

Conditions of Registration 2025/26

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Alternative Format

If you require this Conditions of Registration 2025/26 document in an alternative format please Contact Us (visit www.open.ac.uk/contact), telephone us on +44 (0)300 303 5303, or get in touch with your Student Support Team via StudentHome if you are a current Open University student.

Welsh-speaking Students and Learners are welcome to speak with a student support adviser in Welsh on +44 (0) 29 2047 1170. Rydym yn croesawu cyswllt yn Gymraeg

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 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>list of Definitions</u> is included to explain the terms used in this document. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Student.

Scope

These Conditions apply to Students who register with us for undergraduate and taught postgraduate modules and qualifications.

They apply to your study of modules that start in the academic year 2025/26 (which runs from 1 August 2025 to 31 July 2026) and to any qualification that these modules may be studied towards.

If you are studying a module that started before 1 August 2025 or is due to start after 31 July, 2026 you should refer to the <u>Conditions of Registration</u> for the relevant academic year.

Students studying our Pre-Registration Nursing programme, 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:</u> Additional conditions for Students who are in Secure Environments.

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

Support and Information

How to contact us

If you have any queries about these conditions and how to interpret them, please Contact Us. To check our contact details, please see Open University Offices. Welsh-speaking Learners are welcome to speak with a student support adviser in Welsh on +44 (0) 29 2047 1170.

Your Student Support Team

Your Student Support Team phone number and email contact can be found on StudentHome or Help Centre Your contacts.

Student Risk Checks Team and Disclosures Team

The Open University
Walton Hall
Milton Keynes
MK7 6AA

Phone +44 0300 303 6789

Email: Student-Risk-Checks@open.ac.uk

Email: Sise-Disclosures@open.ac.uk

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

Student Fees (England)

Phone +44 (0)1908 653411

or e-mail Studentfees@open.ac.uk

Your Nation Office

To check the latest contact details please see <a>Open University offices.

If you are a Learner in Ireland, Wales or Scotland please contact your Nation Office:

The Open University in Ireland

110 Victoria Street

Belfast

BT1 3GN

Phone +44 (0)28 9032 3718

The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

The Open University in Wales

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

Rydym yn croesawy cyswllt yn Gymraeg.

Bullying, Harassment & Sexual Misconduct

We are dedicated to fostering a welcoming and inclusive environment for everyone; for this reason, we do not tolerate bullying, harassment, or sexual misconduct. We are committed to investigating issues of concern and will take appropriate disciplinary actions when necessary to ensure that our students and staff feel safe and respected when working with one another.

Information, support tools and resources for students and staff are available through the webpage <u>Bullying</u>, <u>harassment & sexual misconduct</u>: <u>it's never OK</u>. Through this page you can also report any concerns about bullying, harassment or sexual misconduct that you have experienced or have witnessed.

Reporting Bullying and Harassment

The Open University is committed to creating a diverse and inclusive environment where everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. We encourage students, learners, visitors and staff to report incidents of assault, bullying harassment, hate crime or sexual harassment through Report + Support. This platform also provides information about what you can do if you or someone you know experiences such incidents, and where you can find support.

Section A: Your agreement to register as a Student

A1. The terms of the agreement

Your legal agreement with The Open University 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.

During the registration process, we will send you a Registration Agreement to confirm your personal details and the details of the module on which you have registered to study. It is your responsibility to make sure that all details on the Registration Agreement are correct and keep us informed of any relevant changes.

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 us. 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.
- b) If you are registering for a qualification or module offered under a partnership agreement between us and another educational institution (your 'Local Education Centre'), some of the services and facilities provided to you under this agreement may be provided by the Local Education Centre on behalf of The Open University. 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 us and/or the Local Education Centre. Any such agreement will form part of these Conditions and must be read in conjunction with them.
- c) Not all Open University modules and/or qualifications are available to study under the age of 18. To find out whether you are eligible to study your chosen module, please contact the Young Applicant Team. If you are 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.

