitness to Practise Procedure will be followed if you do not meet these requirements, which could result in:
 - your registration being withdrawn by your regulatory body
 - The Open University not recommending you for registration
 - suspension from the programme
 - expulsion from the programme.

Further information on Professional Standards and Fitness to Practise Procedures is contained within your Supplementary Agreement (if relevant).

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D1.2 The Open University agrees to:

- a) provide a safe and supportive study environment that welcomes and values diversity, where everyone is treated with dignity and respect. We encourage staff, students, learners, and visitors to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using Safe Space Reporting available through an online tool. The online tool also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.
- b) provide you with the module tuition, materials, and assessments as described in the module description in the online prospectus and on StudentHome.
- c) use our academic judgement to determine to what extent, you have met the learning outcomes of the module(s).
- d) communicate clearly whether your module registration makes you eligible for one resit or resubmission opportunity of the examinable component of your module. This will be shown in the assessment rules for your module.
- e) accept work submitted in Welsh from Students living in Wales. Your work, whether written in Welsh or English, will be treated no less favourably.

D2. Tutorials

- You may be offered the opportunity to attend tutorials either online or face-to-face. The majority of tutorials are offered online. The Open University cannot guarantee that face-to-face tutorials will be available for your module; where they are available, the University cannot guarantee they will be close to where you live. You may therefore need to travel some distance to attend these. Wherever possible, we will provide an online alternative to face-to-face tutorials so that Students who are unable to attend are not disadvantaged.
- D2.2 The rules for the recording of online tutorials are set out in the <u>Policy for the Recording of Online Tutorials</u>.

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D3. The Residential School or equivalent activities

- D3.1 If your module includes a compulsory residential school, online school, day school, lab school, field school component or an equivalent activity that you must complete to demonstrate the skills needed for your qualification ('equivalent activity'), you must participate satisfactorily as defined in the learning outcomes on your module description or website, or you will not pass the module.
- D3.2 Some modules will provide an online school as an alternative to a residential school or day school, that delivers the same core learning outcomes. It may involve a written assignment, an online project, and/or online conferencing. If your module does not have an online school, you must attend the residential school, day school or equivalent activity, or you will not be able to pass the module.
- D3.3 It is your responsibility to book a place at a residential school, online school, day school, lab school, field school or equivalent activity. Bookings are subject to a time limit and availability, and you must follow the booking procedure on your module website.
- D3.4 If you do not book a place, or if you are not sure that you will be able to attend a residential school, day school, lab school, field school or participate in the online school that you have booked, you should immediately seek advice from the Residential Schools Team.
- D3.5 If you are attending a residential school, day school, lab school or field school in the UK and you require a visa to enter the UK, it is your responsibility to:
 - a) obtain the necessary 6-month standard visitor visa. Please <u>contact us</u> to request a supporting letter from your Student Support Team for your visa application, as the standard "Confirmation of Registration" letter/e-mail will not be sufficient.
 - b) provide any additional evidence we request from you to verify your status in the UK.

Without the necessary evidence, we may not be able to accept your module registration or, if we have allowed you to register, your module registration may be cancelled, and any fees refunded.

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D4. Telling us about a disability

The Open University is dedicated to ensuring every student feels supported in their studies, and we strive to make all aspects of study accessible to everyone. If you have a disability that might affect your studies or assignments, we encourage you to tell us about it and provide any relevant information that we ask for. This will enable us to work with you to understand your needs, and to make any reasonable adjustments that may be required in line with our obligations under the Equality Act 2010 in England, Scotland, and Wales; the Disability Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004, or any other statutory duty or obligation.

Section E: Cancelling or Withdrawing your Registration

Please note: Section E1 below does not apply to students studying a PGCE qualification in Wales, who should instead refer to Section 6 of the <u>PGCE Supplementary Agreement.</u>

E1. How to Cancel or Withdraw your registration

E1.1 To cancel your registration or enrolment on your qualification or module, you must inform The Open University of your decision by letter, email, <u>online form</u>, or by phone. Full details are in the Changing Your Study Plans Policy.

