

# Open College of the Arts (OCA)

## Terms and Conditions

### 1. Introduction

1.1 These terms and conditions (“Terms and Conditions”) represent an agreement between the Open College of the Arts (hereafter referred to as “OCA”, “us”, “we”, “our”) and you as a student (also referred to as “you” or “your”). By accepting an offer, or enrolling to a Course offered by OCA you accept these Terms and Conditions in full. Any questions you may have relating to any of the provisions listed in these Terms and Conditions, should be directed to [enquiries@oca.ac.uk](mailto:enquiries@oca.ac.uk) before accepting an offer or enrolling on a Course.

### 1.2 Definitions

“Academic Year” - refers to the period from 01 August in any given calendar year to 31 July in the following year.

“Academic Regulatory Framework” - the set of rules outlining how OCA [undergraduate] courses are governed and implemented.

“Assessment” - the act of submitting completed work whilst studying a Course, [on undergraduate and/or postgraduate degree pathways], for summative assessment and feedback.

“Assignment” - a student project, as set out in a Unit or Course content.

“Common Credit Framework” - the set of rules outlining how OCA [postgraduate] courses are governed and implemented.

“Course materials” - Distance and/or online learning and teaching materials, such as course content or online resources.

“Contract” - means the agreement made between you and us in relation to you studying a course as provided by OCA. These Terms and Conditions and any associated Frameworks and Policies referred to in the document form the Contract.

“Course” - specified study as offered by OCA.

“Degree” - a course of study leading to a degree qualification that is validated by the University for the Creative Arts.

“Enrolment” - Our acceptance of a form to register and payment for a course of study at OCA.

“Enquirer” - A person/s who have raised a question with OCA relating to one or more courses of study.

“Formative Feedback” - Feedback on your progress provided through written tutor reports and/or video tutorials.

“Level” – In relation to degree courses, a group of Units equating to 120 credits for undergraduate, and 180 credits for postgraduate. For example, HE4, HE5 and HE6 (undergraduate levels) and HE7 (postgraduate level).

“Personal Development” - The act of studying a course for its intrinsic knowledge and without submitting for assessment.

“Programme” - A course of study with OCA [at undergraduate and/or postgraduate level].

“Programme Specification” - A validated document that outlines and rationalises the programme aims, philosophy, learning, teaching and assessment strategies, and course of study.

“Study Session” - A defined period of time allocated for the study of a specified course, unit, level, and/or degree.

“Submission” - The act of sending completed learning activities in response to a Part of a Course to your Tutor for formative feedback.

“Unit” - A course unit that makes up a level of study on a degree programme bearing a specified number of credits, and/or a course studied for Personal Development.

“Unit Descriptor” - A validated document that defines individual Unit or Course’s content, syllabus, unit aims, learning outcomes, assessment outcomes, methods and criteria, and essential and recommended reading lists.

1.3 In addition to these Terms and Conditions, there are other Policies and procedures which apply to your enrolment as a student at OCA. These documents and details of them can be found in the locations as outlined below. It is your responsibility to read this document and all other Policies. Your Contract with OCA is constituted by these Terms and Conditions and the OCA Policies and procedures from time to time in combination.

1.3.1 Academic Regulatory Framework - for undergraduate courses only

1.3.2 Common Credit Framework - for postgraduate courses only

1.3.3 Non-Accredited Framework - for non-accredited courses only

1.3.4 Degree Programme Specifications

1.3.5 Admissions Policy

1.3.6 Assessment Policy

1.3.6 Student Code of Conduct

1.3.7 Tutor Allocation Policy

- 1.3.8 Withdrawal and Non-completion of Units Policy
- 1.3.9 Safeguarding Policy
- 1.3.10 Wellbeing Policy
- 1.3.11 Anti-Harassment & Bullying Policy
- 1.3.12 Equality & Diversity Policy
- 1.3.13 Offensive Content Policy
- 1.3.14 Online Etiquette Policy
- 1.3.15 Plagiarism and Malpractice in Coursework and Assessment Policy
- 1.3.16 Student Complaints Policy
- 1.3.17 Receiving a Criminal Conviction whilst Studying Policy
- 1.3.18 Intellectual Property Policy
- 1.3.19 Data Protection Policy
- 1.3.20 OCA Fees Schedule
- 1.3.21 Refund Policy
- 1.3.22 Anti-Bribery Policy

1.4 This Contract becomes binding from when you accept these Terms and Conditions as part of the enrolment process to OCA Courses, either through ticking the appropriate box on the online enrolment form, or from the date which we receive a signed paper enrolment form submitted by you.

## **2. Before You Enrol**

2.1 To enrol on a Course at OCA you need to complete an enrolment form and provide all information requested. Enrolment forms for each individual Course can be found on the respective pages on the OCA website [www.oca.ac.uk/our-courses/](http://www.oca.ac.uk/our-courses/). If for any reason you require a paper copy of this enrolment form or require it in alternative formats, please contact [enquiries@oca.ac.uk](mailto:enquiries@oca.ac.uk). Enrolment to a course will not be processed until receipt of a completed enrolment form and appropriate payment made.

