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Scope

What this document covers

These Terms and Conditions apply to Students who register for an Open University Microcredential on FutureLearn where course start dates are from January 2021 onwards, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a Student.

What this document does not cover

These Terms and Conditions do not apply to the following:

- a) Those studying free courses on OpenLearn.
- b) Those studying other FutureLearn courses.
- c) Those studying an Open University Microcredential course on FutureLearn before January 2021.
- d) Those studying Open University undergraduate and taught postgraduate modules and qualifications, who should refer to the Conditions of Registration.
- e) Postgraduate Research Students (PGR programmes).
- f) Those studying non-credit bearing Open University Short Courses who should refer to the Conditions of Registration (Short Courses).
- g) Those studying through an Apprenticeship Programme with The Open University who should refer to the Conditions of Registration (Apprentices).
- h) Non-compulsory Open University Residential School experiences.

Related Documentation

As a Microcredential Student you are asked to refer to the following documentation in conjunction with this document.

Documents that govern your study:

- [Student Complaints and Appeals Procedure](#)
- [Code of Practice for Student Discipline](#)
- [Code of Practice for Student Assessment \(Microcredentials\)](#)

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Information and guidance:

- [Fitness to Study](#)
 - [Policy for the admission of applicants under the age of 18](#)
 - [Safeguarding Policy – Protecting children and vulnerable adults](#)
 - [Student Privacy Notice](#)
 - [Student Computing Policy](#)
 - [Social Media Policy](#)
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The Open University Student Charter Values

This document aligns specifically with the following [Open University Student Charter](#) Values:

1. We treat each other with courtesy and respect, respecting the rights of individuals to hold different beliefs and views and to express them appropriately.
2. We value diversity and challenge inequalities and we are stronger for doing so.
3. We are committed to an economically and environmentally sustainable future for our University.
4. We communicate with each other in ways which are clear, relevant, accurate and timely.
7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.
9. As students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.
11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.

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Introduction

About these Terms and Conditions

These Terms and Conditions apply to registration for an Open University Microcredential. Microcredentials created by The Open University are studied on the FutureLearn platform, which is accessed via the [FutureLearn website](#).

These Terms and Conditions set out the terms of the agreement between you and The Open University. They also refer to policies, guidance documents and codes of practice listed in [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a Student of The Open University studying a Microcredential. As part of your agreement to use the FutureLearn platform, you will also be asked to agree to [FutureLearn's Terms and Conditions](#) and associated policies.

For the purposes of these Terms and Conditions and other associated policies, you will be referred to as a Student of The Open University. As a Student studying a Microcredential via the FutureLearn platform, you may also be referred to as a 'Learner'.

When you register to study with The Open University you are entering into a legal agreement with us which places legally binding obligations on each of us.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in these Terms and Conditions, or in any of the documents that are referred to, that you do not understand or that you wish to discuss, please [contact The Open University](#) (via general-enquiries@open.ac.uk) before you complete your Registration.

If you would prefer to register in Welsh onto a Microcredential, please contact us using the form provided on The [Open University website](#).

If you wish to communicate in Welsh, please contact [The Open University](#) (via general-enquiries@open.ac.uk) who will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales.

If you have queries regarding the study of your Microcredential, please contact [FutureLearn](#) (via support@futurelearn.com).

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You should also carefully check that the details of your Registration onto your Microcredential are correct. Should any details be incorrect, please contact [FutureLearn](#) (via support@futurelearn.com).

Section A: Your agreement to register as a Microcredential Student

A1. The terms of the agreement

- A1.1 The Registration process will be managed by FutureLearn on behalf of The Open University. When FutureLearn formally accepts your application to register to study a Microcredential, in writing (by email), you (the Student) are entering into a legal agreement with The Open University.
- a) These Terms and Conditions incorporate and are subject to the regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered Student.
 - b) If you will be under the age of 18 on the start date of any Microcredential for which you are registering, your application to Register as a Student with The Open University will be subject to:
 - i. you meeting the requirements for, and being permitted to study in accordance with the [Policy for the admission of applicants under the age of 18](#); and
 - ii. 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 Section A3 (Additional conditions to comply with statutory responsibilities) below; and
 - iii. you are encouraged to review the [Safeguarding Policy](#).
 - c) Before registering with The Open University, you are required to agree to [FutureLearn's Terms and Conditions](#) and associated policies.