If you do not cancel by following the <u>Changing Your Study Plans Policy</u> you will not be eligible for any fee refunds or fee credits, even if you have not participated, or you stop participating in learning or assessment activities.

E1.2 The procedure you should follow to cancel or withdraw is as follows:

a) Cancelling your application before you are registered

To cancel your application before you are registered, you should not proceed with your registration. If we have sent you a printed Registration Agreement, please do not sign, alter, or return it. Please <u>contact us</u> to tell us and we will cancel your application.

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b) Cancelling your qualification and/or module within 14 calendar days of registration

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 calendar days of the date of the email or letter confirming our acceptance of your application to register.

You must contact us to tell us you wish to cancel your module and/or qualification. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that module.

c) Withdrawing from your qualification and/or module <u>more than</u> 14 calendar days after registration

If you withdraw after 14 calendar days following the date of registration, you must follow the <u>Changing Your Study Plans Policy</u>. Your eligibility for a fee refund or a fee credit is set out in the <u>Fee Rules</u>.

- E1.3 If you withdraw from your qualification, you will not be withdrawn from any module(s) that you are registered or enrolled for unless you expressly request this.
- E1.4 If you withdraw from a module, you will not be withdrawn from any qualification that you are registered for unless you expressly request this, or unless the module withdrawal means that your qualification registration lapses as per Clause E1.5 and Section L2 "Lapse in Registration" of Academic Regulations (Taught Courses).
- E1.5 If you do not remain enrolled on at least one module from the first module start date following your qualification registration until at least 14 calendar days after the module begins, your qualification registration may be cancelled.
- E1.6 If you withdraw from a module, The Open University will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of withdrawal.

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E2. The Open University's right to cancel your registration or enrolment

- E2.1 The Open University may cancel your registration or enrolment at any time if:
 - a) we find you have given us false or misleading information, or you do not keep your personal information up to date as set out in <u>Section A6</u> "Personal Information";
 - b) you fail to meet any academic or administrative requirements shown in the module or qualification description;
 - c) you fail to pay your tuition fees as set out in <u>Section B</u> "Your fees" or are in debt to us for tuition fees or other academic charges;
 - d) you were required to make a supplementary agreement as referred to in Clause A1a), A1b) or A1c) and you have failed to complete such an agreement;
 - e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
 - f) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
 - g) you are excluded from study as a result of a breach of the <u>Code of Practice for Student Discipline</u> or any breach of restrictions placed on your access to study; or due to a voluntary or imposed break in study following a Fitness to Study Stage 3 <u>Case Conference Panel</u> as outlined within the <u>Fitness to Study Policy</u>;
 - h) you are resident in the UK on a visa, or you are an asylum seeker or refugee with a restriction on the length of your stay within the UK and have been asked to supply additional evidence to enable you to study certain subjects, as required by UK Visas and Immigration (UKVI) and outlined in Clause A5.5, but you have not supplied this evidence by the date we specify;
 - i) we are unable to deliver the services you require to complete your study from your geographical location, or we find that the module and/or qualification is not available for study in the country in which you are resident;

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- you fail to disclose any relevant, unspent, legal restrictions or conditions under <u>Section A2</u>, in line with the <u>Code of Practice for Student Discipline</u> (Sections 2.4.4c, 3.5 and 3.6.1);
- k) your registration for a qualification lapses in accordance with Section L2 of the <u>Academic Regulations</u> unless you have applied for an approved study break.

Please note that we may also seek prosecution if you have supplied fraudulent information or carried out a fraudulent action.

- E2.2 If we cancel your registration or enrolment for a module, we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of cancellation.
- E2.3 If your registration is cancelled under Clause E2.1b), E2.1d) or E2.1e) after the module start date because you have not met the entry requirements or the regulatory requirements of the module or qualification, you may be entitled to a full or partial discretionary fee refund/fee waiver of those module fees unless this is due to a default on your part. Please refer to the Fee Rules for more information. If this happens, you may register for, or if eligible declare a different qualification, and any credit you have been or are awarded for completed modules may, subject to the Academic Regulations (Taught Courses), be counted towards that other qualification.

