

# Conditions of Registration 2014/15

# Please read these conditions and check the registration agreement carefully before you submit it.

If any details in the registration agreement are not correct:

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

If there is anything in the Registration Agreement or in these Conditions that you do not understand, or that you wish to discuss, please <u>contact us</u> before you submit it.

## 1. Your contract to register as a student

## **1.1 The terms of the contract**

When you register to study with The Open University we are making a contract with each other.

- a) The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). Our registered address is The Open University, Walton Hall, Milton Keynes, MK7 6AA. Our VAT number is GB650748918.
- b) These Conditions contain the terms of that contract. They incorporate and are subject to the rules, regulations, policies and procedures which are made under the Charter and Statutes of the Open University and which are referred to in this document. Together, they set out the rights and responsibilities of each party which will apply while you are a registered student.
- c) If you are registering for a qualification to which <u>Student Regulation</u> OU2.4 (Vocational Requirements for Registration) applies you may also be required to enter into a supplementary agreement with the Open 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.
- d) 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.

- e) If you will be under the age of 18 on the start date of any module for which you are enrolling or registering, you will only be accepted as a student if you are permitted to study in accordance with the <u>Policy for the admission of applicants under the age of 18</u>. Your registration or enrolment will be subject to any specific arrangements in connection with the proposed study which were taken into account in giving permission to study and to any additional terms or conditions required under paragraph 1.3 below.
- f) These Conditions apply to your study of modules which start in the academic year 2014-15 which runs from 1st August 2014 to 31st July 2015 and to any qualification in connection with which your module or modules is/are studied. For a module which started before 1st August 2014 or starting after 31st July 2015 you should refer to the Conditions of Registration for the relevant year for that module.
- g) The Registration Agreement, and the conditions and regulations which form part of it, and any supplementary agreement required under Condition 1.1b) or 1.1c) is the entire agreement between us. If, at any time, any Open University employees or agents have agreed anything inconsistent with these conditions, the conditions in this agreement will always take priority.
- h) The Open University Senate may change rules, regulations, policies and procedures in the circumstances set out in <u>Student Regulation OU1.3</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 paragraph 7 below and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- i) These Conditions, the Registration Agreement, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

## **1.2 Additional conditions for the protection of persons**

The additional conditions in <u>Appendix 1</u> 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 or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour, as applicable.

#### 1.3 Additional conditions to comply with statutory responsibilities

The Open University may impose conditions on your study or vary the terms on which you study and your access to services and facilities, notwithstanding anything in this agreement or the rules, regulations, policies and procedures if, in the opinion of the University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of students, staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults in order to comply with its obligations under the Equalities Act 2010 or in order to comply with any other statutory duty or obligation.

#### 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 <u>www.open.ac.uk/students/charter/essential-documents/</u> and following the link to 'Registration as a student'.

Please <u>contact us</u> 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.

## 1.4 Registration

The Open University will register you as a student of the University if it is satisfied that:

- a) you have met the general requirements for registration set out in the <u>Student Regulations</u> 2014; and
- b) you have met the requirements for registration or enrolment for any module as set out in the <u>Module Regulations</u> 2014; and
- c) if applicable, you have met any specific requirements for registration for a qualification set out in the <u>Qualification Regulations</u> 2014; and
- d) if applicable, you have made a supplementary agreement which is required under Condition 1.1b) or 1.1c) above; and
- e) if you are a prisoner, you are permitted to register under paragraph 1.2 above; and
- f) you have paid the relevant fee or provided an approved payment method;

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

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

#### **1.5 Residence requirements**

- a) You will not be eligible to register or enrol for any study with us if you are resident in the UK on a student visa where The Open University is the sponsor, unless you are studying an Open University research degree qualification.
- b) 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:
  - i. register on a qualification that is available for study in the country in which you are ordinarily resident;
  - ii. register or enrol on a module that is available within the EEA and Switzerland if you will be resident in the UK when the module starts and will be in the UK for at least half the duration of the module.

