

Open College of the Arts (OCA)

Terms and Conditions from August 2023

Version no	Status	Owner	Approved by	Date of approval	Date of next review
1	Approved	Craig Dewis	OMG Board	01/08/2020	
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3	Approved	Craig Dewis	OCA Board	07/06/2022	June 2023

Summary of changes since last version

- Inclusion of document control
- Clarification on constitution of Contract and the policies that make up the Contract
- Clarification on application/enrolment processes
- Amendments to changes to units including a simplification of terms and details of how and when we will gain consent for changes
- Inclusion and clarification of OCA provided services and limitations on use
- Inclusion of terms applicable outside the UK and Ireland around use of Virtual Private Networks
- Confirmation of arrangements for change of awarding body
- Clarification of terms whereby OCA may withdraw students from their unit and specific circumstances which trigger this action
- Expansion of complaints and appeals procedures
- Expansion of Data Protection duties and the purposes for which OCA holds and processes data
- Inclusion of limitation of liability terms

1. Introduction

1.1 These terms and conditions (“Terms and Conditions”) represent the Contract 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 Unit offered by OCA you are agreeing that you both understand and accept these Terms and Conditions in full. If you require any assistance or have any questions relating to any of the provisions listed in these Terms and Conditions, please contact enquiries@oca.ac.uk before accepting an offer or enrolling on a Unit. If you would like correspondence from the OCA in alternative formats or you live in Wales and would like correspondence in Welsh, including these Terms and Conditions, please contact enquiries@oca.ac.uk. These Terms and Conditions supersede all previous terms and conditions.

1.2 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 in combination.

1.2.1 [Academic Regulations for Subsidiary Institutions of The Open University](#) - these set out the structure and governance of how OCA Units operate and you will be expected to follow this – you can only study one Unit at a time, and an undergraduate qualification must be completed within 12 years as set out in Section 7. There are set time limits for each individual component of an undergraduate Unit.

1.2.2 Non-Accredited Framework - for non-accredited Units only, these set out the structure and governance of how OCA short, foundation, and personal development Units operate.

1.2.3 Degree Programme Specifications – these set out the material information relating to your chosen Programme of Study including mode of study, assessment outcomes and practices, and Unit content. You will need to review this before accepting this Contract.

1.2.4 [Admissions Policy](#) - this sets out the criteria used for entry to OCA programmes, exemptions and other rulings relating to entry including, refusal of entry – international students must meet CEFR Level B2 in English Language for undergraduate and postgraduate programmes of study, and CEFR Level B1 for short and foundation courses, open access entry except in specified circumstances

1.2.5 [Summative Assessment Policy](#) - this sets out how OCA assessment events operate, the principles behind them, including assessment weightings; see paragraph 5.7 of these Terms and Conditions.

1.2.6 [Student Code of Conduct](#) - this sets out the disciplinary structures and expected behaviours of student, and the process that is followed if there is a breach. You agree to be bound by these; see section 11 of these Terms and Conditions.

1.2.7 Safeguarding Policy - this sets out OCAs statutory responsibilities and how we implement these to safeguard the physical, mental and emotional wellbeing of the wider community, including our responsibility to take action where there is immediate danger; see paragraph 5.5 of these Terms and Conditions.

1.2.8 [Student Complaints and Non-Academic Appeals Procedure](#) - this details the grounds and process by which a student may submit a complaint about OCA services or appeal an administrative decision that is taken; see section 10 of these Terms and Conditions.

1.2.9 [Student Fees Policy](#) – this sets out the fees applicable to OCA courses.

1.2.10 [Refund and Compensation Policy](#) - this sets out OCA refunds and compensation arrangements; see section 8 of these Terms and Conditions.

1.2.11 [Student Debt Policy](#) - this sets out what happens if tuition fees are not paid; see section 7 of these Terms and Conditions.

1.2.12 [Fitness to Study Policy](#) - this sets out how OCA will support students where there are physical, emotional, or mental difficulties or disabilities that impact on their or others' ability to study; see section 11 of these Terms and Conditions.

1.2.13 [Prevent Policy](#) - this sets out OCAs statutory responsibility to prevent people from being drawn into extremism and how OCA fulfils our responsibilities.

1.2.14 [Data Protection and Confidentiality Policy](#) – this acts as our Privacy Policy, and sets out how we collect, process, and store your data, and the purposes for which we collect this; see section 13 of these Terms and Conditions.