E3. Cancelling your registration when vocational and professional requirements are not met

- E3.1 The Open University may cancel your qualification registration and/or your module registration if you have ceased to meet one or more of the following conditions where this is a requirement of the qualification and/or module:
 - fitness to practise a specified profession, in line with The Open University's
 Fitness to Practise Procedure;
 - b) maintenance of professional standing;
 - c) satisfactory Disclosure and Barring Service (or equivalent) clearance;
 - d) being employed by a specified employer;
 - e) being employed in a specified role, capacity, or profession.

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- E3.2 You must tell us if, at any time while you are a registered Student, you cease to meet any of these conditions that apply to you in connection with your studies.
- E3.3 If your module registration is cancelled by us before your module start date because you have not met one of the conditions specified as an entry requirement, you may be entitled to a fee refund or fee waiver at our discretion.
- E3.4 If your qualification registration is cancelled under Section E3 and your module registration is not cancelled, you may continue to study that module and be awarded credit for it.
- E3.5 If your qualification registration is cancelled under Section E3, you may register for a different qualification and any credit you have been or are awarded for completed modules may, subject to the <u>Academic Regulations (Taught Courses)</u>, be counted towards that other qualification.

Section F: Computing

F1. Your Open University computing account

We will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential, and to comply with our <u>Student Computing</u>
Policy and Social Media Policy.

F2. Keeping your account secure

- F2.1 You must notify The Open University Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972, emailing OU-Computing-Helpdesk or using webchat if you think that the security of your account has been compromised.
- F2.2 If you do not comply with Clause F2.1 above, you will be liable for any fraudulent transactions relating to your registration.
- F2.3 If you do not comply with Clause F2.1 above, you may be held responsible for fraudulent activity if someone else accesses your account because they have been given or have obtained your sign-on credentials and you haven't informed us.

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F3. Sharing information in online activities

When you participate in any study-related activities online, 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.

F4. The Computing Policy and Social Media Policy

When you register to study with The Open University you agree to comply with the <u>Student Computing Policy</u> and <u>Social Media Policy</u>.

Section G: How we will communicate with you

We know that good, clear, communication is important, especially when you study at distance. This section explains how The Open University will communicate with you.

Please note it is your responsibility to regularly check your email, <u>StudentHome</u>, and Open University websites (see G1, G2, and G3 below), as each may be used to post important and relevant information about your studies that may not be sent via any other media.

G1. By email

- G1.1 You must provide The Open University with a valid email address that we will use to correspond with you. If your preferred email address changes, you must update your personal profile on StudentHome, or alternatively contact your Student Support
 Team.
- G1.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and your studies by email. It is also your responsibility to manage any junk mail filters on your account to ensure our emails reach you. You must ensure that your inbox has sufficient space to receive messages from us. We will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

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G2. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called <u>StudentHome</u>. It displays details of personal information we hold about you, your study record, and related resources. It is also used to post general messages that will be relevant to you.

G3. Through Open University websites

We will provide you with access to module and qualification websites, where available, which will allow you to access learning materials and other learning resources and may be used to post messages about your study. Access to your module website will be removed if your registration status has lapsed (in line with Clause E2.1) or if you cancel or withdraw from the module.

G4. Students living in Wales

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your <u>StudentHome</u> profile. You can also update your language preferences using the <u>Language preferences</u> form.

G5. By phone

We may monitor and record your phone calls with us to make sure we have carried out your instructions correctly and to help us improve our services through staff training.

Section H: Using Library facilities

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

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Section I: Indemnity insurance

The Open University does not have indemnity insurance for Students carrying out research related to their studies (except for Postgraduate Research Students who register directly through us). If you need indemnity cover (for example, to meet the conditions of an ethics committee), you will need to arrange this yourself.

Section J: Affiliation with Third-Party Organisations

- J1. Any affiliation or promotion of The Open University must be initiated by The Open University.
- J2. You are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, The Open University.
- J3 You should not promote any product or service via our computing services for which you are paid either financially or in kind.
- J4. You are not permitted to promote your views as representing or as being on behalf of The Open University.
- J5. You are free to express your political, religious, social, and academic views both in private and in public provided this is explicitly done in your name and not in the name of The Open University. By registering to study with us, you are agreeing to comply with the Social Media Policy as outlined in Clause F4.
- J6. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact us directly with their request.
- J7. Any failure to meet Clauses J2-J6 could be treated as a breach of the Code of Practice for Student Discipline.

