



# Terms and Conditions 2026-27

## Certificate of Higher Education

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## Alternative Format, Support and Information

If you need this document in an alternative format or have any questions about its content, please see the contact options below.

OCA welcomes correspondence in Welsh and corresponding with us in Welsh will not lead to a delay. If you would like a copy of these Terms and Conditions in Welsh, please contact [enquiries@oca.ac.uk](mailto:enquiries@oca.ac.uk).

## How to contact us

- **Email** [enquiries@oca.ac.uk](mailto:enquiries@oca.ac.uk)
- **Helpdesk** [Zendesk](#)
- **Book** to speak to an adviser through our [Contact Us](#) page.
- **Write** to us at our registered address:

The Michael Young Arts Centre  
Room 301, DMC 02  
County Way  
Barnsley  
S70 2AG

## 1. Scope

- 1.1. These Terms and Conditions apply to students enrolling on a Certificate of Higher Education (Cert HE) course that starts in the academic year 2026/27 (which runs from 1st August 2026 to 31st July 2027).
- 1.2. These Conditions do not apply to:
  - 1.2.1. Undergraduate students on a full degree pathway: please refer to the Undergraduate Terms and Conditions.
    - 1.2.1.1. Students on a full undergraduate degree pathway who exit with an award of a Certificate of Higher Education; please refer to the Undergraduate Terms and Conditions.
  - 1.2.2. Foundations courses: please refer to the Foundation Courses Terms and Conditions.
  - 1.2.3. Short Courses: please refer to the Short Courses Terms and Conditions.
  - 1.2.4. You can find copies of all sets of Terms and Conditions on the [OCA website](#).

## 2. Introduction

- 2.1. These Terms and Conditions set out the terms of the agreement between the student (“you”) and the Open College of the Arts (“OCA”, “us”, “we”, “our”). They incorporate and refer to relevant OCA policies, procedures, regulations and codes of practice which are listed in the [Related Documents](#) section. Key messages from these documents are highlighted throughout these Terms and Conditions and can be found on our [Policies Page](#). Together, these documents explain your rights and obligations as a student of OCA.
- 2.2. It is important that you understand these Terms and Conditions and the commitment you are making, so please read them carefully. If there is anything in these Terms and Conditions or any of the documents referred to that you do not understand or wish to discuss, please [contact us](#).
- 2.3. By enrolling on a Cert HE course offered by OCA you are agreeing that you understand and accept these Terms and Conditions.
- 2.4. A list of [definitions](#) is included to explain the terms used in this document.

## 3. The Terms of the Agreement

- 3.1. You are entering into a legal agreement with OCA when we confirm to you in writing (by letter or email) that the enrolment process is complete.
- 3.2. The legal agreement is for the length of the Cert HE course you have enrolled on. If you have enrolled on the full-time mode, your course and this agreement will be for one year. If you have enrolled on the part-time mode, your course and this agreement will be for two years. If there is anything that you do not understand, contact OCA before you sign the legal agreement.
- 3.3. OCA allows you to study over an extended period. It may be necessary to make changes to the Terms of this agreement, its rules and regulations where necessary to improve the student experience, comply with regulatory requirements, ensure the efficient and economic use of OCA resources, maintain standards, correct errors, and/or to incorporate new technologies, ideas, or methods.

- 3.4. Through the OCA Governance approval process, we may change rules, regulations, policies and procedures in the circumstances set out in the [Academic Regulations for Subsidiary Institutions of The Open University](#). We will give reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in the Academic Regulations for Subsidiary Institutions of The Open University, and these Terms and Conditions will incorporate and be subject to changes that take effect during the period for which these Terms and Conditions apply.
- 3.5. **It is your responsibility to check that your chosen Cert HE course meets your needs before you enrol. It is your responsibility to ensure that qualifications studied by distance learning are recognised by any professional body, organisation, or country in which you intend to use that study.**
- 3.6. By signing up to these Terms and Conditions, you understand and agree to study a Certificate of Higher Education course that is awarded by The Open University and governed by the [Academic Regulations for Subsidiary Institutions of The Open University](#).
- 3.7. As an OCA student, you agree to access only those Open University services that are specified in your welcome documentation and OCA course content.
- 3.8. These are the terms of the Contract between you and us. No third party, except where appointed as an advocate, shall have any rights to enforce any of the terms or have any rights under or in connection with the Contracts (Rights of Third Parties) Act 1989.
- 3.9. These Conditions, any supplementary agreement, and OCA's rules, regulations, policies, and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales. All disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.
4. **Disclosing criminal convictions, legal restrictions, and conditions**
- 4.1. You are required to disclose any relevant unspent convictions when you complete the enrolment form. You are also required to inform us immediately if you receive a relevant unspent conviction at any point

during your studies. Relevant unspent convictions are defined by the [Rehabilitation of Offenders Act 1974](#) and include but are not limited to:

- 4.1.1. Offences listed in the Sexual Offences Act 2003 (in the United Kingdom; or equivalent Act outside of the United Kingdom);
  - 4.1.2. 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;
  - 4.1.3. Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
  - 4.1.4. The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
  - 4.1.5. Offences involving firearms, weapons, crossbows, and knives;
  - 4.1.6. Offences involving arson;
  - 4.1.7. Fraud;
  - 4.1.8. Offences of human trafficking, slavery, and forced labour;
  - 4.1.9. Offences related to any person under 18 considered a child under English law see Children Act 2004.
- 4.2. You must also inform us if you are currently, or if you become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your studies and the wider OCA community. This includes:
- 4.2.1. Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).
  - 4.2.2. Restrictions that limit your contact or association with children and young people (for example, individuals under the age of 16 or under the age of 18).
  - 4.2.3. Supervision, monitoring or conditions imposed by counter-terrorism agencies.
  - 4.2.4. Slavery and Trafficking Prevention Orders or Risk Orders.
- 4.3. When you disclose a relevant unspent conviction, OCA and The Open University will conduct a risk assessment. The risk assessment may result in limitations or restrictions being placed on your study due to potential risks to OCA, The Open University, or the student community. Depending on the limitations or restrictions, we may be unable to provide or continue providing curriculum. This means your ability to

start or continue to study with OCA may be affected. For more information, refer to OCA's [Criminal Convictions Policy](#).

- 4.4. If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Terms and Conditions. We may take action under OCA [Student Code of Conduct](#) which could affect your continued study with us (see [Section 19, Withdrawal by OCA](#)).
- 4.5. Information you declare about relevant unspent convictions may be shared between OCA and The Open University in order to conduct risk assessments, and where appropriate to complete registration and provide services. For information on how information may be shared please see [OCA's Student Privacy Policy](#) and [The Open University Student Privacy Notice](#).
- 4.6. You are not required to disclose a conviction that is spent. If you are unsure if your conviction is unspent and therefore needs to be disclosed, please seek advice from the [Disclosure and Barring Service](#).
- 4.7. To make a disclosure, please contact [learnersupport@oca.ac.uk](mailto:learnersupport@oca.ac.uk).

## 5. Safeguarding and The Prevent Duty

- 5.1. OCA has a duty to protect the health and safety of our students, staff, contractors, and members of the public. This includes statutory duties and obligations to safeguard children, young persons, and at risk or protected adults, in line with our [Safeguarding Policy](#). This is to comply with our obligations under the [Equality Act 2010](#) (for England, Scotland and Wales), Section 75 of the [Northern Ireland Act 1998](#) for Northern Ireland, or any other statutory duty or obligation. We may impose conditions or vary the terms on which you study and/or access services and facilities if we consider it reasonably necessary in order to comply with these duties and obligations.
- 5.2. OCA must comply with the [Prevent Duty](#), in line with our [Prevent Duty Policy](#) which requires public sector bodies to take action to tackle extremism. OCA staff, agents, and/or contractors have a statutory obligation to report concerns if they believe that a student or member of staff is at risk of being drawn into terrorism.

- 5.3. In some circumstances, Safeguarding and Prevent concerns may be considered under OCA's [Student Code of Conduct](#) and may affect your ability to continue studying with OCA.
- 5.4. If you or another person(s) disclose information to OCA that affects our statutory Safeguarding and/or Prevent responsibilities (in line with our [Safeguarding](#) and [Prevent](#) Policies) OCA staff 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 (a programme that supports people vulnerable to radicalisation).
- 5.5. Relevant information may be shared between OCA and The Open University for the purposes of meeting our statutory obligations. For information on how information may be shared please see [OCA's Student Privacy Policy](#) and [The Open University Student Privacy Notice](#).

## 6. Personal Information and Data Protection

- 6.1. It is your responsibility to ensure that all the information provided is true and accurate and kept up to date throughout your studies. If you change your name, address, or contact details, you must inform us without delay by contacting [studentadvice@oca.ac.uk](mailto:studentadvice@oca.ac.uk). Failure to do so may affect your ability to continue your studies with OCA in line with paragraph 20.1 below.
- 6.2. Information you provide as part of enrolment, or that is created as a result of your study, is stored confidentially, processed, and retained with the express purpose of providing the course and other associated services. This includes sharing information with The Open University to provide access to services. Full details on how we process and store your data can be found in OCA's [Data Protection Policy](#), [Student Privacy Policy](#), and [The Open University Student Privacy Notice](#). These policies apply to your enrolment, application, and ongoing studies with us.
- 6.3. **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 have omitted key information, 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. Please refer to the [Student Code of Conduct](#) for the process and possible outcomes. We may also seek prosecution if you have supplied fraudulent information or carried out a fraudulent action.