- 1.3 When studying a short course, foundation course, or an undergraduate Unit, this Contract becomes binding from when you accept these Terms and Conditions as part of the enrolment process to OCA Units, 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.
- 1.4 If studying a postgraduate Unit, this Contract becomes binding from the point at which you accept and return to OCA an Unconditional offer to study.
- 1.5 If studying on an undergraduate Unit of study, this Contract is specified for each individual Unit only. If you subsequently enrol on another Unit, a new Contract will be entered into for each Unit you undertake.
- 1.6 If studying on a postgraduate Unit of study, this contract is specified for each Academic Year.
- 1.7 For details on the specific terms used in this document please refer to Appendix 1, Glossary of terms.

2. Before You Enrol

- 2.1 OCA is an open access provider of Units; this means that with certain exceptions on English Language and ICT requirements (see section 3, Entry Requirements), and specific entry criteria for Postgraduate units and BA (Hons) Music Units (see our Admissions Policy), you do not need to apply to join a Unit. If you do not need to apply you can submit an enrolment form to join a Unit as set out in paragraph 2.2. Details on applications to Units are set out in paragraphs 2.8 - 2.13.
- 2.2 To enrol on a Unit at OCA you need to complete an enrolment form and provide all information requested, including your legal name. Enrolment forms for each individual Unit can be found on the respective pages on the OCA website 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. Enrolment to a unit will not be processed until receipt of a completed enrolment form and appropriate payment has been made.

- 2.3 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 and kept up to date throughout your studies. Information provided by you as part of enrolment is stored confidentially and processed with the express purpose of providing the Unit and other associated services. Full details on data processing and storage can be found in OCA's [Data Protection and Confidentiality Policy](#). See section 9 of these Terms and Conditions.
- 2.4 **By submitting an application or enrolment form you confirm that the information provided is true and accurate to the best of your knowledge. If we discover that your application or enrolment contains incorrect or fraudulent information, or you are found to have omitted key information from your enrolment, we may withdraw you from the Unit 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. Please refer to the [Student Code of Conduct](#) for details on the process and outcomes.**
- 2.5 Once you have submitted an enrolment to study with OCA, OCA will review your enrolment to check that all of the required information is there and that no limitations on entry apply to you as set out in paragraphs 2.6 and 2.7 (availability of spaces), 2.11 (Criminal Convictions) and 2.13 (Refusal of entry). For full details see our [Admissions Policy](#). Once this check has been successfully completed we will notify you of our acceptance of your enrolment.
- 2.6 Numbers of spaces on OCA short Units and Postgraduate Units are limited and entry to those Units is subject to there being an available space, in addition to any other entry criteria (please see paragraph 2.1 and our [Admissions Policy](#)). If we are unable to accept your enrolment or offer you a place to study on these Units due to lack of available spaces we will let you know within 10 working days after you apply.
- 2.7 At OCA there are capacity limits to our Units (excluding those set out in paragraph 2.6) relating to availability of tutors; where we are unable to accept your enrolment due to unavailability of tutors we will let you know and provide you with an estimated waiting time, within 10 working days of your submitted enrolment.
- 2.8 Postgraduate Units at OCA are subject to an application process; please see our [Admissions Policy](#) for details. If applying for entry to a Postgraduate Programme of Study your application will be considered against the entry criteria for that Unit. If your application and any provided evidence meet the entry requirements we will make you an unconditional offer, unless there are no available places on that Unit, even if you meet our criteria (please see paragraph 2.6). 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.
- 2.9 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.
- 2.10 Applicants in receipt of an unconditional offer for either a short course or Postgraduate Programme of Study may defer their offer to the next available session of the Unit by

notifying OCA in writing, subject to available spaces as set out in paragraphs 2.6 and 2.7. Further deferrals of the offer will require a new application be made.

2.11 Applicants and students are required to disclose relevant unspent convictions as defined by the [Rehabilitation of Offenders Act 1974](#) at the point of enrolment. If you receive a relevant unspent conviction whilst studying you are required to inform OCA immediately as defined by the [Rehabilitation of Offenders Act 1974](#). Depending on the nature of the conviction, OCA may impose restrictions of services, or refuse entry to a unit of study, as set out in OCA's [Criminal Convictions Policy](#). Failure to disclose a relevant spent or unspent conviction will result in disciplinary action being taken as set out in the [Student Code of Conduct](#).