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Section K: Disclosing criminal convictions, legal restrictions, and conditions

Please note: This section does not apply to Students studying a PGCE qualification in Wales, who should instead refer to Section 1.1 of the PGCE Supplementary Agreement.

K1 What you need to tell us

- You must disclose any unspent criminal convictions when you Register to study with
 The Open University. Relevant unspent convictions include, but are not limited to:
 - Offences listed in the Sexual Offences Act 2003 (in the United Kingdom; or equivalent Act outside of the United Kingdom);
 - ii. Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm, or offences which resulted in actual bodily harm;
 - iii. Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
 - iv. The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - v. Offences involving firearms, weapons, crossbows, and knives;
 - vi. Offences involving arson;
 - vii. Fraud;
 - viii. Offences of human trafficking, slavery, and forced labour;
 - ix. Offences related to any person under 18 considered a child under English lawsee Children Act 2004.
- K1.2 You must also tell us if you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course and the wider Open University community. This includes Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).

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- K1.3 You are not required to disclose a conviction that is spent unless Clause K4 below applies. If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from the <u>Disclosures Team</u>.
- K1.4 To disclose any unspent criminal convictions, please refer to the <u>Procedure for supporting students subject to legal licence, restriction, condition or orders.</u>

K2 What happens after disclosure

- K2.1 Disclosure will not result in an automatic cancellation of registration or exclusion from The Open University. However, it may mean you are unable to study your chosen module or qualification, or we need to place specific conditions or restrictions on your study, for example, exclusion from Open University online activity and/or face-to-face events.
- K2.2 The information you provide will be referred to our Student Risk Check Team who manage disclosures. The Student Risk Check Team will complete an assessment to determine if there is any risk of harm to the wider Open University community and will agree any adjustments, we need to make to your course of study to mitigate any identified risks.
- K2.3 If we determine that your legal restrictions and conditions make your choice of module or qualification impractical, we will suggest alternative programmes of study, where available.

K3 Failure to disclose

If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Conditions. We may take action under the <u>Code of Practice for Student Discipline</u> (Sections 2.4.4c and 2.4.5a) which could affect your continued study with us (see <u>Section E2</u>: The Open University's right to cancel your registration or enrolment).

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K4 Applying for professional courses

If you are applying to study a module linked to a particular profession, there may be additional requirements to disclose legal restrictions and conditions, including some which are spent. Such professional programmes will require you to have an enhanced Disclosure and Barring Service (DBS) clearance (in England and Wales), Disclosure Scotland check (in Scotland), or an Access NI check (in Northern Ireland), as a condition of your offer.

In these circumstances, you will not be required to make a self-disclosure unless explicitly stated within the <u>Supplementary Agreement</u> for your programme, as any relevant information will be disclosed by the DBS or check and then considered in line with the requirements and policy for the programme concerned.

K5 Support and Confidentiality

- K5.1 All records and correspondence relating to your disclosure will be stored securely in line with our <u>Student Privacy Notice</u>. Your consent will always be obtained before seeking further information about any disclosure from third parties.
- K5.2 Any disclosure to use one of our services (such as careers advice) will be dealt with confidentially, and you will only be asked for the information relevant to the service you require.

For further guidance on disclosures, please refer to our <u>Supporting Students in Secure</u>

<u>Environments</u> webpages or contact the <u>Disclosures Team.</u>

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Section L: Summary of significant changes since previous version

There are several significant changes from the previous version of this document (<u>Conditions</u> of <u>Registration 2023/24</u>). These are:

May 2024

 Clarification of clause K5.1 to state that your consent will always be obtained before seeking further information about any disclosure from third parties.

