

Conditions of Qualification Registration 2013/14

Q1: Your contract

- 1.1 When you register to study with The Open University we are making a contract with each other.
- a) This document forms part of the Registration Agreement and contains the terms of that contract. Together with the Charter and Statutes of the University and the rules, regulations, policies and procedures which are made under those statutes, and which are referred to in this document, it sets out the rights and responsibilities of each party which will apply while you are a registered student.
 - b) If you are registering for a qualification to which Student Regulation OU2.4 (Vocational Requirements for Registration) applies you may also be required to enter into a supplementary agreement with the University and, in some circumstances, an employer, placement provider, professional body or other relevant third party. Any agreement made under this provision will form part of these Conditions and must be read in conjunction with them.
 - c) If you are registering for a qualification which is offered under a partnership agreement between The Open University and another educational institution ('your Local Education Centre') some of the services and facilities provided to you under this contract may be provided to you by the Local Education Centre on behalf of The Open University and not all services or facilities may be available. You will be told separately about the specific arrangements that will apply to you. You may also be required to enter into a supplementary agreement with the University and/or the Local Education Centre. Any agreement made under this provision will form part of these Conditions and must be read in conjunction with them.
- 1.2 The additional conditions in [Appendix 1](#) apply to students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody, if applicable.

How to view our rules, regulations, policies and procedures

If you are reading these Conditions of Registration online you will be able to read the other documents that are referred to if you click on the links within this document.

If you are reading a printed version of these Conditions of Registration you will be able to read all the other documents that are referred to by going online to The Open University 'Essential Documents' website at www.open.ac.uk/students/charter/essential-documents and following the link to Registration as a student.

Please [contact us](#) if you are unable to access these documents or if there is anything in them that you are unsure about and want to discuss with us before you register.

Approved March 2013 for qualifications and modules starting from 1 August 2013 (amended May 2013)

1.3 The University will register you on the qualification shown in the Registration Agreement (your 'registered qualification') if it is satisfied that:

- a) you have met the general requirements for registration set out in the [Student Regulations](#); and
- b) you have met any specific requirements for registration for that qualification set out in the [Qualification Regulations](#); and
- c) if applicable, made any supplementary agreement which is required under Condition 1.1b) or 1.1c) above;
- d) if you are a prisoner, you are permitted to register under paragraph 1.2 above; and
- e) you have paid the relevant fee or provided an approved payment method;

and, unless exceptional permission has been obtained, the qualification is available for study in the country in which you are resident.

The Registration Agreement comes into force when we confirm formally (by letter or by email) that we have accepted your application to register.

1.4 Residence requirements

- a) If you are not resident in the UK you may only register for a qualification in your country of residence where there are sufficient modules (including all compulsory modules) available for study in that country to enable you to successfully complete that qualification.
- b) You will not be eligible to register for any qualification if you are resident in the UK on a student visa where The Open University is the sponsor, unless you are studying a research degree qualification with us.
- c) If you are currently resident in the UK on a visitor, student visitor or working holiday visa, which only allows a stay in the UK for up to six months, you will only be eligible to register on a qualification that is available for study in the country in which you are ordinarily resident.

1.5 Changing your choice of qualification

- a) If you wish to change your choice of qualification before you complete your registration, please do this before you proceed. If we have sent you a printed Registration Agreement **do not alter or sign it**. Please [contact us](#) to tell us what changes you want to make and we will send you a new Registration Agreement.
- b) If you wish to change your choice of qualification after you are registered, you may do so only in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You must follow our [Cancellation Procedure](#) and you will need to make a new Registration Agreement for the new qualification you have chosen.
- c) If you plan to change your qualification it is your responsibility to check that any credit that you have already been awarded may be counted towards your new intended qualification.

- d) You will become liable to pay your fees as soon as this Registration Agreement comes into force. Our [Fee Rules](#) explain any entitlement you may have for a fee refund or fee discount if you change your registration or if you cancel your registration and end your studies.
- 1.6 The University may set a time limit for you to complete your registered qualification. If you have not completed your registered qualification by that date, your registration for that qualification will lapse. If your registration lapses we will maintain your record of study and you may subsequently register on a module or new qualification, if you are eligible to do so, by following the rules in force at the time.
- 1.7 The University will provide you with the opportunity to enrol for modules specified in the [Qualification Regulations](#) for your registered qualification which will enable you to achieve that qualification. We do not, however, guarantee that any module or combination of modules, which is currently shown in the qualification description for your registered qualification, will remain available in the future.
- 1.8 Change of personal details
- a) You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details.
- b) If any of the conditions set out in Condition 6.3 apply, you must notify us within a reasonable time if there is any change in your circumstances concerning any of those conditions.