- 6.4. If you are awarded a qualification by The Open University for OCA-study, the name on your certificate will be the legal name we hold in our records at the point your award is conferred. It is your responsibility to update OCA if you change your name during your studies. Replacement or amended certificates will only be issued by The Open University where:
- 6.4.1. An error was made by OCA or The Open University when recording your personal information.
  - 6.4.2. A valid request is made under the Gender Recognition Act 2004 in conjunction with the [Gender Identity Policy and Guidance](#).
  - 6.4.3. The Open University approves an application for a change of name on public safety grounds. For more information see the [Government's change of name guidance](#).
- 6.5. Under the [Higher Education and Research Act 2017](#), OCA is required to provide data about our students on Cert HE courses to the Office for Students 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, which includes Personal and Special Category Data.
- 6.6. Any data we hold about you may be viewed and/or amended by you. Please submit any such request in writing to [dpo@oca.ac.uk](mailto:dpo@oca.ac.uk).

## 7. Enrolling with OCA

- 7.1. OCA is an open access provider, meaning no prior knowledge or study is required to gain entry to a course. However, you must meet criteria regarding English Language and ICT requirements to study with OCA (see section 9, [Entry Requirements](#)). This is to support your access to study and ensure you get the most out of the course. For full details see our [Admissions Policy](#).
- 7.2. To enrol on a Cert HE course at OCA you need to complete an enrolment form and provide all information requested, including your

legal name. Enrolment forms for courses 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 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).

- 7.3. Once you have requested to enrol with OCA, OCA will review your enrolment form to check you have provided all of the required information and that no limitations on entry apply to you as set out in paragraphs 7.5-7.6 (availability of spaces), [Section 4](#) (Criminal Convictions), and [Section 8](#) (Refusal of Enrolment). For full details please see our [Admissions Policy](#). Once this check has been successfully completed, we will notify you of our acceptance of your enrolment.
- 7.4. Your enrolment to the course will only be processed when we receive your completed enrolment form and appropriate payment. Your place on the course is not confirmed until both of these steps have been completed. If you are funding via a third party, for example Student Finance England, Wales, or Northern Ireland, we require confirmation of funding before your enrolment is processed.
- 7.5. You will be offered a place on the Cert HE course if you meet the criteria outlined in Section 9 and a place is available. Occasionally we may restrict the places available to join a course and/or intake due to availability of tutors and/or learning resources. We endeavour to resolve all issues prior to an intake so interested students can begin their course. However, where this is not possible, we may offer an alternative course and/or intake point.
- 7.6. If we reach capacity before the [Final Enrolment Date](#), we will administer a waiting list. Places will be allocated to students on the waiting list as and when they become available, determined by us at our discretion, on a case-by-case basis. We will give as much notice as possible for you to decide alternative study options if you require this.
- 7.7. We encourage you to share details of any disability, long-term health condition, or mental health condition you have that might affect your studies. During enrolment, you will be asked to provide details of any such conditions and how they impact you. You can also complete OCA's [Disability Support Form](#) to provide more detailed information about your condition and its effects. This helps us make reasonable adjustments for you to access the course. You can tell us about a

disability at any point during your studies. For further details on reasonable adjustments please speak to [learnersupport@oca.ac.uk](mailto:learnersupport@oca.ac.uk) or see the [Student Accessibility Policy](#).

## 8. Refusal of Enrolment

- 8.1. OCA may refuse entry to a Cert HE course in relation to the following circumstances:
  - 8.1.1. You fail to meet entry requirements (see [Section 9, Entry Requirements](#)).
  - 8.1.2. If there are concerns that study would not be in your best interests as covered in [OCA Fitness to Study procedures](#), or [The Open University Fitness to Study Policy](#).
  - 8.1.3. You have previously been refused entry to OCA or The Open University or have been subject to disciplinary procedures as laid out in either the [OCA Student Code of Conduct](#), or [The Open University Code of Practice for Student Discipline](#).
  - 8.1.4. As the result of a relevant unspent criminal conviction as defined by the [Rehabilitation of Offenders Act 1974](#) (set out in paragraph 4.4 above).
  - 8.1.5. No active engagement with a previous OCA course, Unit, or programme of study as set out in the [Active Study Policy](#).
  - 8.1.6. Due to tuition fee debt as detailed in [Section 17](#) below.
  - 8.1.7. Previous academic failure of OCA courses, Units, or programmes of study (see OCA [Admissions Policy](#)).
  - 8.1.8. You are under the age criteria for the course you have applied for or enrolled to (see paragraph 9.3 below).
  - 8.1.9. OCA is unable to provide services you require to complete your study due to your geographical location, or OCA finds that the course is not available for study in the country in which you are resident.
  - 8.1.10. The Cert HE course is at capacity and unable to accept any more students as described in paragraphs 7.5 and 7.6 above.
- 8.2. If you have been refused entry to a Cert HE course and you believe an administrative error has been made, you can appeal through the [OCA Student Complaints and Non-Academic Appeals Procedure](#).