If you do not meet these criteria, we reserve the right to restrict your registration or enrolment to modules available globally only.

c) 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.

d) If you are not resident in the UK you may only register for or declare a qualification where there are sufficient modules (including all compulsory modules) available for study in your country of residence to enable you to successfully complete that qualification.

#### 1.6 Personal information

- a) The personal information which we have collected and hold about you in our records is shown in the profile section of your <u>StudentHome</u> website.
- b) The Open University has a <u>Data Protection Policy</u>. When you register to study with us you are agreeing to the personal information that you have supplied to us being used and processed in accordance with that policy.
- c) We use the information that we hold in our records to process your registration, to keep in touch with you and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. 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;
- d) Details of how you may change any of your personal information are set out on the <u>StudentHome</u> website. We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on <u>StudentHome</u>.
- e) If you are awarded any qualification of the Open University, any certificate in respect of that qualification will be issued in the name that we hold in our records at the point when your qualification is conferred. A certificate will not be amended or reissued in a different name if a change of name is notified after the date your qualification is conferred except in the case of an error by the Open University in recording your personal details or if a valid request is made under the Gender Recognition Act 2004. A duplicate certificate will be issued in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

## 1.7 Complaints and appeals

The Open University has a <u>Complaints Procedure</u> and an <u>Appeals Procedure</u> and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004. Where those procedures apply, you may not take legal action against the Open University until you have taken your complaint or appeal through those procedures.

## 1.8 Student discipline

The Open University has a <u>Code of Practice for Student Discipline</u>. When you register to study with the University you agree to be bound by that code.

## 2. Your fees

## 2.1 Agreement to pay fees

When you register as a student of the University you agree that you will pay the tuition fees and other charges which are due in respect of your studies. By applying to study at the University and agreeing to these Conditions, you expressly agree to pay the additional costs of study, if any, which are not covered by the tuition fees, as set out below. You will be provided with information about those fees and charges, when they are due and how they may be paid, before you register. The fee you agree to pay is shown in the Registration Agreement.

- a) This fee covers the tuition, materials (excluding set books) and assessment for the module(s). Please note that if you are required to purchase set books relevant to your studies, these do not need to be purchased from the University.
- b) An additional fee may be payable, in the circumstances set out in the <u>Fee Rules</u> 2014, 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 Open University or otherwise, unless otherwise stated.

## 2.2 Liability for fees

You will become liable to pay your fees as soon as 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.

Please note that if you are registering to study a qualification, you will only become liable to pay fees in respect of each module you select to study. By registering to study a qualification, you will not be bound to pay fees in relation to any further modules you are required to complete to receive the qualification, unless you enrol on those module(s). You will only pay fees in relation to subsequent modules when your application to study those modules is accepted by the University. Please note that where you do not complete or pass all the modules required to achieve a qualification, you will not be entitled to receive any refund of any fees you have paid for completed modules.

- a) You have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 21 days of the date of the email or letter confirming The Open University's acceptance of your application to register or enrol and 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.
- b) To exercise your right to cancel under paragraph (a) above, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the <u>Cancellation Procedure</u>.
- c) If you cancel this agreement after more than 21 days you must follow Part B of the Cancellation Procedure. Your eligibility for a fee refund or a fee discount is set out in Section IV of the <u>Fee Rules</u> 2014.
- d) If you are paying your fees using an Open University Student Budget Account (OUSBA) you will remain liable to meet payments on that account unless you have cancelled this agreement and you are entitled to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA if you are not sure.
- e) If you do not cancel this agreement by following the <u>Cancellation Procedure</u> you will remain liable for your fees up to the full amount of the fee, even if you do not participate in learning activities or submit work for assessment.