The University may require you to provide satisfactory evidence of any change.

- 1.9 The Registration Agreement, and the conditions and regulations which form part of it, and any supplementary agreement required under Condition 1.1a) or 1.1b) is the entire agreement between us. If, at any time, any Open University employees or its agents have agreed anything inconsistent with these conditions, the conditions in this agreement will always take priority.
- 1.10 The University has a [Complaints Procedure](#) and an [Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education enabled by the Higher Education Act 2004. Where those procedures apply, you may not take legal action against the University until you have taken your complaint or appeal through those procedures.
- 1.11 The Registration Agreement, and the rules, regulations, policies and procedures which are referred to in it, are governed by English law.

Q2. Your studies

- 2.1 You will be enrolled on the module(s) shown in the Registration Agreement.

(Please note that some Open University systems and procedures are currently undergoing development and that module enrolment may sometimes also be referred to as module registration. For the avoidance of doubt, you will be **enrolled** on a module which is being studied as part of your registered qualification and you will be **registered** on a module only if you are studying extra modules outside of your qualification and that registration will be subject to a separate Registration Agreement and different conditions.)

- a) You will be provided with the module tuition, module materials and module assessments as described in the module description.
 - b) You agree to study the module materials, submit the module assessments at the times and in the manner specified, and to attend the module examination (if any).
 - c) If required, and if you are eligible under the assessment rules, your enrolment for a module will include one opportunity for an examination resit or resubmission of the examinable component, as applicable.
- 2.2 The University has a [Code of Practice for Student Assessment](#) which will apply to the assessment of your module(s). The University will apply its academic judgment to determine the extent (if any) to which the learning outcomes of the module(s) have been met.
- 2.3 If you have told us that you have a disability which might affect your studies, examination or assessment, you must provide us with any further information that we ask you for in order that we may comply with our responsibility under the Equalities Act 2010 to make reasonable adjustments.
- 2.4 Changing your choice of module(s)
- a) If you plan to change your module(s) it is your responsibility to check if your new choice of module may be counted towards your registered qualification.
 - b) If you wish to change your module choices please make the changes before you proceed. If we have sent you a printed Registration Agreement **do not alter or sign it**. Please [contact us](#) to tell us what changes you want to make and we will send you a new Registration Agreement.
 - c) If you wish to change your choice of any module(s) or defer study of your module(s) after you are enrolled, you will only be able to do so in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You will need to follow our [Cancellation Procedure](#) and, if applicable, make a new agreement to enrol on the module(s) you have chosen.
 - d) If you wish to take a year out of study you may do so in the circumstances set out in our [Deferrals and Withdrawals Policy](#). You will need to follow our [Cancellation Procedure](#) so that we know that this is what you are doing and that your registration does not lapse.
 - e) Our [Fee Rules](#) explain any entitlement you may have for a refund or fee discount on a future enrolment if you change your module(s), if you defer your studies, or if you wish to end your studies.

Q3. Your Fees

- 3.1 You agree to pay the fee shown in the Registration Agreement. You will become liable to pay your fees as soon as this Registration Agreement comes into force.
- a) This fee covers the tuition, materials (excluding set books) and assessment for the module(s).

- b) An additional fee may be payable, in the circumstances set out in the [Fee Rules](#), for an examination taken at a non-established examination centre.
- c) If your module materials include a returnable home kit, you will be responsible for the costs of returning this kit at the end of the module, as these costs are not included in the fee. If you fail to return the kit in accordance with the instructions you have been given, you may be charged the cost of the kit.
- d) If your module includes a residential school, the fee does not cover the costs of accommodation, meals, travel or other facilities provided in connection with attendance at that residential school, whether they are provided by the University or otherwise, unless otherwise stated.

3.2 The fee is calculated in accordance with our [Fee Rules](#), based on the information that you have given us about:

- a) your intended qualification;
- b) your module choice(s);
- c) whether you have previously studied in higher education, either at The Open University or elsewhere;
- d) your nationality;
- e) whether you are ordinarily resident in the UK, the EU/EEA or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland or Wales.