March 2024

- a) General restructuring of the document. This includes moving The Open University's Equality Diversity and Inclusion commitment statement and the "Conditions of Registration superseded by this document" section to the end of this document.
- b) References to the OU Students Association have been amended to Open University Students Association (OUSA) within the section 'The Open University Study Charter Values'.
- c) Information about Safe Space Reporting has been added to end of the document.
- d) Clause A1c does not apply to students on the DHEP programme.
- e) Clarification in Clause A1d, that the Conditions take priority if an Open University employee or agent has said something inconsistent either in writing or verbally.
- f) Clause A4.1a requires you to understand the Conditions and to contact your Student Support Team (SST) if you do not understand or have any questions about the Conditions of Registration.
- g) The Open University will keep records of your academic progress which has been reflected in Clause A6.1.
- h) Clause A6.2 has been updated to include reference to The Open University's Retention Policy.
- i) The Open University use and process your personal information created as a result of your study, as detailed in Clause A6.2.

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- j) Additional information in Clause A7.2 and A7.4 about how The Open University will communicate with you and support you if there is industrial action.
- k) Addition of online schools, field schools, lab schools or alternative learning environments in Clause A7.4, regarding short-term changes to learning, teaching and assessment arrangements.
- I) Clauses A7.7.3 and A7.8.2 reference when the Student Protection Plan will apply.
- m) Addition of postponement of your final module(s) in Clause A7.8.4.
- n) Clause A8.2 has been updated to highlight that a Welsh language version of the Welsh Language Standards Complaints procedure is available.
- Clarification in Clause B1.4 that the Fee rules which should be referred to, for information about additional costs of residential schools, are the Undergraduate Fee rules.
- p) Clarification in Clause B3.3 that The Open University will provide a refund or waiver via your original payment method, if the correct fee is lower than the fee shown in the Registration Agreement.
- q) Clause B5.1 has been reworded to improve clarity without changing the message.
- r) Removal of references to declared undergraduate qualifications in Section C and in the Glossary.
- s) Revised wording in Clause D1.1d about your obligation to engage with the Fitness to Study policy if requested, although the message given has not changed.
- t) Clarification of the requirement to meet professional standards set out in the <u>Fitness</u> to <u>Practise Procedure</u>, if studying a professional programme, in Clause D1.1e.
- u) Clarification in Clause D1.1e that you could be expelled or suspended from the professional programme when a <u>Fitness to Practise Procedure</u> is being followed.
- v) References to the Code of Practice for Student Assessment have been removed from Clause D1.2c. This document is being decommissioned from the <u>Student Policy and Regulations website</u>. The information will be incorporated into the Assessment Policies.

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- w) Section D3 "The Residential School" now includes information on online schools, day schools, field schools and lab schools.
- x) Removal of what was Clause D3.5, which detailed that cancellation charges could apply if a residential school booking was cancelled.
- y) Clarification in section E3.3 of when a fee refund or fee waiver may be given.
- z) Updated references to the <u>Code of Practice for Student Discipline</u> in Clause E2.1j and section K3 "Failure to disclose".
- aa) Addition of Clause F2.3 detailing your responsibility in keeping your Open University account secure.
- bb) Section G4 "Students living in Wales" has been updated with a link to the Language Preferences form.
- cc) Addition of Clause J3 in Section J "Affiliation with Third-Party Organisations".
- dd) The procedure for disclosing any unspent criminal convictions has been removed from Section K "Disclosing criminal convictions, legal restrictions, and conditions". Instead you should refer to the Supporting Students subject to legal license, restriction, condition, or orders policy document for the procedure.
- ee) Section K4 clarifies that you will not be required to make a self-disclosure unless explicitly stated within the <u>Supplementary Agreement</u> for your programme.
- ff) Removal of references to Professional Development (PD) courses in the Glossary.
- gg) Additional clarification in the glossary definition of "Credit/Credits" as to why some modules have a zero-credit value.
- hh) Addition of "Short Course" to the Glossary.
- ii) Clarification that Appendix 1 details additional conditions for Students who are in Secure Environments. "Secure Environments" has been defined in the Glossary.

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Conditions of Registration superseded by this document

These Conditions replace the previous version of Conditions of Registration 2023/24.