## 9. Entry Requirements

- 9.1. All students must self-assess against ICT competencies listed in OCA's [Admissions Policy](#) and confirm that they meet the requirements listed

for the Cert HE course. Further details of the digital capabilities and system requirements are provided in the [Student Computing Policy](#). If you struggle with ICT or are found to need additional IT support, you will be expected to undertake supplementary study (not necessarily with OCA) to learn the necessary skills. Guidance on appropriate learning resources can be provided.

- 9.2. If English is not your first language, you will be required to demonstrate a certain standard of English in order to study an OCA Cert HE course. This is to ensure you can successfully engage with the learning material. The standard you are expected to meet is defined as level B2 of the [Common European Framework of Reference for Languages \(CEFR\)](#). For information on acceptable evidence of your English proficiency, please see the [Admissions Policy](#).
- 9.3. Applicants and students must be aged 18 or above on the day of enrolment to be able to join a Cert HE course. You may submit an enrolment whilst under 18, but you must be 18 or older on the day your intake starts.

## 10. Changes to your course

- 10.1. During your Cert HE course, OCA may need to make changes to rules, regulations, policies, course content (including within the individual units on the course), course structure (including within the individual units on the course), and/or any other element of its services. This may be to incorporate best practice, new products and services, or where required by law or by an accrediting, commissioning or regulating body.
- 10.2. In line with this section, we may make changes to the availability of Units within our qualifications over time. It is your responsibility to review and understand the Unit assessment methods, assessment strategy and topics of study prior to enrolling for each Unit. If you have any questions or concerns, contact us to discuss your options before you enrol.
- 10.3. The Open University's [Student Protection Plan](#) outlines the reasonable measures that OCA and The Open University will take to support you to continue studying if changes are necessary or affect your study.
- 10.4. OCA will not normally make changes to the course, and the units that you are enrolled on. Example changes that OCA may make include the removal or alteration of content, changes in tutor, changes in student

services, changes to library services, entry requirements and/or services available from or provided by or on behalf of OCA.

- 10.5. Changes to a course on which you are enrolled will normally only happen where there is an immediate need to rectify an error or omission, to comply with legal or regulatory requirements, or to comply with the requirements of a validating or accrediting body.
- 10.6. OCA may consult with students on changes to courses. Where we propose a change and seek consultation, you will be notified by email with a copy of the proposed changes and provided with a set time to provide feedback. Consultation may not be possible in order to comply with legal or regulatory requirements, or to comply with requirements of an accrediting or validating body.
- 1.1. If a change is made to a Unit on which you are enrolled, we will aim to give you as much notice as possible. If the change to the Unit is to your detriment you will be able to withdraw from the Unit without penalty by emailing [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk). For details on fee liabilities and refunds please refer to OCA's [Student Fees Policy](#) and [Refund and Compensation Policy](#).

## 11. Withdrawal of the course

- 11.1. If we discontinue a course that you are enrolled to, we will notify you of this and will provide you with options to continue to study for the course duration, transfer to an alternative course where this can be identified (either at OCA or an alternative institution), or to withdraw from the course with any credits awarded up to that point. Wherever possible, we will provide access to the course for up to two years or until all students currently enrolled have completed the course, whichever is sooner. Please refer to [The Open University's Student Protection Plan](#) for further details.
- 11.2. 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 Cert HE course.
- 11.3. If you are unable to complete your course within the notice period, you can seek advice and guidance from the Information, Advice and Guidance team about your options to help you make an informed decision.

- 11.4. If you have not gained or will not gain sufficient credit to be awarded your qualification by the withdrawal date, you will not be able to complete your qualification. You can ask the Information, Advice and Guidance team for advice on transferring to a related qualification or using any credits you have gained to apply for credit exemption against a related qualification.
- 11.5. Cert HE courses delivered by OCA are awarded by The Open University. If the awarding institution changes, OCA will, where feasible, engage 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. If this occurs we will notify you of the change and seek your consent to transfer to the changed awarding institution, continue with the existing awarding institution, or to withdraw and cancel this agreement.
- 11.6. If you choose to withdraw and cancel this agreement due to the change in awarding institution, you will not be charged fees for any element of the course that has not been delivered by the date of cancellation. Full details of compensation, refunds and alternative study options are provided within the OCA [Refund and Compensation Policy](#).

## 12. Circumstances beyond OCA's control

- 12.1. OCA will use all reasonable endeavours to deliver the services specified in this agreement. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, war, terrorist acts, or industrial disputes.
- 12.2. Where events outside of our control occur, we will notify you and take all reasonable steps to minimise disruption to you and the services offered. This may be by varying the services or delivering a modified version of the course.
- 12.3. In circumstances where OCA is impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. OCA will work with staff and the Unions to seek a resolution to any such disputes.