- f) If you are intending to pay your fees with the aid of sponsorship, a fee 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 the sponsorship, fee grant, Enhanced Learning Credit, credit or loan by that date.
- g) If you have told us that you intend to pay your fees by one of these methods, but you do not, for any reason, pursue or complete your application for it or if your application is unsuccessful, and you have not exercised your right to cancel in accordance with paragraph (a) above, you must tell us as soon as possible so that we can help you to make alternative arrangements to pay your fees or, subject to the <u>Fee Rules</u> 2014, to limit your liability for further fees if you are unable to pay them by other means.

## 2.3 How we calculate your fees

The fee is calculated in accordance with our <u>Fee Rules</u> 2014, 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 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 <u>contact us</u> 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 share data with external credit reference agencies to identify that the correct fee has been paid.

#### 2.4 Study at another higher education institution

- a) 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.
- b) 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.

# 3. What the Open University may do if you fail to pay your fees

## 3.1 Non-payment of tuition fees and other charges

If you do not pay your tuition fees or any other charges when they become due you will be in debt to the University. If you are in debt to us, we will:

- i. Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you;
- ii. Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability will be incurred;

#### 3.2 Consequences of non-payment of tuition fees and other charges

- i. If you do not pay your outstanding fees or other charges, including any further fees and other charges that may fall due, we may take all reasonable steps including legal action to recover those fees and other charges from you.
- ii. If you are in debt to us, you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.

If we continue, at our discretion, to provide tuition, facilities or services or allow further registration or enrolment to students who are in debt to us, we reserve the right to take the actions shown above at a later date.

## 4. Your studies

## 4A Your module(s)

#### A.1 Registration and enrolment on a module

You will be registered or enrolled on the module(s) shown in the Registration Agreement, and

- 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 registration or enrolment for a module will, unless specified otherwise, include one opportunity for an examination resit or resubmission of the examinable component, as applicable.

(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 a registered qualification and you will be registered on a module if you are studying it towards a declared qualification or as a standalone module outside a qualification. If you are not sure what these terms mean, please see section 4B below for an explanation)

#### A.2 Assessment

The Open University has a <u>Code of Practice for Student Assessment</u> which will apply to the assessment of your module(s). The Open University will apply its academic judgment to determine the extent (if any) to which the learning outcomes of the module(s) have been met.

#### A.3 The residential school element

If your module includes a 'residential school' element you must participate satisfactorily, as defined in the learning outcomes, or you will fail the module.

- a) 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.
- b) 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.
- c) 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 <u>Residential Schools Team</u> as you will fail the module if you do not complete this element.

#### A.4 Counting credit towards a qualification

If you are awarded credit for a module you may be able to count that credit towards an Open University qualification as set out in the <u>Module Regulations</u> 2014.

## A.5 Notification of relevant disabilities

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 to make reasonable adjustments under the Equalities Act 2010.

## **4B Your qualification**

There are 4 subsections in this section and you should read the one that applies to the type of qualification that you are studying for:

- B1 applies if you are an undergraduate or postgraduate student studying a standalone module that is not currently linked to any Open University qualification.
- B2 applies if you are an undergraduate student who first studied with the Open University before 1st August 2012 and you are studying for a declared qualification. Note:

You will be studying for a declared qualification if it is one which was available before 1st August 2012 and you have linked the modules you are studying to that qualification. Declared qualifications will be withdrawn by 31st December 2017, or, in the case of the Open Degree only, by 31st December 2019.

• B3 applies if you are an undergraduate student who is registering or registered for a qualification.

Note:

- a) If you are an undergraduate student who has first studied with the Open University after 1st August 2012, and you are studying for a qualification, you will be in this category.
- b) If you first studied before 1st August 2012 and you are studying for a qualification, you will be in this category if you have opted for one of the new qualifications introduced in August 2012.
- c) If you are studying an Integrated Master's Degree, you will be in this category.
- B4 applies if you are a postgraduate student who has formally declared a postgraduate qualification intention.