To register for your chosen module, you must contact the <u>Young Applicant</u> <u>Team</u> at least six weeks (for under 16s) or at least four weeks (for those between 16 and 18) before its Final Enrolment Date. Please allow more time over our closure periods such as Christmas holidays. Your registration or enrolment will then be subject to any specific arrangements that were identified when granting you permission to study and to any additional terms or conditions required under <u>Section A3</u> below.

Please note Clause A1c) does not apply to Students studying a PGCE qualification in Wales as this programme does not accept anyone under the age of 18.

d) 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: Changes to regulations and curriculum 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.

- e) 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 studied by distance learning are recognised by the appropriate professional body or employer and/or country in which you intend to use that study.
- f) These Conditions, the Registration Agreement, any supplementary agreement, and our 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 either when you register to study with us, 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

We have 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 children, young persons and at risk or protected adults under the Equality Act 2010 (for England, Scotland and Wales), Section 75 of the Northern Ireland Act 1998 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.

A3.2 Safeguarding duty

To fulfil our Safeguarding duty (in line with our <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

To fulfil our Prevent duty (in line with our <u>Prevent Principles</u>), Open University employees or agents have a statutory obligation to report concerns that a Student or staff member 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

Registration requirements

- A4.1 Your legal agreement with us 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 <u>Academic Regulations (Taught Courses)</u>;
 - c) you have met any specific requirements for registration or enrolment for any module as set out in the <u>Academic Regulations (Taught</u> <u>Courses)</u>;
 - 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;
- 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) you have met any additional residence requirements or provided required evidence as detailed within Section A5.
- i) if you are under 18, you have been accepted to study under the Policy for the admission of applicants under the age of 18.
- j) you have not been suspended or excluded from participating in study or expelled from The Open University or a subsidiary organisation.
- A4.2 You will be required to register or enrol for each new module or qualification that you study at The Open University.
- A4.3 Please note that any additional registration requirements that are applicable for your qualification will be presented on the online prospectus and will be available within the specific qualification regulations (available on the online prospectus and via StudentHome once you are registered for a qualification).

Duration of registration as a Student

- A4.4 You will remain a registered student of The Open University for two academic years from the start date of any module you study. If you have applied for an approved study break as set out in the Changing Your Study Plans policy, the period of registration will be extended accordingly.
- A4.5 If you are registered for a qualification, you are a registered Student of The Open University during the period you remain registered for that qualification, unless your registration lapses under the conditions in clauses A4.8 A4.12.

Lapse in Registration

A4.6 If you are registered for a module, 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 to study that module, unless you have applied for an approved

- study break as set out in Section 3 and 4h of the <u>Changing Your Study Plans</u> Policy.
- A4.7 If you are registered for a qualification, your registration for a qualification will lapse if:
 - a) You do not remain enrolled (for at least 14 days after module start) on your first module towards your qualification.
 - b) You do not enrol on a module (and remain on it until at least 14 days after module start) for at least two consecutive academic years.
 - c) If you have not completed the qualification within the specified maximum time limit.
- A4.8 Having an approved study break will prevent lapsing for that specific Academic Year.
- A4.9 If your registration for a qualification lapses, you will no longer be able to count credit towards it or enrol or register on modules which are only available within it, and you will no longer receive any information about qualification changes or withdrawals.
- A4.10 You may re-register on a qualification following a lapse by following the regulations and procedures in force at the time of your re-registration.

 If you are eligible under the regulations and time limits in force at the time of your re-registration, you may be able to count any credit you have been awarded in an earlier period of study to an Open University qualification.

A5. Residence requirements

- A5.1 We are only able to sponsor a Student visa for Postgraduate 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 at a time, 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; or
- 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 us, 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.
- 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 us 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.