Commitment to Equality, Diversity and Inclusion at The Open University

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

Safe Space Reporting

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

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Glossary

Case Conference Panel

A Case Conference Panel is convened at Stage 3 of the Fitness to Study process to review your case where there are continuing concerns about your health, safety and wellbeing, or about your behaviours, which have not been fully resolved at an earlier Stage. The panel will comprise academic and student support staff. One possible outcome of a Stage 3 Panel meeting can be a voluntary or imposed break in study for you. Please see the Procedure section (Stage 3, Significant Concerns) of the <u>Fitness to Study Policy</u> for more information.

Certificate of Higher Education

An undergraduate qualification of at least 120 credits, including 60 credits at Open University level 1 and 60 credits at Open University level 1 or above.

Conferred

When the award of the qualification has been formally ratified at a meeting of congregation (Council and Senate), following which the formal certificate is issued.

Course (Taught)

The taught courses described within these Conditions of Registration refer specifically to

- 1) a module studied as a standalone course;
- 2) an undergraduate or postgraduate qualification; and
- 3) any module studied as part of a qualification.

Other forms of courses exist across The Open University which are not covered by these Conditions of Registration: for example, research degrees, short courses and Microcredentials.

Credit/Credits

A value that is related to the workload required to complete a module. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a module, so if you pass a 60-credit module you will be awarded 60 credits. Some modules have a zero-credit value where their informal forms of assessment do not meet formal quality assurance requirements.

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Declared Qualification

A qualification that you have told us that you are studying towards and to which you are linking the modules that you study and are awarded credit for.

Disclosure

To make current legal restrictions, conditions, or arrangements related to criminal convictions known to The Open University when you register or during your time studying with us.

Enhanced Learning Credit

A funding method provided by the Ministry of Defence to sponsor their Armed Forces personnel to improve their education.

Enrolment

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

Final Enrolment Date

The last date that a reservation can be made for a module in a specific presentation period. It will be published in the online prospectus and on StudentHome.

Integrated Master's Degree

An undergraduate qualification at FEHQ Level 7. It requires at least 480 credits, of which 360 are at undergraduate level with at least 240 credits above first level, and at least 120 credits at third level, and a further 120 credits at postgraduate level.

Lapse in registration

If your registration on a qualification or module lapses, you cease to be a registered Student of The Open University. A lapse in registration is not the same as the registration being cancelled by you or by The Open University.

a) Your registration as a Student of The Open University will lapse if you do not subsequently register for a module or qualification within two academic years following the academic year in which you began study of that module. For example, if you begin study in 2024/25 academic year and do not return to study a module in the 2025/26 or 2026/27 academic years, your registration will lapse. The exception to this is if you have applied for an approved study break as set out in the Changing Your Study Plans Policy.

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- b) If you are registered for a qualification, your registration will lapse if:
 - (i) In the case of the first module presentation following your qualification registration, you do not remain enrolled on at least one module in that presentation for at least 14 calendar days after the start date of that module.
 - (ii) You do not enrol for a module that counts towards your qualification and remain enrolled for at least 14 calendar days after the start date of that module in two successive academic years unless you have formally deferred your enrolment in at least one of those years.
 - (iii) If you have not completed the qualification within the specified maximum time limit.

Module

A self-contained unit of teaching, learning and assessment that may be studied as a standalone course or in combination to form qualifications. Each module other than a short course is assigned a credit value and a level of study.

Open Programme

This allows Students to design their qualification to study a wide range of subjects.

Qualifications offered within the undergraduate Open Programme are BA/BSc (Honours)

Open, BA/BSc Open, Diploma of Higher Education Open, Certificate of Higher Education

Open. The postgraduate Open Programme comprises the MA/MSc Open.

Ordinarily and lawfully resident

Where you are lawfully, habitually, and normally resident from choice for a settled purpose, apart from temporary or occasional absences.

Postgraduate Research Student (PGR)

A Student who is registered for a Postgraduate Research Degree.

Postgraduate Student

A Student who is registered for a module that is designated as a postgraduate module.

Prison Services Instructions/Rules (PSI)

The set of rules, regulations, and guidelines by which prisons are run.

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Registered Qualification

A qualification that you have formally registered to study and that you have enrolled on modules for and are counting credit towards.