Note:

- a) You will be studying for a declared postgraduate qualification if you have been accepted as eligible for that qualification and you have linked the modules you are studying to it.
- b) If you are studying a postgraduate module as part of an undergraduate qualification or an Integrated Master's Degree, please refer to section B2 or B3.

If you are not sure whether your qualification or course is undergraduate, postgraduate or an Integrated Master's Degree, you can find this information in the qualification or course information in our <u>online prospectus</u>.

#### B1 Studying modules on a standalone basis

#### B1.1 Who this section applies to

This section applies if you are registering to study a module as a standalone course. This means that you have neither registered for a qualification nor formally declared a qualification intention that, in either case, you want to count the credit for that module towards.

#### B1.2 Counting credit towards a qualification

You may be eligible to count credit you are awarded for a standalone module towards an Open University Qualification as set out in the <u>Module Regulations</u> 2014. In order to do so you must either register for or, if eligible, declare a qualification and link your credit to that qualification.

#### B1.3 Effect of not registering for or declaring a qualification

If you are studying with the intention of working towards an Open University qualification but you have not yet registered for or declared that qualification, we recommend that you do so. If you do not register for or declare a qualification:

- i. We do not guarantee to provide you with study opportunities that will enable you to achieve a qualification;
- ii. You will not have access to additional facilities and resources that are provided for students who have registered for or declared a qualification;
- iii. You will not receive specific notice of amendments to and withdrawals of qualifications or guidance that is issued to students in those circumstances;
- iv. You cannot be awarded the qualification even if you have been awarded all the required credit.

#### B2 Students who have declared an undergraduate qualification

B2.1 Who this section applies to

This section only applies if you studied with the Open University before 1st August 2012 and have recorded an intention to study for an Open University Qualification (your 'declared qualification').

#### B2.2 Your declared qualification

Your declared qualification is shown in the Registration Agreement. Subject to the time limits below, The Open University will provide you with the opportunity to register for modules which may be linked to your declared qualification and, subject to the <u>Module Regulations</u> and the <u>Qualification Regulations</u>, to count credit awarded for completed modules that will enable you to achieve that qualification. The Open University does not, however, guarantee that any module which is shown in the current specification for your intended qualification will remain available in the future.

#### B2.3 Time limits for linking credit to a declared qualification

You must link any credit that you wish to count towards your declared qualification before 31 December 2017 unless notice has been given that the qualification will be withdrawn at an earlier date. If you have not done so, or if you have not gained sufficient credit to be awarded your declared qualification by the date of withdrawal, you will no longer be able to complete that qualification. If you wish to complete an Open University qualification after that date:

a) if your qualification has been withdrawn before 31 December 2017 you may declare a different qualification at any time up to 31 December 2017;

- b) you may declare The Open University Open Degree, as your qualification intention at any time up to 31 December 2017 and continue to count any credit towards it until 31 December 2019;
- c) you may register for a qualification and count credit towards that qualification under the rules which apply to that qualification and are in force at the time.

# Section B3 Students who are registering or re-registering for an undergraduate qualification

B3.1 Who this section applies to

This section applies if you are either

- a) registering for an undergraduate qualification and enrolling on a module or modules as part of that qualification, or
- b) registering for an Integrated Master's Degree and enrolling on a module or modules as part of that qualification; or
- c) if you have previously registered for an undergraduate qualification or an Integrated Master's Degree and you are re-registering on that qualification and enrolling for further modules

B3.2 Your registered qualification

- a) Your registered qualification is shown in the registration agreement. The University will provide you with the opportunity to enrol for modules for your registered qualification which will enable you to achieve that qualification. We do not however guarantee that any module or combination of modules which is currently shown in the published qualification information and enrolment process for your registered qualification will remain available in the future.
- b) In the enrolment process for your modules you may be asked to make choices of subjects, modules or qualification designations. Your choices or the previous choices you have made may result in some restriction of the modules that you may be able to enrol for as you progress through your qualification.
- c) The University may set a time limit for you to complete your registered qualification. If you have not completed your registered qualification by the expiry of the time limit, 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 a new qualification, if you are eligible to do so, by following the rules in force at the time.
- d) If notice has been given that your registered qualification will be withdrawn you will be given a reasonable opportunity to complete the qualification before the withdrawal date. If you have not gained sufficient credit to be awarded your registered qualification by the date of withdrawal, you will no longer be able to complete that qualification. You may be able to count your credit towards a different qualification, subject to the rules in force at the time.