We are 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. Furthermore, you may only register for or declare a qualification (see Definitions) 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 we can accept your registration on your chosen module or qualification.
- 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 us 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 Student Support Team for details.
- A5.9 The following Condition only applies to individuals planning to study with us 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 us from outside the UK and Republic of Ireland, please see our guidance "Help with signing in to Open University 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 We are 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.
- 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 <u>StudentHome</u> website (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 us, the personal information you have supplied to us or that has been created as a result of your study will be used, processed and retained in accordance with the Student Privacy Notice.
- 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 Clause E2.1(a). 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 Help Centre.
- 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 <u>conferred</u>. 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 us when recording your personal details;
 - ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the <u>Gender Identity Policy and Guidance</u>; or
 - iii) We approve 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 we may make changes to regulations, rules, curriculum, or qualifications. Our <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

- A7.2.1 We 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.
- A7.2.2 The reasonable steps we may need to take to mitigate the above circumstances may include making short term changes to learning, teaching or assessment arrangements such as having to postpone, re-locate, restructure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, laboratory schools or alternative learning environments and other teaching sessions, assessments or examinations (this is not an exhaustive list).
- A7.2.3 In circumstances where we are 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. We will work with staff and the Unions to seek a resolution to any such disputes.

- A7.2.4 Subject to clauses A7.2.5 and A7.2.6, and provided that we have taken all reasonable steps to mitigate the impact of any industrial dispute or other circumstance outside our reasonable control in accordance with clause A7.2.3, we will not have any liability to you for any failure to provide services to you.
- A7.2.5 If any circumstance outside our reasonable control results in the complete inability to deliver your qualification or module for a continued period of 6 weeks or more, then you will be entitled to:
 - i. interrupt your studies, if you are currently registered on your qualification or module; or
 - ii. terminate your agreement with The Open University with immediate effect by contacting your Student Support Team by email or in writing.

When we refer to 'interrupting your studies', we mean temporarily stopping your studies with The Open University ('Deferring' or 'Withdrawing' from your module' in the <u>Changing Your Study Plans policy</u>). When we refer to 'terminating your agreement', we mean ending your registration with us ('Stop studying permanently' in the Changing Your Study Plans policy).

A7.2.6 If you terminate your agreement with us as described in Section A7.2.5ii), you may be entitled to a full or partial refund of any tuition fees you have paid and/or compensation depending on the circumstances.

A7.3 Maintenance of academic standards

- a) We 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) We 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

We may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, laboratory 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 our staff or individuals external to the University, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. We will aim to inform you of any changes as early as possible and provide reasonable alternative arrangements wherever practicable. If we are impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section A7.2.

A7.5 Changes to Modules

- A7.5.1 We will not normally make changes to a module on which you are enrolled or registered.
- A7.5.2 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.
- A7.5.3 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.
- A7.5.4 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 Final Enrolment Date, we will administer a waiting list. Places will be allocated as and when they become available to Students on the waiting list, 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.
- 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 Clause A7.2, 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</u> will apply.
- A7.7.4 If you are unable to complete your qualification within the notice period, you can <u>contact us</u> to 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.

A7.8 Withdrawal of Qualifications

- A7.8.1 The circumstances in which we 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 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.
- A7.8.5 We will manage any withdrawal of a module or qualification in accordance with our <u>Academic Regulations</u> and <u>Student Protection Plan</u>. Where appropriate, we will offer compensation and/or refund in accordance with our <u>Refunds and Compensation Policy</u>.

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) or withdrawal of qualifications (A7.8):

- a. you will be awarded the qualification with accreditation if you have achieved the required credit;
- any notice period we give you, may be reduced to comply with the requirements of the relevant body for the change to be made in a shorter period;
 - c. if accreditation is withdrawn or is not renewed before you complete your studies, we will contact you to explain your options, and the <u>Student Protection</u> <u>Plan</u> will apply.

A8. Complaints and appeals

A8.1 We have 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 "Welsh Language Standards Dealing with Complaints and Comments". A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

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 <u>PGCE Supplementary Agreement</u>.