2.12 Applicants and students with disabilities or long term health conditions are encouraged to speak to OCA if these impact upon your ability to study effectively. You will be asked at application and/or enrolment to declare any disabilities or long term health conditions; this is for statutory reporting purposes to the Office for Students and Higher Education Statistics Agency regarding reasonable adjustments that may be made in order to help facilitate access to a Unit. Where applicable, applicants and students will be encouraged to apply for [Disabled Student Allowance \(DSA\)](#). OCA may make reasonable adjustments to the Unit to assist you in studying effectively; this may involve changing the way in which you study or the materials you access. For further details on reasonable adjustments please speak to learnersupport@oca.ac.uk or see the [Student Accessibility Policy](#). OCA may make additional reasonable adjustments to any recommended and/or provisioned adjustments by DSA, as set out in OCA's [Student Accessibility Policy](#). Where you have accessibility needs, OCA will endeavour to provide you with your preferred adjustment, however on occasion this may not be possible; where this is the case we will tell you and the reasons why. OCA recommends that reasonable adjustments through DSA and/or OCA are put in place prior to the start of study; OCA accepts no liability for disruption of study in this regard.

2.13 OCA may refuse entry to a Unit of study in relation to specific circumstances detailed here:

- Failing to meet entry requirements (see paragraph 2.1 and section 3, Entry Requirements),
- Physical, mental, emotional, or behavioural factors covered within either the [OCA Fitness to Study procedures](#), or [The Open University Fitness to Study Policy](#),
- Disciplinary procedures as laid out in either the [OCA Student Code of Conduct](#), or [The Open University Code of Practice for Student Discipline](#),
- As the result of a relevant spent or unspent criminal conviction as defined by the [Rehabilitation of Offenders Act 1974](#) (paragraph 2.11),
- No active engagement with a previous Unit as set out in the [Active Study Policy](#) (paragraph 5.10),
- Through tuition fee debt as laid out in section 7 (Non-payment of fees),
- Due to previous academic failure of OCA Units (see [Admissions Policy](#)),
- Or where limited Unit places have already been taken up (paragraphs 2.6 and 2.7).

2.14 Where you have been refused entry to a Unit, appeals can be made through the [OCA Student Complaints and Non-Academic Appeals Procedure](#) where you believe an administrative error has been made.

3. Entry Requirements

- 3.1 OCA is an open-access provider of Units. With certain exceptions for Postgraduate Units and some BA (Hons) Music Units, no prior knowledge or study is required to gain entry to a Unit. For full details on specific Unit exemptions and other extensions, please refer to OCA's [Admissions Policy](#).
- 3.2 All students must self-assess against ICT competencies listed in OCA's [Admissions Policy](#) and confirm that they meet the requirements listed for the Unit. OCA bears no liability in this regard. Further details of the digital capabilities and system requirements for the Unit are provided in the [Student Computing Policy](#). If for any reason you struggle with ICT throughout your Unit, you will be expected to undertake supplementary study (not necessarily with OCA) to learn the necessary skills; direction to appropriate learning can be provided.
- 3.3 Non-UK nationals are required to have achieved a certain standard of English language ability for entry to OCA Units; this is defined as level B1 of the [Common European Framework of Reference for Languages \(CEFR\)](#) for entry to foundation and short Units, and level B2 of the CEFR for entry to undergraduate and postgraduate degree Units.

4. Changes to Units

- 4.1 OCA pursues a policy of continuous development of Units and services. Therefore, OCA may need to make changes to policies (including those listed in paragraph 1.2), regulations, Unit content, Unit structure, and/or any other element of its services, whether material and/or non-material in relation to OCA and the Units 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. Such changes may include without limitation removing or altering content, the withdrawal or variation of any of the Units, changes in tutor, changes in student services, changes to library services, changes in validating and/or awarding provider, alteration of tuition fees, entry requirements and/or services available from or provided by or on behalf of OCA. For further information on changes please refer to the [Academic Regulations for Subsidiary Institutions of The Open University](#) and [Student Protection Plan](#).
- 4.2 Where we make changes to your Unit whether there is a material disadvantage to you or not, you will be notified by email and we will gain your consent prior to making these changes.
- 4.3 In circumstances where major changes are proposed and/or where any change may significantly affect the Unit or your ability to complete it (for example, changing the Unit structure, addition or removal of optional Units, or changes to learning outcomes), we will consult with affected students on the proposed changes to the extent practicable, acknowledging that where such a change is required by law or by an accrediting, commissioning or regulating body, we may not be able to do so before the change is made.

4.4 If you are yet to start your Unit, and we have to change your Unit, we will use reasonable efforts to ensure that changes are kept to a minimum. However, if we need to make any material changes to your Unit before you enrol we shall bring the changes to your attention as soon as possible, and if you do not consent to these changes, you may terminate your Contract (without any liability to us for tuition fees) by emailing enquiries@oca.ac.uk within the timeframe we give you when we tell you about the changes.

4.5 If you are enrolled on a Unit at OCA and, as a result of the change, decide to withdraw from the Unit, you must submit a [Withdrawal Form](#) to cancellationsandwithdrawals@oca.ac.uk. In such circumstances, you will not be charged in respect of fees for any element of the Unit that has not, as at the date of cancellation, been delivered. You will remain liable for any fees incurred up to the date when your notice to us expires.