- 12.4. Subject to clauses 12.5 and 12.6 below, and provided that we have taken all reasonable steps to mitigate the impact of any industrial dispute or other circumstance outside our reasonable control in accordance with clauses 12.1 to 12.3 above, we will not have any liability to you for any failure to provide services to you as described in full or in part.
- 12.5. If any circumstance outside our reasonable control results in the complete inability to deliver your course for a continued period of 6 weeks or more, then you will be entitled to:
- 12.5.1. Defer your studies, if you are currently registered on your course; or
  - 12.5.2. Terminate your agreement with OCA with immediate effect by emailing [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk) or writing to us (see [How to contact us](#) for our postal address) marking any correspondence for the attention of the Quality and Academic Support Team.
- 12.6. If you terminate your agreement with us as described in clause 12.5.2 in this section, you may, depending on the circumstances, be entitled to a full or partial refund of any tuition fees you have paid and/or compensation.
- 12.7. You should consider your options carefully before terminating your agreement with us, for example whether you are able to transfer any existing academic credit to an alternative programme at OCA or an alternative higher education institution. You may wish to contact [registry@oca.ac.uk](mailto:registry@oca.ac.uk) to discuss this.

## 13. Your Study

- 13.1. **When you are enrolled on a course OCA agrees to:**
- 13.1.1. Make all reasonable efforts to deliver your Cert HE course according to the Course Specification for that Academic Year.
  - 13.1.2. Provide the services linked to your course which includes access to:
    - 13.1.2.1. Study materials – learning materials, access to a specialist tutor, resources including online access to library resources, e-books and journals.

- 13.1.2.2. Advice and Guidance – materials providing advice on key aspects of studying at OCA, access to free units and courses provided by OCA, support from specialist support teams at OCA.
- 13.1.2.3. Student Community – access to online resources through OCA provided services including OCA Learn and associated platforms, and membership of the OCA Student Association.
- 13.1.3. Provide tutorials to discuss your work and progress. These may be a mix of individual and group tutorials. If you prefer not to join group sessions, alternative formats such as recordings can be made available. For more details, please refer to the [Tuition Policy](#).
- 13.1.4. Live sessions, where these run, will be scheduled between Monday to Friday between the hours of 08:00 and 20:00 UK GMT/BST (“**Live Session Hours**”). Live sessions are delivered online through video conferencing software, with recordings and transcripts provided, where possible. We will attempt to schedule live and group sessions at times that suit as many students as possible, but we cannot guarantee this. In unforeseen circumstances, sessions may be held outside Live Session Hours. We will provide you with reasonable notice of any changes. No sessions will take place on recognised UK public holidays, or during OCA-defined closure periods.
- 13.1.5. Use our academic judgement to consider your work against the learning outcomes for your course and award credit if these outcomes are met. No guarantee of outcome of study is made when you register to study with us. If you fail the course, and/or any constituent part, you are studying you will follow the procedure set out in paragraphs 14-17 of the [Academic Regulations for Subsidiary Institutions of The Open University](#).
- 13.1.6. Monitor your study engagement and progression as required by funding bodies such as Student Finance England, Wales, and Northern Ireland. Insufficient engagement will result in us withdrawing you from your course (see [Section 19 Withdrawal by OCA](#) below), and from the awarding institution. If you receive funding from a funding body or third party, we will communicate your withdrawal to them. For full details of how we monitor your

engagement and progression, and the actions we may take, refer to OCA's [Active Study Policy](#).

- 13.1.7. Accept assessments in Welsh: If you live in Wales, you can complete assessments in Welsh. Any assessments completed in Welsh will be treated no less favourably than those submitted in English.

**13.2. When you are enrolled on a course you agree to:**

- 13.2.1. Act in accordance with the principles laid out in the [OCA Student Charter](#) and comply with the OCA [Student Code of Conduct](#) which sets out acceptable and unacceptable behaviour and the actions we may take in response to unacceptable behaviour.
- 13.2.2. Fulfil the academic requirements of the course and complete all assessment activities in accordance with the Course Specification, and [Assessment Requirements found in OCA Learn](#).
- 13.2.3. Ensure that all work is your own and is produced whilst you are studying the course. If you submit someone else's work (plagiarism) or engage in other dishonest academic behaviour, including misuse of generative AI, we may need to take action under the OCA [Academic Misconduct Policy](#).
- 13.2.4. Ensure you have appropriate access to a computer, internet connection, and any other related technical equipment or facilities that are necessary to enrol on, participate in and complete your Unit. OCA accepts no liability in this regard.
- 13.2.5. Comply with the rules and time limits set out in the [Academic Regulations for Subsidiary Institutions of The Open University](#) for your course.
- 13.2.6. Engage with the OCA [Fitness to Study Policy](#) if requested. The policy aims to support you with your study goals if you have faced difficult circumstances during your studies that have affected your behaviour and the way you interact with the OCA community raises concerns about your health, safety or wellbeing.