B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a Student with us 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 your Registration Agreement or registration confirmation. By applying to study with us and agreeing to these Conditions, you also expressly agree to pay any additional charges that may be due to us 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 can 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</u>

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

- Personal cheque/Postal Order
- Sponsorship
- Third-party payment by credit/debit card
- B1.3 The tuition fee covers all tuition, study materials (excluding set books and postage costs for study materials), 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 us. 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. Section 8 to the Fee Rules (Undergraduate Study) for your fee area 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.
- 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 Status Policy</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.
- B3.2 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.
- B3.3 We reserve the right to check any information you have given us. These checks may be made at any time, including after you have started studying. If the checks show that you have provided inaccurate information and that a different fee should be paid, we will 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. 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 Open University 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, we will not accept your registration or enrolment unless Clause B2.1 or B2.2 ("Your liability for fees") applies.
- B4.2 If you are permitted to register or enrol 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.
- B4.5 If your registration or enrolment is cancelled under Clause B4.2 or B4.4 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, 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 us 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, the services or facilities are provided and the charges remain unpaid, you will be in debt to us 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 <u>Student Debt Policy</u>.

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.

- 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:
 - a) cancel your registration or enrolment at any time as detailed in <u>Section E2: Our</u> right to cancel your registration or enrolment, 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 three 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'.

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</u> (<u>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. Where applicable, You may be required to meet qualification entry requirements 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;
- c) you will not receive specific notice of changes to, and/or withdrawals of, qualifications or quidance 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 <u>Student Support Team</u> 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 or integrated master's degree.

C2.2 Your registered qualification

- a) Your registered qualification is shown in the Registration Agreement and on <u>StudentHome</u> whilst you are a current Open University Student. We will provide you with the opportunity to enrol for modules required to achieve your registered qualification. We do not guarantee that any module(s) shown in the published information for your intended qualification will remain available in the future. <u>Section A7.5</u> 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. The choices you make may restrict the modules you can enrol for as you progress through your qualification.

C2.3 Time limits for completing your registered qualification

- a) We 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 in accordance with Section A4.8c). 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 in order to be awarded that qualification. Please see Section A7.8 and the Academic Regulations (Taught Courses) for more information.

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

- a) Your declared postgraduate qualification is shown in the Registration Agreement. We will provide you with the opportunity to register for modules which may be linked to that qualification, and subject to the Academic Regulations (Taught Courses), count credit awarded for completed modules to enable you to achieve the qualification. We do not guarantee that any module(s) shown in the published information for your qualification will remain available in the future. Section 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 in order to be awarded the qualification. Please see <u>Section A7.8</u> and the Academic 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.

D1.1 You agree to:

 a) study the module materials and complete all assessment activities at the times and in the manner specified in the 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 Academic Conduct Policy;
- 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 you have faced difficult circumstances during your studies, that has affected your behaviour and 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 our <u>Fitness to Practise Procedure</u>, if you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body, or requires membership with a professional counselling body. The <u>Fitness to Practise Procedure</u> will be followed if you do not meet these requirements, which could result in:
 - your registration being withdrawn by your regulatory body
 - us 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).

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 students, learners, visitors, and staff to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using our Report + Support 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. 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. Where we have committed to providing face-to-face tutorials as part of your module, we 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 equivalent 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>.

D3. The Residential School or equivalent activities

D3.1 If your module includes a compulsory residential school, online school, day school, laboratory school, field school component or an equivalent activity that you must complete to demonstrate the skills needed for your qualification, you must participate satisfactorily in this component or equivalent activity as defined in the learning outcomes on your module description or website. If you do not participate satisfactorily, 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, which 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, laboratory 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, laboratory school, field school or participate in the online school that you have booked, you should promptly seek advice from the Residential Schools Team.
- D3.5 If you are attending a residential school, day school, laboratory 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.

D4. Telling us about a disability

We are 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 (for England, Scotland and Wales), and both the Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004 (Amendment) and Section 75 of the Northern Ireland Act 1998 for Northern Ireland, 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</u>

Supplementary Agreement.