2.2 It is the responsibility of you as a student to ensure that all the information provided is true and accurate to the best of your knowledge.

2.3 By submitting an enrolment form you confirm that the information provided is true and accurate to the best of your knowledge. If we discover that your enrolment contains incorrect or fraudulent information, or you are found to have omitted key information from your enrolment, we may withdraw you from the course with immediate effect. If such information is discovered after graduating from OCA we may revoke any award granted. In such circumstances, OCA shall have no obligation to refund any sums received from you.

2.4 Some Courses at OCA require you to apply for a place on the Course owing to limited available places and/or specific entry requirements applicable to that Course. To apply for a Course you must complete the appropriate application form and submit this to OCA.

- 2.5 Upon application for a Course your application will be considered against the entry criteria for that course. If your application and any provided evidence meet the entry requirements we will make you an unconditional offer. If you do not meet the entry requirements we will issue a letter setting out any outstanding criteria needed to satisfy the requirements and the timeframe available for doing so.
- 2.6 If you do not meet any outstanding requirements in the timeframe as outlined, your application will be rejected. For future intakes you would need to apply anew.
- 2.7 Applicants in receipt of an unconditional offer may defer their offer to the next available session of the Course by notifying OCA in writing. Further deferrals of the offer will require a new application be made.

### **3. Entry Requirements**

- 3.1 OCA is an open-access provider of Courses. With certain exceptions, no prior knowledge or study is required to gain entry to a Course. You should consult the Admissions Policy for details of any exceptions to this rule.

### **4. Changes to Courses**

- 4.1 OCA pursues a policy of continuous development of courses and services. Therefore, OCA may need to make changes to policies (including those listed above), regulations, course content, course structure, and/or any other element of its services, whether material and/or non-material in relation to OCA and the courses and services offered. This may be to incorporate best practice, new products and services, or where required by law or by an accrediting, commissioning or regulating body. We reserve the right to do so in accordance with these Terms and Conditions. Such changes may include without limitation removing or altering content, the withdrawal or variation of any of the courses, changes in tutor, changes in student services, alteration of tuition fees, entry requirements and/or services available from or provided by or on behalf of OCA.
- 4.2 Where changes are deemed to be minor and/or where there is no material disadvantage to you, you will be notified by email and published on our Changes and Corrections page on our website.
- 4.3 Major changes and/or where any change is deemed likely to significantly affect the Course or your ability to complete it, we will consult with affected students on the proposed changes except where such a change is required by law or by an accrediting, commissioning or regulating body. You will be notified of the changes by email and published on our Changes and Corrections page on our website.
- 4.4 Changes to Programme Specifications and/or Unit Descriptors will be communicated by email with three months notice in advance of the agreed change.

4.5 Where a consultation is required we will assess the changes against the needs of the wider student body.

4.6 If you are yet to start your Course and as a result of a change you wish to withdraw your enrolment you must tell us by emailing [enquiries@oca.ac.uk](mailto:enquiries@oca.ac.uk) within the timeframe we give you when we tell you about the changes.

4.7 If you are enrolled on a Course at OCA and as a result of the change to your Course you wish to withdraw from the Course, you must submit a Withdrawal Form to [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk). In such circumstances, you will not be charged in respect of fees for any element of the Course that has not, as at the date of cancellation, been delivered.

If you ask us to, we will try to provide a suitable alternative Course at OCA, or suggest another suitable alternative course with another provider (but we cannot guarantee you will be accepted to any other course).

4.8 OCA reserves the right to determine the impact of any change and the process required to undertake such change.

4.9 If we discontinue your Course for reasons beyond our control, and/or are unable to complete delivery of the Course we will notify you of this as soon as reasonably possible. In these circumstances we will endeavour to continue to provide access to the Course for a maximum period of five years or until all students currently enrolled have completed the Course, whichever is sooner.

4.10 If we are unable to provide the Course for a maximum period of five years or until all students currently enrolled have completed the Course, if this is sooner, we reserve the right to transfer you to a suitable alternative Course. If we are unable to provide a suitable alternative, or you are unhappy with the suggested alternative you may cancel this Contract and withdraw from the Course. In such circumstances, you will not be charged in respect of fees for any element of the Course that has not, as at the date of cancellation, been delivered.

## **5. Study**

5.1 We will deliver your Course according to the Course Specification/Descriptor applicable for that Academic Year.

5.2 You shall endeavour to fulfil the academic requirements of the Course in accordance with the Course Specification/Descriptor, ensuring all work is your own.

- 5.3 You will ensure that you have appropriate access to a computer, internet connection, and any other related technical requirements listed as part of your Course. OCA accepts no liability in this regard.
- 5.4 You will ensure compliance with all OCA Policies as listed in clause 1.3 above.
- 5.5 You acknowledge that distance and online degrees may not be recognised by relevant authorities such as ministries of education or regulators, including for the purposes of public sector employment or further study. You acknowledge that it is solely your responsibility to check the position regarding such recognition in your local context before enrolling on an OCA undergraduate or postgraduate degree, and that OCA makes no representation and bears no liability in this regard.