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- A1.2 Subject to paragraph A2 “Additional conditions for disclosure of legal restrictions and conditions”, your Registration together with these Terms and Conditions, and the regulations, policies and procedures which are referred to within them, contain the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Terms and Conditions, these Terms and Conditions will take priority, unless formally agreed in writing by The Open University.
- A1.3 These Terms and Conditions, your Registration, and The Open University regulations, policies and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.
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A2. Additional conditions for disclosure of legal restrictions and conditions

- A2.1 Disclosure of a criminal conviction is not a requirement to study at The Open University. However, Students who are currently, or become, subject to an order, restriction or arrangement imposed by a court or by an authorised body must make the [Community Support Team](#) at The Open University aware immediately of any conditions which may prevent them from fully engaging with their course and the wider student community, by emailing Community-Support@open.ac.uk.
- A2.2 This disclosure helps us support Students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations, including those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).
- A2.3 For further guidance on disclosure please refer to the [Appendix](#), or contact [Community Support, Students in Secure Environments](#) (via Community-Support@open.ac.uk).
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A3. Additional conditions to comply with statutory responsibilities

- A3.1 The Open University may impose conditions or vary the terms on your study and/or your access to services and learning activities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of Students, staff, contractors and members of the public.

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- A3.2 Conditions may be imposed or terms may be varied by The Open University in order to meet its duties with respect to the safeguarding of young persons or vulnerable/protected adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the [Safeguarding Policy](#) and Section I4), 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).
- A3.4 In order to fulfil The Open University's Prevent duty (in line with [The Open University Prevent Principles](#) and Section I5), Open University employees, Students or agents have a statutory obligation to report concerns that an Open University staff member or Student is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

Section B: Registering for and studying a Microcredential

B1. Registration

- B1.1 Your Registration will come into force when FutureLearn confirms formally in writing (by email) that they have accepted your application to register. You will be able to access your Microcredential online on the course start date and will have access to resources relevant to your study where available or required as soon as FutureLearn has confirmed your Registration.
- B1.2 Your application to register as a Student of The Open University to study a Microcredential is subject to you paying FutureLearn the relevant fee; reading and agreeing to [FutureLearn's Terms and Conditions](#) and associated policies and satisfying to The Open University that:
- you have read and agreed to these Terms and Conditions; and
 - you have not been suspended or excluded from participating in study or expelled from The Open University; and

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- if applicable, you disclose any legal restrictions or conditions under Section A3 “Additional conditions to comply with statutory responsibilities” above; and
- if you are under 18, you are accepted to study under the [Policy for the admission of applicants under the age of 18](#).

B1.3 The Open University is only able to sponsor a student visa for research degree students. This means that The Open University is unable to sponsor your student visa if you register to study a Microcredential.

B2. Course content and learning activities

- B2.1 When FutureLearn has confirmed that your application to register has been accepted, you will be registered on the Microcredential you selected from the FutureLearn Online Enrolment System. You will be given access to the course content and learning activities on the course start date in line with clause B1.1. These may include academic student support, assessments and feedback (if any) as described in the Microcredential information shown on the [FutureLearn](#) website.
- B2.2 To be eligible to achieve credit on a Microcredential, you agree to submit assessments (if any) at the time and in the manner specified.

B3. Assessment

- B3.1 The Open University’s [Code of Practice for Student Assessment \(Microcredentials\)](#) will apply to the assessment of each Microcredential. We will apply our academic judgment to determine the extent (if any) to which the learning outcomes of the Microcredential(s) have been met.
- B3.2 Students living in Wales have the right to submit written work in Welsh, and we will not treat your work less favourably if you do this.

B4. Notification of relevant disabilities

If you have told us that you have a disability which might affect your studies or assessment, you must provide us with any further information we ask of you, so that we understand what reasonable adjustments may be required under the Equality Act 2010.

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Section C: Ending your Registration

C1. Cancelling your Registration

- C1.1 If you cancel your Registration to study a Microcredential within 14 calendar days from the start date of the Microcredential, you will receive a full refund of any fees you have paid for that Microcredential.
- C1.2 If you cancel more than 14 calendar days after the start date of your Microcredential, you will not receive a refund of any fees you have paid.
- C1.3 If you cancel your Registration to study a Microcredential (under C1.1 or C1.2 above), and wish to re-register on the Microcredential at a later date, you will be required to pay the full fee.
- C1.4 To cancel your Registration and receive any refund that is due, you must contact [FutureLearn](#) via support@futurelearn.com.
-

C2. Consequences of cancellation

- C2.1 If you cancel your Microcredential you will no longer have access to the course content and learning activities, and you will not be able to participate in any learning or assessment activities.

NOTE: If you have registered to study more than one Microcredential and you have not cancelled all of the Microcredentials for which you are registered, you will still be able to study those Microcredentials you remain registered for.