You must check that this information is correct before you apply to register.

If any information is incorrect **do not continue with the registration**, please go back and correct it.

If we have sent you a printed Registration Agreement and it is incorrect, **do not alter or sign it**. Please [contact us](#) to give us the correct information and we will send you a new Registration Agreement.

The University reserves the right to check any information that you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Registration Agreement and the correct fee if higher. The University may wish to share data with external credit reference agencies to identify that the correct fee has been paid.

3.3 If you are studying in higher education at another institution this may affect your liability for fees, your eligibility for funding and your eligibility to study with us. You must tell us before you commit yourself to registration with The Open University. We will require you to provide written permission from that other institution for you to undertake study with The Open University.

3.4 If you take up study in higher education at another institution after beginning your Open University studies, you must tell the institution concerned that you are an Open University student.

Q4. What the University may do if you fail to pay your fees

- 4.1 Subject to our [Fee Rules](#) you will become liable for the payment of your fees once this Registration Agreement comes into force. If you are not paying your fees immediately, it is your responsibility to ensure that payment takes place when it becomes due. If you are intending to pay your fees with the aid of sponsorship, a grant, an Enhanced Learning Credit, a credit agreement or a tuition fee loan, you will be liable to pay those fees once they have become due even if you have not obtained that sponsorship, grant, Enhanced Learning Credit, credit or loan by that date.
- 4.2 If you fail to pay the correct fees or any other charges due to the University, you will be in debt to the University and become a debtor. If you are in debt to us or our agent, the University may end your Registration Agreement, withhold your module results, awards and certification, or bring legal action against you (or do all these things).
- Whilst you are in debt to us or our agent:
- you will not be allowed to register for a qualification or enrol for any module;
 - you will not be allowed to register for a module.
- 4.3 If we continue to provide services to students who are in debt to us or our agent, we can still take the actions shown above at a later date.

Q5. Student discipline

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

Q6. Ending this registration agreement

- 6.1 Your right to cancel your qualification registration
- If you want to withdraw your application **before** you are registered, you should not proceed with your registration. If we have sent you a printed Registration Agreement and you have not signed and returned this agreement, **do not alter or sign this agreement**. Please [contact us](#) to tell us and we will cancel your application.
 - If you wish to withdraw from your qualification **after** you have registered, you must follow our [Cancellation Procedure](#). If you fail to follow the proper procedure, you will not be eligible for any fee refund or fee discount under our [Fee Rules](#) and you may become liable for further fees which fall due.
 - If you withdraw from your qualification, you will be withdrawn from any module(s) that you are enrolled for. We will not send you any further module materials and you may not participate in any further learning or assessment activities.
- 6.2 The University may cancel your registration at any time if:
- we find that you have given us information which is untrue or misleading;

- b) you fail to meet any academic or administrative requirements shown in the module description;
- c) you fail to pay the correct fee or you are otherwise in debt to us or our agent;
- d) you were required to make a supplementary agreement as referred to in Condition 1.1b) or 1.1c) and you have failed to complete such an agreement;
- e) 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;
- f) you are excluded from study by the Central Disciplinary Committee as a result of a breach of the Code of Practice for Student Discipline.

Please note that we may also seek prosecution if you have supplied fraudulent information.

6.3 If a qualification and/or module has a condition specified below, the University may cancel your qualification registration and/or your module enrolment as the case may be if you have ceased to meet a condition that is a requirement of that qualification and/or module:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a 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.

You must tell the University if at any time while you are a registered student you no longer meet any of these conditions which apply in your case.

If your qualification registration is cancelled under this regulation and your module enrolment is not cancelled you may continue to study that module and may be awarded credit for it.

If your qualification registration is cancelled under this paragraph you may register for a different qualification and any credit you have been or are awarded for completed modules may, subject to the Qualification Regulations, be counted to that other qualification.

Q7. Computing

7.1 The University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our [Computing Code of Conduct](#).

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

relevant to you, and may not be provided by any other media. It is your responsibility to check StudentHome regularly.