## 14. Studying outside the UK and the Republic of Ireland

- 14.1. The following only applies if you are planning to study with OCA when resident (temporarily or permanently) outside of the UK and the Republic of Ireland. To engage with your studies, you will be provided with access to the materials provided through OCA Learn and associated platforms, in addition to The Open University Library. To obtain these, you will need to sign in to your student account. In most 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, access may be restricted or only permissible with the use of a VPN (Virtual Private Network).
- 14.2. 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](mailto:studentadvice@oca.ac.uk).
- 14.3. 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 that 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.
- 14.4. If you are unable to access your course via a VPN because of restrictions in your place of residency, 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](mailto:studentadvice@oca.ac.uk).
- 14.5. If there are VPN providers available in your place of residency (albeit with 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](mailto:studentadvice@oca.ac.uk).
- 14.6. A refund from OCA will not be provided in the event of any technical issues with your VPN.
- 14.7. 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 by

downloading materials before travelling. If you are unsure how this will affect your studies, please contact [studentadvice@oca.ac.uk](mailto:studentadvice@oca.ac.uk).

## 15. Communicating with you

- 15.1. We will ordinarily communicate with you through OCA provided email systems, through our virtual learning environment, and on our blog #weareoca. If you live in Wales you can correspond with us in Welsh and this will not lead to a delay.
- 15.2. You agree to use OCA-provided email, virtual learning environment, and learning log, reflective commentary, and blogging systems, as appropriate, for study and communication purposes whilst registered with OCA. You agree that you will be responsible for regularly checking your OCA email address at least once a week.
- 15.3. We may contact you by phone on numbers you have provided either where you have requested a call, if something is urgent, if we have not had contact with you via email, or to obtain your express consent to changes. 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](#).

## 16. Fees and Costs

- 16.1. You agree to pay all tuition fees for your chosen course as outlined in the [OCA Fees Schedule](#). When you agree to these Terms and Conditions, you agree to pay the total fee for the course, but you only become liable for and pay for each unit when you start studying that unit. The fee you pay in total for each unit will be shown on the Enrolment Order (the email confirmation you receive after you have submitted your enrolment form).
- 16.2. Payment of or arrangement to pay your fees must be in place by the [payment deadline](#) for your chosen intake. The payment methods we accept, depending on personal circumstances and eligibility, are:
  - 16.2.1. Credit/Debit Card;
  - 16.2.2. Government funding (including loans and grants);
  - 16.2.3. Sponsorship;
  - 16.2.4. Third-party payment by credit/debit card;
  - 16.2.5. Payments in instalments facilitated by OCA, see paragraph 16.3;

- 16.2.6. Bank transfer
- 16.3. OCA offers students the facility to pay for each unit on the course via deposit and instalments. If you choose to pay fees via an instalment schedule, you understand and agree that you will remain liable for the payment of those fees in all respects, including (without limitation) any additional charges for non-payment, late payment or failed payment (see paragraph 17.6).
- 16.4. **If you receive funding from a third party or public body, (for example Student Finance England), you understand and agree that you are primarily responsible and liable for the payment of those fees. This applies even if the third party or public body does not pay or cannot continue to provide funding. You are also responsible for the consequences of non-payment, late payment or failed payment by the third party.**
- 16.5. If you are intending to pay part or all of your fees with an award from a UK funding authority but your award does not cover your fees in full, your enrolment will only be complete once the fee shortfall has been covered. We will only be able to confirm registration to your funding authority (to allow any maintenance support to be released to you) when your enrolment is completed and you are engaging with your studies. For details on engagement with studies, please refer to OCA's [Active Study Policy](#).
- 16.6. The OCA [Student Fees Policy](#) sets out the circumstances in which you may be eligible for a refund of any fees paid to OCA.
- 16.7. We will not release the course to you until payment of the appropriate fee or confirmation of funding has been received (see the [Student Fees Policy](#) for details).
- 16.8. In addition to tuition fees, you may incur personal costs associated with studying the course. This could be the cost of materials, computer software, or other related provisions. We give an indication of the likely cost of study on the [OCA website](#). If you have requested any hard copy study materials due to a disability or long-term health condition to be delivered to an address in the Republic of Ireland, Continental Europe, or outside Europe, you may be required to cover additional postal costs (such as VAT and customs charges). All such costs will be borne by you, regardless of whether you complete the course.