#### Section B4 Students who have declared a postgraduate qualification

#### B4.1 Who this section applies to

This section applies if you are a postgraduate student who has recorded an intention to study for an Open University postgraduate qualification (your 'declared postgraduate qualification') and been accepted to study that qualification.

This section **does not apply** to students who are studying a postgraduate module as a standalone module (see section B1) or who are studying a postgraduate module as part of a declared undergraduate qualification (see section B2) or who are are studying a postgraduate module as part of a registered undergraduate qualification or an Integrated Master's Degree (see section B3).

B4.2 Your declared postgraduate qualification

- a) Your declared postgraduate qualification is shown in the Registration Agreement. The Open University will provide you with the opportunity to register for modules which may be linked to your declared qualification and, subject to the <u>Module Regulations</u> and the <u>Qualification Regulations</u>, to count credit awarded for completed modules that will enable you to achieve that qualification. The Open University does not, however, guarantee that any module which is shown in the current specification for your intended qualification will remain available in the future.
- b) You must link any credit that you wish to count towards your declared postgraduate qualification in order to be awarded that qualification.
- c) If notice has been given that your declared postgraduate qualification will be withdrawn you will be given a reasonable opportunity to complete the qualification by the withdrawal date. If you have not gained sufficient credit to be awarded your declared qualification by the date of withdrawal, you will no longer be able to complete that qualification. You may be able to count your credit towards a different qualification, subject to the rules in force at the time.

## 4C Changing your study intentions

- a) This section applies if you wish to continue to study with the Open University, but you want to take a short break or to change the modules and/or qualifications that you are studying.
- b) If you do not want to proceed with study that you have registered for or you want to stop studying with the Open University, please refer to Paragraph 5 below - 'Ending your registration'.
- c) If you wish to change your study intentions it is important that you tell us. It may affect your liability for fees, your entitlement to financial support (including a fee grant), your eligibility for a qualification and have implications for your future studies.
- d) Please look at the <u>Deferrals and Withdrawals Policy</u> which sets out the detailed rules that will apply, together with detail of where you can get further information, advice and guidance about your studies.

C1 Deferrals and study breaks

- a) Deferral means ceasing to study a module, after it has started, with the aim of returning to complete that module later. You may be eligible to defer a module in the circumstances set out in the <u>Deferral and Withdrawals Policy</u>. If you wish to defer you must follow the <u>Cancellation Procedure</u> to tell us.
- b) A study break is a period of at least 12 months during which you are not enrolled for any modules. You may take a study break in the circumstances set out in the <u>Deferrals and</u> <u>Withdrawals Policy</u>, during which you will remain a registered student of the University. If

you wish to take an approved study break you must follow the <u>Cancellation Procedure</u> to tell us.

C2 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 qualification (if any).
- 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 <u>contact us</u> 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 registered or enrolled, you will only be able to do so in the circumstances set out in our <u>Deferrals and Withdrawals Policy</u>. You will need to follow our <u>Cancellation</u> <u>Procedure</u> and, if applicable, make a new agreement to register or 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 <u>Deferrals and Withdrawals Policy</u>. You will need to follow our <u>Cancellation Procedure</u> so that we know that this is what you are doing and that your registration does not lapse.
- e) If you wish to change your module(s) and your qualification please refer to paragraph C3 or C4 below (as applicable) for details of how to change your qualification.

Our <u>Fee Rules</u> 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.