Registration/ Registration Agreement

The process by which you become a Student of The Open University. Subject to these conditions you may register for a module or a qualification.

Secure Environments

Correctional facilities or detention centres that are specifically designed and equipped to safely and securely house individuals. This includes youth offender institutions, prisons and secure hospitals.

Short Course

A non-credit bearing course that cannot be counted towards a qualification. They have either a fixed or flexible start date. The length of time needed to complete them ranges from 12 weeks to 6 months

Teach-out arrangements

Teach-out arrangements apply where we have given notice of a change to the structure or study requirements of a qualification, or for its withdrawal. They are the arrangements that enable Students who have registered for, or declared that qualification, to complete it within the notice period before the change or withdrawal takes effect.

Undergraduate Student

A Student who is either:

- registered for a module that is designated as an undergraduate module; or
- registered for a qualification that is designated as an undergraduate qualification or Integrated Master's degree. You will be an undergraduate Student even if you are currently enrolled on a postgraduate module as part of that qualification.

Us/We/Our

This refers to The Open University.

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Vocational Requirements

The Senate may decide that registration for any qualification, declaration of any qualification or registration or enrolment for any module, shall be subject to:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a satisfactory Disclosure and Barring Service (or equivalent) record;
- d) being employed by a specified employer;
- e) being employed in a specified role, capacity or profession;
- confirmation by an authorised third-party that any specified requirements for study will be met.

Any conditions decided upon by the Senate under this regulation shall be set out in the relevant module description in our online prospectus or specific qualification regulations as appropriate.

Further clarification

Please send any information or other correspondence to us electronically so we can respond to you as quickly as possible. You can also contact us by phone or post. To check the latest postal address and other contact details, please see <u>OU Offices</u>.

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

Student Support Team

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

Phone +44 (0)300 303 5303

Email www.open.ac.uk/contact

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The Open University in Wales

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

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

ebost wales-support@open.ac.uk

The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

Email scotland@open.ac.uk

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

110 Victoria Street

Belfast

Northern Ireland

BT1 3GN

Phone +44 (0)28 9032 3718

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

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

Phone +44 300 303 0266

Or email us from our website www.open.ac.uk/contact

For more information about your residential school:

Residential Schools Team

The Open University

Berrill Building

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 (0)1908 653 235

Email residential-schools@open.ac.uk

For more information or support to disclose legal restrictions and

Conditions:

Student Risk Check Team and Disclosures Team

The Open University

Berrill Building

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 0300 303 6789

Email: Student-Risk-Checks@open.ac.uk or Sise-Disclosures@open.ac.uk

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

Feedback

Comments and feedback about this policy and how it might be improved are welcomed.

Please submit these to SPR-Policy-Team@open.ac.uk.

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Appendix Ap 1. Additional conditions for Students who are in Secure Environments

The following additional Conditions of Registration apply to Students who are in a Secure Environment.

If you are a prisoner in:	England	Scotland	Northern Ireland	Republic of Ireland
The Registration Agreement is subject to:	Prison Services Instruction PSI 32/2012 (Open University, Higher Education and Distance Learning) or any other Prison Services Instruction which replaces, amends, or supplements it.	The terms of the Scottish Prison Service Higher Education Access Scheme. Any application to register for a qualification or enrol for modules will only be accepted if made under the Scheme.	The Open University Northern Ireland Prison Service Scheme	The Open University Irish Prison Service Scheme

If you become a prisoner while registered for a qualification or enrolled for a module, this agreement will become subject to the relevant Scheme or Instruction listed above from the date you are imprisoned. You may not register or remain registered for a qualification, or enrol or remain enrolled for modules, except as permitted under the Scheme or Instruction currently in force. Details of qualifications and modules prisoners can study are provided in The Open University Guide for Learners in Secure Environments.

If you are a prisoner outside of the United Kingdom or the Republic of Ireland, you may not register or enrol to study with The Open University. If you are already registered for a qualification or enrolled for a module, your registration and enrolment will be cancelled with effect from the date you are imprisoned, and any fees incurred from the point your registration is cancelled by The Open University will be refunded to you or waived.

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