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

4.6 If we discontinue a Unit we will notify you of this with at least one month notice and provide you with options to continue to study for the Unit duration, transfer to an alternative Unit either at OCA or another institution, or to withdraw from the Unit with any credits awarded up to that point. Wherever possible, we will endeavour to continue to provide access to the Unit for up to two years or until all students currently enrolled have completed the Unit, whichever is sooner. Please refer to [The Open University's Student Protection Plan](#) for further details.

4.7 In circumstances where your original Unit is withdrawn or discontinued for whatever reason, and you choose to transfer to another institution or withdraw from the Unit and cancel this Contract, you will not be charged in respect of fees for any element of the Unit that has not, as at the date of cancellation, been delivered. Full details of compensation, refunds and alternative study options are provided within the OCA [Refund and Compensation Policy](#).

4.8 If you are registered for a Programme of Study and OCA has approved the withdrawal of that Programme of Study, you will be given notice of the withdrawal and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required Units. If the period for withdrawal is shorter than the Programme of Study time limit then the withdrawal date will override the Programme of Study time limit. Except in the circumstances set out below, the minimum period of notice that you will be given will be sufficient for you to complete the Programme of Study at half of the full-time equivalent rate assuming that you do not defer or fail any Unit or take any study break.

4.8.1 The notice period set out above may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the Programme of Study for the change to be made in a shorter period of time.

4.8.2 If you are unable to complete your Programme of Study within the notice period you will be able to obtain advice and guidance to help you move to a related qualification at another institution.

- 4.9 In circumstances where your original Programme of Study is withdrawn or discontinued for whatever reason, and you choose to transfer to another institution or withdraw from the Programme of Study and cancel this Contract you will not be charged in respect of fees for any element of the Programme of Study that has not, as at the date of cancellation, been delivered. Full details of compensation, refunds and alternative study options are provided within the OCA [Refund and Compensation Policy](#).
- 4.10 Undergraduate and Postgraduate Units delivered by OCA are awarded by The Open University. At any point the awarding institution may change, and any associated services provided by that institution. In such circumstances, where feasible, OCA will engage services of alternative awarding institutions and associated services as necessary. The awarding institution will always be a UK Higher Education Provider (HEP) officially recognised by the Office for Students (OfS). Where this occurs we will notify you of the change and gain your consent to transfer to the changed awarding institution, continue with the existing awarding institution, or to withdraw and cancel this Contract.
- 4.11 Where you choose to withdraw due to the change in awarding institution and cancel this Contract you will not be charged in respect of fees for any element of the Unit or Programme of Study that has not, as at the date of cancellation, been delivered. Full details of compensation, refunds and alternative study options are provided within the OCA [Refund and Compensation Policy](#).

5. Study

- 5.1 We will make all reasonable provisions to deliver your Unit according to the Programme/Unit Specification/Descriptor applicable for that Academic Year. Entitlement to services linked to a Unit of study includes access to a Programme of Study, advice and guidance, and student community:
- 5.1.1 Programme of Study – Unit materials, access to a specialist tutor, resources including online access to library resources, e-books and journals.
 - 5.1.2 Advice and Guidance – materials providing advice on key aspects of studying at OCA, access to free Units provided by OCA, support from specialist support teams at OCA.
 - 5.1.3 Student Community – access to online resources through OCA provided services including OCA Discuss, OCA Learn, and membership of the OCA Student Association.
- 5.2 To progress on a Programme of Study you must fulfil the academic requirements of the Unit in accordance with the Programme Specification/Unit Descriptor, ensuring all work is your own and produced during the Unit. Copying of others' work (plagiarism) and other academic misconduct is covered by OCAs [Academic Misconduct Policy](#) (see paragraph 11.2). If you live in Wales and wish to submit your work in Welsh please refer to our [Assessment through the medium of Welsh Policy](#) for details.
- 5.3 You are responsible for ensuring that you have appropriate access to a computer, internet connection, and any other related technical equipment or facilities that are necessary or

recommended to enable you to enrol on, participate in and complete your Unit. OCA accepts no liability in this regard. You accept the exclusive use of OCA provided email, virtual learning environment, and learning log/reflective commentary/blogging systems for communications with OCA during your studies except where an exemption is authorised, either as part of enrolment or disciplinary action. You agree that you will be responsible for checking your OCA email address on a regular (at least weekly) basis.