## 17. Non-payment of fees

- 17.1. You are responsible for paying all outstanding fees and charges, including any further fees and charges that may be due. We may take all reasonable steps including legal action to recover any fees and other charges, as outlined in the [Student Debt Policy](#).
- 17.2. Until all outstanding tuition fees are paid to us, you may not be provided with services and facilities, including assessment entry, Virtual Learning Environment services, and provision of student support (see [section 13, Your Study](#)). In addition, you may not be permitted to enrol on any additional units and/or courses.
- 17.3. If we intend to remove your access to services and facilities because of non-payment of tuition fees (as indicated in paragraph 17.2 above), we will give you 14 calendar days' notice.
- 17.4. If you have an outstanding tuition fee debt when you complete the course we will not release your certificate, or a letter of confirmation of award, until all outstanding tuition fees are paid. To attend the Graduation ceremony, your tuition fees for the course must be paid in full.
- 17.5. If at our discretion we continue to provide tuition, services, or facilities, or allow enrolment to additional units and/or courses to students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.
- 17.6. Any debts outstanding after a period of 28 days may be referred to a debt collection agency and will be subject to the agents surcharge plus VAT at the UK standard rate. Surcharges and any legal fees will be your responsibility and are legally enforceable.

## 18. Your right to cancel and withdraw

- 18.1. Under the [Consumer Contracts \(Information, Cancellation and Additional Charges\) Regulations 2013](#), you have a right to cancel your enrolment to study a course, without giving any reason, within 14 calendar days of the date of the email or letter confirming our acceptance of your enrolment (the Confirmation of Enrolment Notification).
- 18.2. As you are entering into this agreement remotely, without any face-to-face contact, you may cancel at any point from when you receive the

Confirmation of Enrolment Notification, up to the end of the two-week induction period for the intake you are confirmed to join (“The Cancellation Period”).

- 18.3. To exercise your right to cancel, you must email the [Cancellation Form](#) to [cancellationsandwithdrawals@oca.ac.uk](mailto:cancellationsandwithdrawals@oca.ac.uk) within 14 calendar 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](mailto:cancellationsandwithdrawals@oca.ac.uk). The date we receive your notice is the Cancellation Date.
- 18.4. Your right to cancel your registration will end as soon as you have accessed any licenced digital materials as part of the OCA module. This includes when you are within 14 calendar days of the date of the email or letter (the Confirmation of Enrolment Notification) confirming our acceptance of your application to register. **By accessing any materials or resources, you are explicitly agreeing that they have been provided to you. You acknowledge your right to cancel will be lost, and you accept that you will not receive a refund or a waiver of any fees you are liable to pay.**
- 18.5. If you have made any payment, or if 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 18.2, 18.3, and 18.4 above.
- 18.6. If you choose to withdraw from the course after the Cancellation Period you may still be liable for tuition fees. Tuition fee liability is determined based on how many of the course units you have started, on a prorated basis. Please see OCA’s [Refund and Compensation Policy](#) for details. Always check with the [Information, Advice and Guidance team](#) for details of your tuition fee liability before you decide to withdraw, as you may still be in debt to OCA after withdrawing.

## 19. Withdrawal by OCA

- 19.1. OCA may withdraw you from your course under the following circumstances:

- 19.1.1. **Fitness to Study:** You are to take a voluntary or imposed break in study as outlined in the [Fitness to Study](#) Policy.

- 19.1.2. **Disciplinary Action:** You are subject to disciplinary action under OCA's [Student Code of Conduct](#) because your behaviour does not meet expected standards. This paragraph also covers OCAs [Safeguarding](#) and [Prevent](#) policies.
- 19.1.3. **Lack of engagement:** You are not actively engaging with your course as set out in OCA's [Active Study Policy](#).
- 19.1.4. **Time limit:** You have used the maximum time available to study the course and have not completed all aspects of study for it (as set out in paragraph 7.2 of the [Academic Regulations of Subsidiary Institutions of The Open University](#)).
- 19.1.5. **Academic failure:** You have exhausted all available assessment opportunities on the course, without receiving a pass mark. Full details of assessment practice are covered in the [Summative Assessment Policy](#), and [Academic Regulations of Subsidiary Institutions of The Open University](#).
- 19.1.6. **Academic misconduct:** You commit academic misconduct by accruing 525 points or more on the AMBeR tariff under the [Academic Misconduct Policy](#). The decision to withdraw you from studies may be taken by the appropriate Exam Board.
- 19.1.7. **Non-payment of tuition fees:** You fail to pay your tuition fees as set out in Section 17 or are in debt to us for tuition fees. For full details of the action we may take, refer to the [Student Debt Policy](#).
- 19.1.8. **Criminal conviction disclosure:** You receive a relevant unspent criminal conviction which means you can no longer continue studying with OCA, or you fail to disclose a relevant unspent criminal conviction. For more information see the [Criminal Convictions Policy](#).
- 19.1.9. **Personal information:** You provide false, inaccurate, or fraudulent information at enrolment, or fail to provide updated information throughout studies.
- 19.1.10. **Breach:** You break any of the conditions set out in these Terms and Conditions (and any of the other rules and regulations referred to in it) or in any supplementary agreement.
- 19.2. If we withdraw you from your course for any of the reasons listed in paragraph 19.1 above:
- 19.2.1. No refund of fees will be due.
- 19.2.2. You will be withdrawn from the awarding body for that course.