## **6. Fees**

- 6.1 You agree to pay all fees for your chosen Course, as outlined in the OCA Fees Schedule.
- 6.2 Where you enter into an agreement with OCA to pay fees via an instalment schedule, you acknowledge that, except as expressly stated in these Terms and Conditions, you will remain liable for the payment of those fees in all respects, including (without limitation) any additional charges as a consequence of non-payment, late payment or failed payment.
- 6.3 In circumstances where you are in receipt of funding from a third party or public body, for example Student Finance England or equivalent, you acknowledge that you are primarily responsible and liable for the payment of those fees, whether or not the third party or public body is in a position to pay or continue funding, and that you are also responsible for the consequences of non-payment, late payment or failed payment by the third party.
- 6.4 Fees may be refunded in line with the OCA Refund Policy.
- 6.5 We will not release the Course to you until payment of the appropriate fee has been received, or a third party or public body, for example Student Finance England have confirmed to us their commitment to fund your course.

## **7. Non-payment of fees**

- 7.1 Until all outstanding Course Fees are paid to us, we reserve the right to suspend or withhold all education-related services and facilities (including assessment entry, Virtual Learning Environment services, and provision of student support).
- 7.2 Before exercising our right to withhold or withdraw under clause 7.1, we will give you 5 working days' notice of our intention to do so.

- 7.3 You will not be allowed to apply for and/or submit any work for Assessment and we reserve the right not to allow you to enrol on further Courses until any outstanding amount due from you has been paid in full.
- 7.4 If you are in the final level of your Course, we will not release your certificate, or a letter of confirmation of award, until all outstanding Course Fees are paid. In order to attend the Graduation ceremony your Course Fees must be paid in full.
- 7.5 Any fee payments outstanding after a period of 28 days will be referred to a debt collection agency and will be subject to a surcharge of 15% plus VAT at the UK standard rate. Surcharges and any legal fees will be the responsibility of the student and are legally enforceable.

## **8. Your right to cancel**

- 8.1 As you are entering into this Contract remotely, without any face-to-face contact, you may cancel this Contract within 14 days of confirmation of enrolment, or being given access to the course materials through OCA's virtual learning environment, whichever is later ("The Cancellation Period").
- 8.2 To exercise your right to cancel, you must submit the Cancellation Form to [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk). We recommend that you seek a delivery receipt or confirmation of delivery to ensure that your cancellation has been duly received. The date we receive your notice is the Cancellation Date.
- 8.3 Where physical materials are provided as part of the Course, and you exercise your right to cancel within 14 days, you are responsible for returning such materials and for the costs associated with returning these physical materials to us.
- 8.4 Where there are licenced digital materials accessed as part of the Course, and you exercise your right to cancel the Course within 14 days, our consent to your downloading these digital materials is withdrawn. Such materials must not be downloaded, and any materials already downloaded and/or saved and/or reproduced in any medium must be destroyed.
- 8.5 If you have made any payment, or any payment has been made on your behalf under this Contract before the Cancellation Date, we will provide a full refund within 14 days of the Cancellation Date, subject to your complying with 8.3 and 8.4 above.

## **9. Complaints**

- 9.1 All complaints should be submitted in line with the provisions of the Student Complaints Policy.

## **10. Disciplinary Offences**

10.1 In the event of misconduct by you, as defined in the Student Code of Conduct, we may take action against you as defined in the Student Code of Conduct. This can include termination of the Contract between us and removal from your Course. In such an event, no refund will be due.

## **11. Intellectual Property**

11.1 You will comply with our Intellectual Property Policy throughout the Course.

## **12. Data Protection**

12.1 Your enrolment or application data will form part of your student record. By entering into the Contract with us, you are agreeing to us holding and processing your personal data including some special category personal data. We will process your personal data in accordance with Data Protection legislation, our Data Protection Policy, our Privacy Policy, and our Data Retention Schedule.

12.2 You agree that our Data Protection Policy, our Privacy Policy, and Data Retention Schedule, which can be found [here](#), apply to your enrolment and application with us.

## **13. General Terms**

13.1 In the event that the provisions of these Terms and Conditions conflict with the provisions of any of the documents listed in clause 1.3, the provisions of these Terms and Conditions shall prevail.

13.2 Each of the clauses in these Terms and Conditions operates separately. If a clause is declared unlawful, the remaining clauses will remain in full force and effect.

13.3 The Contract together with the policies and procedures of OCA from time to time, constitutes the entire agreement between you and us. All previous agreements, arrangements and understandings between you and us relating to your admission on to a Course, whether written or oral, shall have no legal effect unless expressly set out in the Contract.

13.4 Where a party fails to enforce its rights under this agreement, or delays in doing so, that will not mean that such party has waived its rights. Where we waive a default by you, this will only be valid when confirmed in writing, and will not apply to any subsequent default by you.



13.5 These are the terms of the Contract between you and us. No other person shall have any rights to enforce any of the terms.

13.6 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with English law.

13.7 We and you agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in relation to the Contract.