- 5.4 OCA will ordinarily communicate with you through use of OCA provided email systems, through our virtual learning environment, and on our blog #weareoca. If you live in Wales and wish to communicate in Welsh, please contact studentadvice@oca.ac.uk. In addition, we may call you on numbers you provide either where you request this, if something is urgent, or if we have not had contact with you via email. Where phone calls are made, either by you to OCA or OCA to you, these will be recorded. Phone recordings are retained for 30 days with some exceptions for complaints and complex cases as set out in our [Data Retention Schedule](#).
- 5.5 If you or another person(s) disclose information to OCA via communications listed in 5.3 and 5.4 above that affects our statutory Safeguarding and/or Prevent responsibilities (in line with our [Safeguarding](#) and [Prevent](#) Policies) OCA employees have a statutory obligation to share relevant information with appropriate internal OCA colleagues, or external organisations such as the emergency services, Child and Adult Protection Services, and/or Channel.
- 5.6 Upon registering for an OCA Unit, you agree for the duration of your studies to act in accordance with the principles laid out in the [OCA Student Charter](#) and to abide by the [OCA Student Code of Conduct](#) at all times, see paragraph 11.1.
- 5.7 **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. OCA makes no representation that its Units and/or Programmes of Study will satisfy any particular criteria or be recognised by any body or organisation, other than as expressly stated in its published information. You acknowledge that it is your responsibility to check that a Unit you enrol on with OCA meets your needs and any particular requirements before enrolling.**
- 5.8 You recognise that no guarantee of outcome of study is made. OCA will use academic judgement to consider your work against the learning outcomes for that Unit of study and award credit if these outcomes are met. Any fails incurred during a Unit are subject to the procedures listed in the [Academic Regulations for Subsidiary Institutions of The Open University](#).
- 5.9 By agreeing to these Terms and Conditions for all accredited study with OCA you hereby agree to a Programme of Study leading to an Undergraduate or Postgraduate qualification that is awarded by The Open University and governed by the [Academic Regulations for Subsidiary Institutions of The Open University](#).
- 5.10 Any Personal Data supplied by you is processed according to [OCA's Data Protection and Confidentiality Policy](#) (please see section 13 of these Terms and Conditions, Data

Protection), and held for the purposes of providing services in relation to your Unit. Any data we hold may be viewed and/or amended by you, please submit any such request in writing to studentadvice@oca.ac.uk.

- 5.11 All live classes will be delivered Monday to Friday between the hours of 08:00 and 20:00 UK GMT (“**Normal Class Hours**”). OCA is a distance learning organisation; as such all classes are delivered online through video conferencing software. OCA will attempt to schedule classes and group sessions at times to suit as many students as possible but cannot guarantee in this regard. There may be instances where classes could be held outside of the Normal Class Hours due to unforeseen circumstances in which event we will provide you with reasonable notice of any changes to the times of the classes. No classes will take place on recognised UK public holidays.
- 5.12 The following Condition only applies to individuals planning to study with OCA when resident (temporarily or permanently) outside of the UK and Ireland. To be able to engage with your studies, you will be provided with access to the particular materials provided through OCA Learn, OCA Spaces, and The Open University Library. To obtain these, you will need to sign in to your student account. In the majority of cases, the ability to sign in to your student account and use all digital services will be fully accessible. However, in a small number of geographical locations (please see guidance on [accessing OCA systems](#) and from The Open University “[Help with signing in to OU systems](#)”), access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying with OCA from outside the UK and Ireland, please see [OCA guidance](#) and “[Help with signing in to OU systems](#)” for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact studentadvice@oca.ac.uk.
- 5.13 OCA is not responsible for which VPN provider you opt to use to sign in to your student account. It is your responsibility to ensure the VPN provider you use is compatible with the location you are in or intend to travel to. It is also your responsibility to ensure you are aware of any legal requirements or restrictions in the location you choose to study in when using VPN to access your studies.
- 5.14 If you are unable to access your Unit via a VPN because of restrictions in your place of residency, then you will be offered a full or partial refund. This is limited to locations where VPN access is either prohibited or restricted by law. If you are unsure how this will affect your studies, please contact studentadvice@oca.ac.uk.
- 5.15 If there are VPN providers available in your place of residency (albeit with a limited service), it is your responsibility to ensure that you make use of these VPN providers when studying. If you are unsure how this will affect your studies, please contact studentadvice@oca.ac.uk.
- 5.16 A refund will not be provided in the event of any technical issues that may arise with your VPN.
- 5.17 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online by arranging to have access via a

suitable VPN provider, or you download materials prior to travelling. If you are unsure how this will affect your studies, please contact studentadvice@oca.ac.uk.