- 19.2.3. We will not send you any further course materials and you may not participate in any learning or assessment activities for that course after the date of cancellation.

## 20. Indemnity Insurance

- 20.1. OCA does not have indemnity insurance for students carrying out research related to their studies. If you need indemnity cover (for example, to meet the conditions of an ethics committee), you will need to arrange this yourself.

## 21. Complaints and Appeals

- 21.1. We have a [Student Complaints and Non-Academic Appeals Procedure](#) and an [Academic Appeals Policy and Procedure](#) which you can use to raise a complaint or appeal. 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.

## 22. Intellectual Property

- 22.1. As a creative educational provider, OCA recognises that students, staff, and tutors will generate new ideas and work through their study and work that will help them develop. You agree to comply with our [Intellectual Property Policy](#) throughout your studies.
- 22.2. When you submit work for summative assessment, you grant OCA a free non-exclusive licence to use that material for marketing and educational purposes. If we use your work for either marketing or educational purposes we will credit you. You may exercise an opt-out from marketing activities.**

## 23. Related documents

- 23.1. By agreeing to these Terms and Conditions it is assumed that you have read, understood, and agree to comply with the documents listed below which guide and govern your studies with OCA. We have highlighted key points from the documents at appropriate points throughout these Terms and Conditions.
- 23.1.1. [Academic Regulations for Subsidiary Institutions of The Open University](#)
- 23.1.2. Course Specifications
- 23.1.3. [Admissions Policy](#)
- 23.1.4. [Data Protection Policy](#)

- 23.1.5. [Fitness to Study Policy](#)
- 23.1.6. [Prevent Policy](#)
- 23.1.7. [Refund and Compensation Policy](#)
- 23.1.8. [Safeguarding Policy](#)
- 23.1.9. [Student Code of Conduct](#)
- 23.1.10. [Student Complaints and Non-Academic Appeals Procedure](#)
- 23.1.11. [Student Debt Policy](#)
- 23.1.12. [Student Fees Policy](#)
- 23.1.13. [Student Privacy Policy](#)
- 23.1.14. [Summative Assessment Policy](#)

## 24. Summary of significant changes

- 24.1. Scope updated to remove reference to documents that are not in use.
- 24.2. Section 4 updated to provide additional detail and clarity about the requirement for students to disclose any relevant unspent criminal convictions, licences, orders, restrictions or conditions.
- 24.3. New clause 10.2 added to clarify that changes may be made to units within our qualifications over time and students should ensure they review and understand the unit study topics and assessment methods before enrolling.
- 24.4. General updates to wording and numbering to improve clarity and readability without any substantive changes to content.

## 25. Definitions

**Academic Year** - 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.

**AMBeR tariff** – the Academic Misconduct Benchmarking Research (AMBeR) tariff is a system used in higher education to standardise penalties for academic misconduct, such as plagiarism. It aims to ensure consistency and fairness in how academic misconduct cases are handled across different institutions.

**Applicant** - a person who applies to study a course with OCA that must meet specified criteria before they can be accepted.

**Assessment** - the act of submitting completed work whilst studying a course for summative assessment and feedback.

**Assignment** - a student project, as set out in the course content available on OCA Learn.

**Contract or Agreement** – also referred to as ‘Terms and Conditions’ means the legal agreement made between you and us in relation to you studying a course as provided by OCA.

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

**Enrolment** - Our acceptance of your registration form and payment for a Unit of study at OCA.

**Governance approval** – There are three committees responsible for decision making at OCA: Academic Board, Curriculum and Quality Committee, and Learning and Teaching Committee.

**Higher Technical Qualifications** - a course of study developed in conjunction with industry or with industry in mind, that provides career skills. Equivalent to Stage 1 of an undergraduate degree.

**ICT** – Information Communications Technology is the use of computers, systems, and other electronic equipment to handle information and aid communication. You need to have a certain level of ICT competency to study with OCA.

**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 identifiable individual. This can include a name or number or may relate to other factors such as an IP address or cookie identifier.

**Programme of Study** – An awarded programme of study with OCA at postgraduate level.

**Programme Specification** - An approved document that outlines and rationalises the programme aims, philosophy, learning, teaching and assessment strategies.

**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.

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

**Unit** - A Unit that makes up a stage of study on a Cert HE course or undergraduate degree programme bearing a specified number of credits, and/or a Unit studied for Personal Development.

**Unit Descriptor** - A 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.