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

- C3.1 The Open University may cancel your Registration at any time if:
- we find that you have given us information which is false or misleading, or you do not keep your Personal Information up-to-date as set out in [Section E \("Your Personal Information"\)](#);
 - you fail to pay your fees at the point of Registration or by other arrangement with FutureLearn, as set out in [Section D \("Agreement to pay fees"\)](#);

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- c) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
- d) you are excluded from study by The Open University as a result of a breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study.

Please note that The Open University may also seek prosecution if you have supplied fraudulent information.

C3.2 If The Open University cancels your Registration for a Microcredential, you will no longer have access to the course content and learning activities, and you may not participate in any learning or assessment activities after the date of cancellation.

C4. Our Right to make changes

C4.1 The following paragraphs outline the circumstances in which The Open University may make changes to these terms or to our educational services.

C4.2 Circumstances outside our control

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

C4.3 Maintenance of academic standards

C4.3.1 The Open University may suspend or cancel Registrations for a Microcredential where it is unable to guarantee academic standards at the start date of the Microcredential:

- i. where either too few or too many Students have registered for the Microcredential to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the Microcredential and/or accreditation requirements; or

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- ii. in the case of the first presentation of a Microcredential, where notice has been given during Registration that the Microcredential is under development or subject to accreditation or validation, and The Open University is 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 Microcredential starts; or
- iii. 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 in order to maintain the currency or academic standards of the Microcredential or the academic reputation of The Open University, that The Open University is not reasonably able to make before it starts; or
- iv. there has been an unforeseen withdrawal of accreditation or validation for a Microcredential since registration opened for that academic year that The Open University is unable to resolve before the Microcredential starts.

C4.3.2 The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

C4.4 Short-term changes to learning, teaching and assessment arrangements

C4.4.1 The Open University may have to postpone, re-structure or cancel learning activities, and other teaching sessions or assessments due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of the University’s staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities, platform, or materials. The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

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C4.5 Changes to Microcredentials

- C4.5.1 The Open University will not normally make changes to a Microcredential for Students who are registered on that Microcredential.
- C4.5.2 A change to a Microcredential on which you are registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.
- C4.5.3 Where a change is made to a Microcredential on which you are registered you will be given as much notice as possible of the change and, if there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that Microcredential without financial penalty.
- C4.5.4 Microcredentials on which Students are not yet registered may be changed or withdrawn at short notice.

Section D: Agreement to pay fees

D1. Payment of fees

- D1.1 When you register on a Microcredential you agree that you will pay the fees and other charges which are due in respect of your studies at the point of Registration, or by other arrangement with FutureLearn. 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 as part of the FutureLearn Online Enrolment System and will be payable directly to FutureLearn.

D2. Refund of fees

- D2.1 Except where you cancel your Registration within 14 calendar days of the start date of the Microcredential, as referred to in [Section C1 “Cancelling your Registration”](#), there will be no refund of fees if you wish to end your studies.
- D2.2 Failure to engage with the course content and/or learning activities does not entitle you to a refund of fees.
- D2.3 Any refunds will be administered by FutureLearn directly.

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D3. Failure to pay fees and charges

- D3.1 If you do not pay your fees or provide an approved payment method, such as an arrangement for payment via your employer or another third party at the time of Registration via FutureLearn, your Registration will not be accepted.

Section E: Your personal information

- E1.1 FutureLearn manages the Registration process on behalf of The Open University. The [Student Privacy Notice](#) details how to access the personal information that The Open University holds about you. Further information on how to view the personal information which FutureLearn has collected on behalf of The Open University is available by contacting [The Open University](#) via general-enquiries@open.ac.uk. Information about how you may change any of your personal information, including details of when evidence of changes are required and what will be accepted, are available by contacting [The Open University](#) via general-enquiries@open.ac.uk.
- E1.2 When you register to study with The Open University, the personal information that you have supplied will be used and processed in accordance with the [Student Privacy Notice](#).
- E1.3 When you register, you must provide details of your home address. We use the information that we hold in our records as part of the Registration process, to keep in touch with you and to support you in your studies, 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 any of your contact details. If you do not notify us of any changes or errors to your personal information (such as the country where you are resident or ordinarily resident) this may impact upon your ability to continue studying with The Open University in line with C3.1a. See Section E1.4 for details regarding how to update your personal information.
- E1.4 You should contact [The Open University](#) via general-enquiries@open.ac.uk for details of how you may change any of your personal information. We may require you to provide satisfactory evidence of any change before we can update our records. You will be informed by either The Open University or FutureLearn regarding whether further evidence may be required, and what evidence will be accepted.