6. Fees and Costs

- 6.1 You agree to pay all fees for your chosen Unit, as outlined in the [OCA Fees Schedule](#). Information on fees, funding and other costs for the current academic year are provided on the [OCA website](#).
- 6.2 Where you enter into a contract 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 [Student Fees Policy from August 2023](#).
- 6.5 We will not release the Unit to you until payment of the appropriate fee has been received, or a third party or public body, for example Student Finance England has confirmed to us their commitment to fund your Unit.
- 6.6 In addition to Unit fees there may be other costs associated with studying the Unit, such as cost of materials, computer software, or other related provisions. The OCA gives an indication of the likely cost of study on the [OCA website](#): however, these are only estimates and the true cost to you may be higher. All such costs will be borne by you, regardless of whether you complete the Unit.

7. Non-payment of fees

- 7.1 Until all outstanding Unit tuition 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), please see paragraph 5.1 for full details of services.
- 7.2 Before exercising our right to withhold or withdraw under clause 7.1, we will give you 14 calendar days' notice of our intention to do so.

- 7.3 You will not be allowed to submit any work for Assessment and we reserve the right not to allow you to enrol on further Units until any outstanding tuition fees due from you have been paid in full.
- 7.4 If you are in the final level of your Unit, we will not release your certificate, or a letter of confirmation of award, until all outstanding Unit tuition fees are paid. In order to attend the Graduation ceremony your Unit tuition fees must be paid in full.
- 7.5 Any debts including tuition 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 and withdrawal

- 8.1 As you are entering into this Contract remotely, without any face-to-face contact, you may cancel this Contract within 14 days inclusive of when you receive the Confirmation of Enrolment Notification ("The Cancellation Period").
- 8.2 To exercise your right to cancel and receive a full refund, you must email the [Cancellation Form](#) to cancellationsandwithdrawals@oca.ac.uk within 14 days of receiving the Confirmation of Enrolment Notification. We will confirm with you when we receive your Cancellation Form. If you have not received this confirmation within 10 working days please contact cancellationsandwithdrawals@oca.ac.uk. The date we receive your notice is the Cancellation Date.
- 8.3 Where physical materials are provided as part of the Unit, and you exercise your right to cancel within 14 days inclusive, 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 Unit, and you exercise your right to cancel the Unit within 14 days inclusive, 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 inclusive of the Cancellation Date, subject to your complying with 8.1, 8.2, 8.3 and 8.4 above.
- 8.6 **You may choose to withdraw from your Unit of study following the Cancellation Period. If you withdraw from the Course after the inclusive 14 day cancellation period, no refund or reduction of fees is due, and OCA accepts no liability for any loss or damage incurred as a result. Please see OCA's [Refund and Compensation Policy](#).**
- 8.7 If you are enrolled to an Undergraduate or Postgraduate Unit and choose to withdraw, you will also be withdrawn from our awarding institution for all Units you are enrolled to, and any overall award.

9. Withdrawal by OCA

- 9.1 OCA may withdraw you from your Unit under certain circumstances, summarised under [Fitness to Study](#) (see 9.2), disciplinary procedures under the [Student Code of Conduct](#) (see 9.3), no active engagement with study under the [Active Study Policy](#) (see 9.4), through poor academic standing/failure at assessment under the [Assessment Policy](#) (see 9.5), if you interrupt your studies for longer than the specified period (see 9.6), through non payment of tuition fees under the [Student Debt Policy](#) (see 9.7), through safeguarding concerns either via the [Safeguarding](#) or [Prevent Policies](#) (see 9.3), through the receipt or failure to disclose a relevant spent or unspent criminal conviction under the [Criminal Convictions Policy](#) (see 9.8), or through the provision of fraudulent information or failure to provide updated information throughout studies (see 9.9).
- 9.2 Under Fitness to Study, if your behaviour, despite support, is harmful to yourself, to others, or to the operations of OCA you may be withdrawn from your Unit and/or Programme of Study. Full details of the process is covered in the [Fitness to Study Policy](#).
- 9.3 Disciplinary procedures brought against you under the [Student Code of Conduct](#) may result in your withdrawal from the Unit where it is found that your actions/behaviours have contravened the [Student Code of Conduct](#). Full details on what constitutes adequate conduct and the procedures for investigation and consequences is covered in the [Student Code of Conduct](#). This also references issues covered in OCAs [Safeguarding](#) and [Prevent](#) policies, where it is found that you pose a risk to yourself or others you may be withdrawn from your Unit and/or Programme of Study.
- 9.4 OCA monitors study engagement and progression for student support, and as required by funding bodies such as Student Finance England, Wales, and Northern Ireland. Where there is no active engagement with study, despite support from OCA, OCA will withdraw you from studies, and from the awarding institution, and communicate this to your relevant funding body if applicable. Full details of how OCA monitors engagement and progression, and what happens where there is no active engagement or progression is set out in OCA's [Active Study Policy](#).
- 9.5 Where at assessment you have failed a core Unit as set out in the Programme Specification, and exhausted all resit opportunities, you will be withdrawn from the Unit and/or Programme of Study. Full details of assessment practice are covered in the [Summative Assessment Policy](#), and [Academic Regulations of Subsidiary Institutions of The Open University](#).
- 9.6 Once you have completed a Unit on an Undergraduate or Postgraduate Programme of Study you may take a short break before enrolling to the next Unit. If your period of interruption exceeds the maximum time allowed under the [Academic Regulations of Subsidiary Institutions of The Open University](#), you will be deemed as lapsed and withdrawn from the Unit and/or Programme of Study.