- 7.3 You must notify the University Computing Helpdesk by phoning +44 (0)1908 653972 or by emailing OU-computing-helpdesk@open.ac.uk if you think that there has been any loss of security on your Open University computing account.
- 7.4 If you do not keep to Condition 7.1 above, you will be liable for any transactions relating to your registration, even if your password is used by someone else fraudulently or without your permission.
- 7.5 Your Open University computing account enables you to participate in online activities. These may include compulsory activities for your module. When you participate in these activities, your name, preferred email address, your Open University Computer Username and the content you contribute, will be displayed online to students and Open University staff who have a need to see the information concerned.

By making this Registration Agreement, you expressly consent to this information being processed as explained above.

Q8. Email

- 8.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform the University of any changes to your preferred email address by updating your personal profile on StudentHome.
- 8.2 It is your responsibility to check your email regularly. It is also your responsibility to manage any filters on your account to ensure that email from The Open University is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from the University.

Q9. Residential school element

- 9.1 If your module includes a 'residential school' element you must participate satisfactorily or you will fail the module.
- 9.2 Some modules provide an Alternative Learning Experience (ALE), which delivers the core learning outcomes of the residential school element, and which you may participate in instead of attending a residential school. If you are studying a module which does not have an ALE, you must attend the residential school or you will fail the module.
- 9.3 You must follow the procedure on your module website for booking a place at a residential school or on the ALE. Bookings are subject to a time limit and to availability. It is your responsibility to ensure that you have made a booking.
- 9.4 If you do not make a booking at the appropriate time, or if you are not sure that you will be able to attend a residential school or participate in an ALE that you have booked, you should immediately seek advice from the [Residential Schools Team](#) as you will fail the module if you do not complete this element.

Q10. Data Protection

The University has a [Data Protection Policy](#). When you register to study with us you are agreeing to the personal information that you have supplied us being used and processed in accordance with that policy.

Q11. Using library facilities

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

Q12. Indemnity insurance

The University does not have indemnity insurance for students carrying out research related to their studies (except for 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.

Q13. Recording phone calls

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

Contact details

Student Recruitment

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

Phone +44 (0)300 303 5303

Fax +44 (0)1908 654914

For new students from outside the UK or Republic of Ireland:

Phone +44 845 241 6555

www.openuniversity.edu

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

Residential Schools Team

The Open University
Hammerwood Gate
Kents Hill
Milton Keynes
MK7 6BY

Phone +44 (0)1908 653 235

Fax +44 (0)1908 659 044

Email residential-schools@open.ac.uk

Appendix 1

Additional Conditions of Registration for students who are in prison, released on licence or who are subject to any order, restriction or arrangement imposed by a court or by an authorised body on release from custody, if applicable.

- a) If you are prisoner in England or Wales this Registration Agreement is subject to the 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. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Instruction from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Instruction currently in force. Details of qualifications and modules that are available for study by prisoners under the Instruction will be provided in the Open University Prospectus for Learners in Prisons.
- b) If you are a prisoner in Scotland an application to register for a qualification or enrol for modules will only be accepted if made under the Scottish Prison Service Higher Education Access Scheme and this Registration Agreement is subject to the terms of that Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in the Open University Prospectus for Learners in Prisons.
- c) If you are a prisoner in Northern Ireland this Registration Agreement is subject to the Open University Northern Ireland Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in the Open University Prospectus for Learners in Prisons.
- d) If you are a prisoner in the Republic of Ireland this Registration Agreement is subject to the Open University Irish Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force.
- e) If you are a prisoner outside of the United Kingdom or the Republic of Ireland you may not register or enroll to study with the Open University. If you become a prisoner outside the United Kingdom or Republic of Ireland while you are registered for a qualification or enrolled for a module your registration and enrolment will be cancelled with effect from the date on which you are imprisoned.

- f) If you are not in prison but, whether as a consequence of conviction for an offence or otherwise, you are subject at any time to any order, restriction or arrangement imposed by a court or other authorised body in connection with:
- a. release on licence;
 - b. an alternative to a custodial sentence;
 - c. the protection of the public, or a section of them;
 - d. the protection of any individual who is, or individuals who are, connected with the Open University;
 - e. preventing, restricting or managing offending behaviour of any kind;

you must notify the University of any such order, restriction or arrangement and the University may apply such conditions to your study or restrict access to services or facilities provided in connection with your study as it considers may reasonably be required for the protection of its staff, students or reputation.