C3 Changing your declared qualification

- a) If you wish to change your declared qualification you must contact us in order to do so.
- b) Please note that if you are eligible for transitional fee arrangements your continued eligibility may be affected if you change your declared transitional qualification.

C4 Changing your registered qualification

- a) 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.
- b) 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 <u>contact us</u> 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 qualification after you are registered, you may do so only in the circumstances set out in our <u>Deferrals and Withdrawals Policy</u>. You must follow our <u>Cancellation Procedure</u> and you will need to make a new Registration Agreement for the new qualification you have chosen.
- d) You will become liable to pay your fees as soon as this Registration Agreement comes into force. Our <u>Fee Rules</u> 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.

# 5. Ending your registration

## 5.1 Your right to cancel your registration

- a) 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 <u>contact us</u> to tell us and we will cancel your application.
- b) If you wish to withdraw from your qualification or any module after you have registered, you have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 21 days of the date of the email or letter confirming The Open University's acceptance of your application to register or enrol and 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. Please see paragraph 2.2 above for more details.
- c) If you cancel this agreement after more than 21 days you must follow Part B of the Cancellation Procedure. Your eligibility for a fee refund or a fee discount is set out in Section IV of the Fee Rules 2014
- d) If you withdraw from your qualification, you will not be withdrawn from any module(s) that you are enrolled for unless you also tell us that is what you want to do.
- e) If, in the case of the first module presentation following your qualification registration, you do not remain enrolled on at least one module in that presentation until at least 14 days after the start date of that module your qualification registration will be cancelled.
- f) If, in any other case, you withdraw from a module you will not be withdrawn from any qualification that you are registered for unless you also tell us that is what you want to do.
- g) 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 after the date of withdrawal.

## 5.2 The Open University's right to cancel your registration

The Open University may cancel your registration at any time if:

- a) 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 are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
- f) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
- g) you are excluded from study by the Central Disciplinary Committee as a result of a breach of the <u>Code of Practice for Student Discipline</u>.

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

# 5.3 Cancelling your registration when vocational and professional requirements are not met

If a qualification and/or module has a condition specified below, the Open University may cancel your qualification registration or declaration and/or your module enrolment or registration 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 Open University if at any time while you are a registered student you no longer meet any of these conditions which may apply in your case.

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

If your qualification registration or declaration is cancelled under this paragraph 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 <u>Qualification Regulations</u>, be counted towards that other qualification.

## 6. Computing

## 6.1 Your Open University computing account

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 <u>Computing Code of Conduct</u>.

## 6.2 Keeping your account secure

- a) You must notify the University Computing Helpdesk by phoning +44 (0)1908 653972 or by emailing <u>OU-computing-helpdesk@open.ac.uk</u> if you think that there has been any loss of security on your Open University computing account.
- b) If you do not keep to Condition 6.1 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.

## 6.3 Sharing information in online activities

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

# 7 How we will communicate with you

## 7.1 Your email address

You must provide us with a valid email address, which we will use to correspond with you. You must inform the Open University of any changes to your preferred email address by updating your personal profile on <u>StudentHome</u>.

## 7.2 Communicating with you by email

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

## 7.3 Communicating with you through 'StudentHome'

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

## 7.4 Communicating with you through Open University websites

Your Open University studies will also provide you with access to module and qualification websites where available. These websites will provide access to learning materials and other course resources and may be used to post messages about your modules and/or qualification that may not be provided by any other media. It is your responsibility to check your module and, if applicable, qualification website regularly.

## 7.5 Recording telephone calls

The Open 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.

# 8 Using library facilities

If you use our library services, you will be bound by a <u>Copyright Declaration</u> which you will be asked to agree to when you first use those services.

## 9 Indemnity insurance

The Open 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.