- 9.7 OCA may withdraw you from the Unit and/or Programme of Study due to non-payment of tuition fees. For full details of how this is applied see the [Student Debt Policy](#).
- 9.8 If you receive a relevant spent or unspent criminal conviction as defined by the [Rehabilitation of Offenders Act 1974](#) whilst studying, you may be withdrawn from the Unit and/or Programme of Study where the conviction poses unmitigatable risks to OCA and the OCA community, brings OCA into disrepute, or where as a result of your conviction OCA cannot feasibly support or provide access to the Unit. Please see the [Criminal Convictions Policy](#) for details.
- 9.9 If you provide false or inaccurate information to OCA as part of enrolment or fail to maintain accurate information once enrolled to a course, you may be withdrawn from your studies.
- 9.10 If you are withdrawn from your Unit and/or Programme of Study by OCA for any of the reasons outlined above, no refund of fees will be due.
- 9.11 Where you are withdrawn from your Unit and/or Programme of Study by OCA for any of the reasons above, where applicable, you will also be withdrawn from the awarding body for that Unit and/or Programme of Study.

10. Complaints and Appeals

- 10.1 All complaints should be submitted in line with the provisions of the [Student Complaints and Non-Academic Appeals Procedure](#). Complaints must be made within 28 days of the issue occurring.
- 10.2 Administrative appeals where you are contesting an administrative decision that has been made are covered by the [Student Complaints and Non-Academic Appeals Procedure](#). Administrative appeals must be made within 28 days of the decision being made.
- 10.3 Academic appeals where you are contesting an academic decision that has been made are covered by the [Academic Appeals Policy and Procedure](#). Academic appeals must be made within 28 days of the issue occurring.
- 10.4 After the conclusion of internal OCA complaints and/or appeal processes, students may refer their case to the Office of the Independent Adjudicator for review. The Open University as the awarding institution is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

11. Disciplinary Offences

- 11.1 You agree to comply with the [Student Code of Conduct](#) for the duration of your studies. 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 Unit. In such an event, no refund will be due.

- 11.2 You agree to comply with the [Academic Misconduct Policy](#) for the duration of your studies. In the event of misconduct by you, as defined in the [Academic Misconduct Policy](#), we may take action against you as defined in the [Academic Misconduct Policy](#). This can include termination of the Contract between us and removal from your Unit. In such an event, no refund will be due.

12. Intellectual Property

- 12.1 You will comply with our [Intellectual Property Policy](#) throughout your studies.

13. Data Protection

- 13.1 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 and Confidentiality Policy](#), and our [Privacy Policy](#).
- 13.2 You agree that our [Data Protection and Confidentiality Policy](#), and our [Privacy Policy](#), apply to your enrolment, application, and ongoing studies with us.
- 13.3 If you are enrolling to an undergraduate or postgraduate Unit, some information you provide to us will be transferred to the awarding institution for the purposes of registration and provision of access to specified services. Data that we transfer contains both Personal and some Special Category Data.
- 13.4 Under the Higher Education and Research Act 2017, OCA is required to provide data about our students on undergraduate and postgraduate units to the Office for Students (OfS) and Higher Education Statistics Agency (HESA), the Designated Data Body for England. To provide this information, OCA transfers data to the awarding institution to be included in their data submission and includes Personal and Special Category Data.

14. Disclaimer

- 14.1 OCA will use all reasonable endeavours to deliver the services specified in this Contract. Sometimes circumstances beyond our control may affect or delay our ability to provide services and/or facilities. These circumstances include but are not limited to:

14.1.1 Industrial action by OCA staff and/or third parties

- 14.1.2 Unforeseen absence or departure of key members of staff
- 14.1.3 Power failure
- 14.1.4 Acts of terrorism
- 14.1.5 Pandemics, epidemics, and other threats to public health
- 14.1.6 Fire
- 14.1.7 Severe weather conditions
- 14.1.8 Natural disasters
- 14.1.9 Political or civil unrest

14.2 Where events outside of OCA's control occur, OCA will notify you of the events, and take all reasonable steps to minimise disruption to you and the services offered, by, for example, varying the services or delivering a modified version of the Unit.