E1. How to Cancel or Withdraw your registration

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

If you do not cancel by following the <u>Changing Your Study Plans Policy</u> you will not be eligible for any fee refunds, 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.

b) Cancelling your qualification and/or module <u>within 14 calendar days of</u> 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 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, unless the module withdrawal means that your qualification registration lapses as per Section A4.8.
- Please note that a lapse in your qualification registration means your registration will be cancelled and you will cease to be a registered Student of The Open University. 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 in accordance with Section A4.8a) or Section A4.8b).
- E1.6 If you withdraw from 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 withdrawal.

E2. Our right to cancel your registration or enrolment

- E2.1 We 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 suspended, excluded or expelled from study from the Open University (or from a subsidiary organisation) as a result of a breach of the Code of Practice for Student Discipline, or any breach of restrictions placed on your access to study; or due to a voluntary or imposed break in study following a Fitness to Study Stage 3

 Case Conference Panel as outlined within the Fitness to Study Policy.
- 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 <u>A5.5</u>, but you have not supplied this evidence by the date we specify;
- i) we are no longer able 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;
- j) 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 A4.8 unless you have applied for an approved study break.

 following a disclosure of a criminal conviction, legal restrictions, or conditions, we determine that your choice of module or qualification is not offered as part of the Students in Secure Environments (SiSE) curriculum.

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 We 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:
 - a) fitness to practise a specified profession, in line with our <u>Fitness to Practise</u>
 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.

- 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</u> (Taught Courses), be counted towards that other qualification.

Section F: Computing

F1. Your Open University computing account

- F1.1 We will provide you with a secure Open University computing account; it is your responsibility to keep your account secure and confidential.
- F1.2 When you register to study with us, you agree to comply with our <u>Student</u> Computing Policy and Student Social Media Policy.

F2. Keeping your account secure

- F2.1 If you think that the security of your account has been compromised, you must notify our Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972, emailing <u>OU-Computing-Helpdesk</u> or using <u>webchat</u>.
- F2.2 If you do not comply with Clause F2.1, you will be liable for any fraudulent transactions relating to your registration.
- F2.3 If you do not comply with Clause F2.1, you may be held responsible for any fraudulent activity where someone else accesses your account, either

because they have been given your sign-on credentials or have obtained your sign-on credentials by other means, and you haven't informed us.

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.

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 we 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), as each may be used to post important and relevant information about your studies that may not be sent via any other contact routes.

G1. By email

- G1.1 You must provide us 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.

G2. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called StudentHome.

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 form</u>.

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

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

Section I: Indemnity insurance

We do 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 us.
- J2. You are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, us.

- 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. Students are not permitted to make use of our logo, shield or crest, without obtaining prior consent from us and demonstrating a legitimate reason to do so. An exception may be made where the logo appears as an incidental component of a photograph of an Open University event, or where an Open University building is in the background.
- J6. 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 Student Social Media Policy as outlined in Clause F1.2.
- J7. 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.
- J8. Any failure to meet Clauses J2-J7 could be treated as a breach of the Code of Practice for Student Discipline.

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 <u>PGCE Supplementary</u>

<u>Agreement.</u>

K1. What you need to tell us

- K1.1 You must disclose any unspent criminal convictions when you Register to study with us. 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 law- see 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).
- K1.3 You are not required to disclose a conviction that is spent unless Clause K4 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</u>, restriction, condition or orders.

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 that 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 that 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. If you are already registered or enrolled on a module or qualification that is impractical for you to study, we will end your registration as stated in Section E2: our right to cancel your registration or enrolment.
- K2.4 You will be made aware of any right to appeal against decisions taken by us regarding your ability to study or continue to study.

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 Code of Practice for Student
Discipline (Sections 2.4.4c and 2.4.5a) which could affect your continued study with us (see Section E2: Our right to cancel your registration or enrolment).

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 equivalent 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 made to us during use of 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>

Definitions

Academic Debt

A debt outstanding due to non-payment of tuition fees or residential school fees.