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Section F: Complaints and Appeals

The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

Section G: Student discipline

The Open University has a [Code of Practice for Student Discipline](#). When you register to study you agree to be bound by this Code.

Section H: Computing

H1. Student Computing Policy and Social Media Policy

The Open University will provide you with a Personal Identification (PI) number in addition to your FutureLearn account. It is your responsibility to keep this secure and confidential. You must comply with our [Student Computing Policy](#) and [Social Media Policy](#).

H2. Sharing information in learning activities

Learning activities may include compulsory activities for your Microcredential. When you participate in learning activities for your Microcredential, your name, preferred email address and the content you contribute, will be visible to Open University staff who have a need to see the information concerned. Your profile name and the content you contribute will be visible to other Students on the online course.

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Section I: How we will communicate with you

I1. Students living in Wales

- I1.1 Please note correspondence from FutureLearn is only available in English. However Students living in Wales can request to register in Welsh on a Microcredential, by using this [Open University form](#).
- I1.2 If you live in Wales and would like to receive written correspondence from The Open University in Welsh, or would like to speak to a student advisor in Welsh, please contact [The Open University](#) (via general-enquiries@open.ac.uk). We will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales.
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I2. By email

- I2.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform us of any changes to your preferred email address by contacting [The Open University](#) via general-enquiries@open.ac.uk.
- I2.2 It is your responsibility to check your email regularly. You will be sent important information about your Registration 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 and FutureLearn 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 and FutureLearn. The Open University will not be responsible for any failure to receive emails if these Terms and Conditions are not adhered to.
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I3. Recording telephone calls

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

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I4. Safeguarding duty

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document, that affects our statutory Safeguarding responsibilities (in line with the [Safeguarding Policy](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

I5. Prevent Duty

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document, that affects our statutory Prevent duty responsibilities (in line with [The Open University Prevent Principles](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Prevent team or external parties (for example the police and Channel).

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Glossary of terms

Credit

This means a value which is related to the workload required to successfully complete a module (including a Microcredential). One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a Microcredential, so if you pass a 10-credit Microcredential you will be awarded 10 credits.

Disclosure

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

Microcredential

This means a course studied online and consists of between 100-150 hours of study time (including the Summative Assessment) for which academic credits are awarded.

Microcredential Start Date

This means the date on which teaching of a Microcredential officially begins. There may be communication or access to learning facilities via FutureLearn, before this date. You will be informed of the Microcredential Start Date when you register.

FutureLearn Online Enrolment System

This means the FutureLearn registration system where you will register and pay for your Microcredential.

Registration

This means the process by which you become a Student of The Open University. FutureLearn manages the registration process on behalf of The Open University. Subject to these Terms and Conditions you may register for a Microcredential.

Student

This means a student studying for a Microcredential. As a Microcredential student, FutureLearn may also refer to you as a 'Learner'.

Us/We/Our

This refers to The Open University and the Student.

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Further clarification

FutureLearn Support Team

For more information about Registration and fees, or to change or cancel your studies please contact FutureLearn via support@futurelearn.com.

The Open University

For further information about the following, please contact The Open University via general-enquiries@open.ac.uk:

- These Terms and Conditions, or any of the documents that are referred to within them.
- How to view the personal information which FutureLearn has collected on behalf of The Open University, or how you may change any of your personal information, and when evidence of changes are required.

Alternative format

If you require this document in an alternative format, please contact us via <http://www.open.ac.uk/contact/>.

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Appendix

Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Disclosure of a criminal conviction is not a requirement to study at The Open University. However, Students who are currently, or become subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately by contacting Community Support at The OU (community-support@open.ac.uk) of any conditions which may prevent them from fully engaging with their course and the wider University community.

This includes, but is not limited to, one or more of the offences listed below:

- i. Offences listed in the Sex Offences Act 2003 (in the United Kingdom; or equivalent Act for 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, weapons, firearms, crossbows and knives;
- vi. Offences involving arson;
- vii. Fraud.

Ap 2. Failure to disclose legal restrictions and conditions

Ap 2.1 The Open University will regard a failure to disclose legal restrictions and conditions as a very serious matter and may decide to take further action under the [Code of Practice for Student Discipline](#).

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Ap 3. Data protection

Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with the Open University's [Student Privacy Notice](#).

Ap 3.2 Any disclosure to utilise a service is dealt with confidentially, and you will only be asked for the information relevant to the service you require.

Ap 3.3 Your consent will always be obtained before seeking further information about any disclosure from third parties.

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