14.3 If such an event results in the complete inability to deliver your Unit for a continued period of three (3) months or more then you will be entitled to terminate your Unit with immediate effect by contacting cancellationsandwithdrawals@oca.ac.uk by email or in writing for the attention of the Head of Finance (see paragraph 17.1 for OCA's postal address) . You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative programme and you may wish to contact registry@oca.ac.uk to discuss this.

14.4 If you decide to terminate your Unit in such circumstances, you will remain liable for fees incurred up until the date when you inform us of your decision. You will have no liability for fees after that time, and you will be refunded any excess payment you have made.

14.5 OCA will take all reasonable steps to provide the educational services that you have registered or enrolled to receive. Where there are circumstances outside of our control where we are unable to provide those services in full or in part Section 4 (changes to courses) of these Terms and Conditions set out how we will attempt to maintain equitable services.

15. Limitation of Liability

15.1 Nothing in these Terms and Conditions will limit or exclude OCA's liability:

15.1.1 for death or personal injury arising from our own negligence; or

15.1.2 for fraud or fraudulent misrepresentation; or

15.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.

15.2 OCA shall not be liable and expressly excludes liability for:

15.2.1 damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;

15.2.2 for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of OCA's;

15.2.3 any losses which were not foreseeable to you and us when this Contract was formed and that were not caused by any breach on our part.

15.3 The total liability of OCA in respect of all claims arising out of or in connection with this Contract is limited to the tuition fees paid by you in respect of your Unit of study with OCA.

16. General Terms

16.1 If this Contract conflicts with any of the documents listed in paragraph 1.2, this Contract shall prevail.

16.2 Each of the paragraphs in this Contract operates separately. If a paragraph is declared unlawful, the remaining paragraphs will remain in full force and effect.

16.3 The Contract together with the policies and procedures of OCA listed in paragraph 1.2, constitutes the entire agreement between you and us.

16.4 Where either you or OCA fails to enforce its rights under this Contract, or delays in doing so, that will not mean that either you or OCA has waived its rights. Where we waive a tuition fee default by you, this will only be valid when confirmed in writing, and will not apply to any subsequent tuition fee default by you.

16.5 These are the terms of the Contract between you and us. No other person(s) other than The Open University shall have any rights to enforce any of the terms, except where appointed as an advocate, and no other person(s) other than The Open University shall have any rights under or in connection with the Contracts (Rights of Third Parties) Act 1999.

16.6 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.

16.7 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.

17. Contact Us

17.1 OCA's registered address is:

The Michael Young Arts Centre
Room 201, DMC 02
County Way
Barnsley
S70 2AG

Appendix 1 - Glossary of terms

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

“Academic Regulations for Subsidiary Institutions of The Open University” - the set of rules outlining how OCA [undergraduate] Units are governed and implemented.

“Applicant” - a person who applies to study a Unit or Unit with OCA that must meet specified criteria before they can be accepted.

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

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

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

“Conditional Offer” - an offer of a place of study to a Unit or Unit made to an Applicant with specified conditions that must be met before the Applicant can join the Unit.

“Contract” – also referred to as ‘Terms and Conditions’ means the legal agreement made between you and us in relation to you studying a Unit as provided by OCA.

“Unit” - specified unit of study as offered by OCA.

“Degree” - a Programme of Study leading to a degree qualification that is awarded by The Open University (from 1 August 2023 onwards) or the University for the Creative Arts (up to 31 January 2024).

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

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

“Lapsed” – Where a student takes an extended break between Units or Levels without active engagement.

“Level” – In relation to degree units, 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).

“OCA Website” - OCA’s public facing website <https://www.oca.ac.uk/>- OCA Policies can be found at <https://www.oca.ac.uk/about-us/our-policies/>

“Personal Data” - information that relates to an identified or identifiable individual. This can include a name or number or may relate to other factors such as an IP address or cookie identifier.

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

“Programme of Study” – An awarded programme of multiple Units of study with OCA [at undergraduate and/or postgraduate level].

“Programme Specification” - An approved document that outlines and rationalises the programme aims, philosophy, learning, teaching and assessment strategies, and unit of study.

“Special Category Data” - personal data that needs more protection because it is sensitive. This includes racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data about a person’s health, data about a person’s sex life, and data about a person’s sexual orientation.

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

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

“Unconditional Offer” - an offer of a place of study to a Unit or Unit made to an applicant where all conditions have been met.

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

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