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 Fitness to Study Policy 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, Postgraduate 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.

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 us, 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, with this including at least 120 credits at third level, and a further 120 credits at postgraduate level.

Lapse in registration

A termination of your registration on a qualification or module which has occurred due to any of the events set out in clauses A4.8 – A4.12. If your registration lapses, you will cease to be a registered Student of The Open University. A lapse in registration is not the same as the registration being cancelled or withdrawn by you or by us.

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.

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

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

Registration Agreement

The document we will send you as part of the registration process in order to confirm your personal details and the details of the module on which you have registered to study. Such details will include the name, duration and delivery method of the module and the applicable module fees.

Secure Environments

Facilities such as prisons, secure hospital units, and students in the community with a relevant unspent conviction.

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.

Subsidiary organisation

An organisation owned by The Open University. Currently, The Open University owns The Open College of the Arts (OCA).

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.

Temporary absence

Where you are not resident in your normal country of residence for a fixed period of time. A temporary absence from the UK will be reviewed in the context of the duration of the absence, with decisions on whether the absence affects your status as "ordinarily and lawfully resident in the UK" being made on a case-by-case basis.

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.

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;

 f) 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.

Related Policies and Legislation

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 us. We have highlighted key points from the documents at appropriate points throughout these Conditions. If you have any questions or if there is anything you do not understand, please <u>contact us</u>.

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
- Disability Discrimination Act 1995 for Northern Ireland
- Equality Act 2010 for England Scotland and Wales
- Fee Rules for your fee area
- Fee Status Policy
- Fitness to Study Policy
- Fitness to Practise Procedure
- Prevent Principles
- Section 75 of the <u>Northern Ireland Act 1998</u> for Northern Ireland
- Student Complaints and Appeals Procedure
- Student Debt Policy

Information and guidance:

- Changing Your Study Plans Policy
- Fee Status Policy
- Policy for the admission of applicants under the age of 18
- Procedure for supporting students subject to legal licence, restriction, condition or orders
- Safeguarding Policy
- Student Social Media Policy
- Student Computing Policy
- Student Privacy Notice
- Student Protection Plan

Welsh language standards

Safonau'r Gymraeg (Welsh Language Standards)

We are one of several universities named in the Welsh Language (Wales) Measure 2011. This means that any students in Wales can expect to receive certain services from The Open University in Welsh. These are outlined in the Open University's Welsh language standards.

This means that you can speak to our student recruitment and support team in Welsh or contact the university in Welsh. You can find out more about your rights as a Welsh language user on the <u>Open University in Wales website</u>.

Our Student Charter Values

The Student Charter was developed jointly by The Open University and the Open University Students Union. It is a declaration of our shared values and the commitments we make to each other. This document has been developed with the Student Charter values as its foundation.

Our commitment to Equality Diversity and Inclusion

Our commitment to equality and inclusion is embedded in all that we do and reflects our mission to be open to people, places, methods and ideas. We celebrate diversity and the strengths that it brings, whilst challenging under-representation and differences in outcomes within our institution. We promote and manage equality and diversity to meet both our strategic goals and our statutory equality duties. We achieve this in many ways, including the development of inclusive policy.

Charity Statement

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

About this Document

Summary of significant changes since previous version

There are several significant changes from the previous version of this document (<u>Conditions of Registration 2024/25</u>). These are:

- a) General restructuring of the document to align with the new Student Policy template, including new sections 'Alternative Format' and 'How to contact us', and moving list of related policies and legislation to the end of the document.
- b) References to the 'Glossary' has been amended to 'Definitions'.
- c) References to 'The Open University' throughout this document have been replaced by 'we', 'us' or 'our' to improve readability.
- d) Removal of paragraph in 'Introduction' stating that The University will notify Students by email of any significant changes to this document.
- e) New section 'Bullying, Harassment & Sexual Misconduct'.
- f) Section 'Safe Space Reporting' has been renamed to 'Reporting Bullying and Harassment', with references to 'Safe Space Reporting' amended to 'Report + Support' throughout.
- g) New clause A1.2 outlining how students can register at The Open University.
- h) Clarification to clause A1.3 that not all modules and qualifications are available to study for those under the age of 18 and the timelines involved in registering for modules and qualifications available for these students.