# **Contact details**

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

#### **Student Recruitment**

The Open University PO Box 197 Milton Keynes MK7 6BJ <u>www.open.ac.uk/contact</u> 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 <u>www.openuniversity.edu</u> Or email us from our website <u>www.open.ac.uk/contact</u>

#### For more information about your residential school:

#### **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 <u>residential-schools@open.ac.uk</u>

# Appendix 1

Additional Conditions of Registration applicable 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 or for the protection of the public, any section of the public, or any individual, or for the prevention or management of offending behaviour.

- 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 the United Kingdom or the Republic of Ireland you may not register or enrol 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 Open University of any such order, restriction or arrangement and the Open 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.

# **Conditions of Registration 2014**

## Summary of changes

April 2014

- 1. There is a single version combining the Conditions of Module Registration and the Conditions of Qualification Registration.
- 2. A more prominent introductory alert to read and check the document.
- 3. Paragraph 1.1(a) amended to expressly incorporate documents referred to in the conditions as terms of the contract.
- 4. Paragraph 1.1(d) added to make explicit reference to the Policy for the admission of applicants under the age of 18.
- 5. Changes to section 1.1 (e) & (g) to clarify the period which these regulations apply to and to make explicit the Senate's right to amend rules under Student Regulations. This reflects changes in Student Regulations approved by the Senate in February 2014.
- 6. Paragraph 1.3 added to make more explicit our right to apply conditions or vary terms of study if required to comply with statutory duties.
- 7. Paragraph 1.6 is expanded to include more detail of the obligation to notify changes to personal details and how they will be used. This is in the same terms as the Data Protection Policy, express incorporation of which is moved, without amendment, from Paragraph 8 to paragraph 1.6(b). The rules for use of names on certificates are expressly included.
- 8. Paragraph 2.2 is expanded to give more explanation of what fee liability means and the consequences of becoming liable for fees. There is more explicit reference to the cancellation right under the Distance Selling Regulations and how to do it.
- Paragraph 3 is substantially altered in the same terms as the Student Regulation amendment approved by the Senate 2nd April 2014 to remove reference to academic sanctions, to comply with the OFT report into University Terms and Conditions February 2014.
- 10. Paragraph 4A.4 added to include expressly the right to count credit to qualifications.
- 11. Paragraph 4B added to set out the different circumstances previously covered in the 2 (Module and Qualification) versions. 4B.2 and 4B.3 are carried forward. 4B.1 and 4B.4 are new clauses to deal with the omission of explicit reference to standalone module study and postgraduate study in the previous editions.
- 12. Paragraph 4B 3.2 (b) is an additional clause to incorporate study routes, which may constrain study choices.
- 13. Paragraph 4C adds a reference to deferrals and study breaks, explicitly incorporating the Deferrals and Withdrawals Policy.
- 14. Paragraph 5.1 (c) to (e) clarifies the effect on qualification or module registration of withdrawing from modules or qualifications and reflects changes in the Student Regulations approved by the Senate in February 2014.
- 15. Paragraph 7 is expanded to cover communications between the University and Students through websites.
- 16. Miscellaneous re-numbering of clauses and changes to correct minor grammatical, spelling and punctuation errors and some changes of terms used to aid clarity and interpretation.

Further amendments 22nd August 2014

- 17. Paragraph 1.1(a) formal details of OU corporate status, registered address and VAT number added. Subsequent sub-paragraphs renumbered.
- 18. Paragraph 2.1 includes explicit agreement to pay specified additional fees and charges.
- 19. Paragraph 2.2 provides further information on:
  - i. liability for payment of fees for further modules studied as part of a registered qualification; and
  - ii. the exercise of cancellation rights.
- 20. Section 4B introduction and paragraphs 3.1.(b),(c) and B4.1 to enable the study of an Integrated Master's Degree as an undergraduate student.
- 21. Paragraphs 5.1 (b) & (c) to provide further information on cancellation rights.

Approved April 2014 for qualifications and modules starting from 1<sup>st</sup> August 2014

Amended 22<sup>nd</sup> August 2014

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