- Removal of clause within section 'Your agreement to register as a Student' stating that these Conditions will take priority over any agreement with any Open University employee or agent.
- j) Updates throughout document replacing terminology 'vulnerable adults' with 'at risk adults'.
- k) Updates throughout document to references of UK equality legislation.
- I) Update to clause A4.1 replacing reference to 'The Registration Agreement' with 'Your legal agreement with us'.
- m) Removal in clause A4.1 of a requirement that, unless exceptional permission has been obtained, the module and qualification is available to study in the country in which an apprentice is resident.
- Addition to clause A4.1 stating that apprentices must not be suspended or excluded from participating in study or expelled from The Open University or a subsidiary organisation.
- o) New clause A4.2 stating that additional registration requirements will be presented on the online prospectus.
- p) New clause A4.4 stating that students must register for each module they wish to study.
- q) New section 'Duration of registration as a Student' outlining the duration of an individual's status as a Student of The Open University.
- r) New section 'Lapse in Registration' outlining the circumstances in which a student will lapse in Registration and the rules that will apply to them if they wish to continue their studies with The Open University.
- s) Removal throughout the document of the Retention of Student Data and Records policy (now subsumed into the Student Privacy Notice).
- t) New clause A7.2.2 outlining the reasonable steps The Open University may take to mitigate circumstances outside of our control.
- u) New clause A7.2.4 stating that, provided The Open University has taken all reasonable steps to mitigate the impact of circumstances outside of our control,

- The Open University does not have any liability for any failure to provide services to students.
- v) New clause A7.2.5 outlining options to students if The Open University is unable to deliver a qualification or Microcredential for a period of 6 weeks or more.
- w) New clause A7.2.6 stating that students may be entitled to a full or partial refund of tuition fees if The Open University is unable to deliver a qualification or Microcredential for a period of 6 weeks or more.
- x) New clause A7.8.5 outlining that any withdrawal of a module or qualification will be managed in accordance with the Academic Regulations and Student Protection Plan.
- y) Amendment to clause B1.3 clarifying that the tuition fee does not cover postage costs for study materials.
- z) Amendment to clause B3.1 to reflect the introduction of the new Fee Status Policy.
- aa) Amendment to clause D2.1, removing the sentence stating that The Open University cannot guarantee face-to-face tutorials and improving clarity.
- bb) New clause E1.5 outlining the implications of a lapse in registration for students.
- cc) Amendment to clause E2.1g) to improve clarity and include reference to suspension, exclusion or expulsion from a subsidiary organisation.
- dd) Amendment to clause E2.1k) to signpost to new clause A4.8.
- ee) Amendments throughout document to highlight that The Open University will cancel a registration if the module or qualification is not offered as part of the Students in Secure Environments (SiSE) curriculum.
- ff) New clause G5 outlining restrictions and permitted use of The Open University logo, shield and crest.
- gg) New clause K2.4 stating that students have the right to appeal against decisions taken by The Open University.
- hh) 'Glossary' section has been renamed to 'Definitions'.
- ii) New definition 'Academic Debt'.

- jj) New definition of 'Registration Agreement'.
- kk) New definition 'Temporary absence'.
- II) Reference to 'The Open University Students Association' has been amended to 'The Open University Students Union'.
- mm) Amendment to Appendix Ap 1. Clarifying the conditions for Welsh Students in Secure Environments is identical to English Students in Secure Environments.

Conditions of Registration superseded by this document

These Conditions replace the previous version of Conditions of Registration 2024/25.

Document Information

Version number: 1.0

Approved by: Delegate of Director, Academic Services

Effective from: 1 August 2025

Date for review: March 2026

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/Wales	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 us. 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 us will be refunded to you or waived.