



# Terms and Conditions 2026-27

## Foundation Courses

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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 foundation 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: please refer to the Undergraduate Terms and Conditions.
  - 1.2.2. Certificate of Higher Education courses: please refer to the Certificate of Higher Education Terms and Conditions.
  - 1.2.3. Short Courses: please refer to the Short Course 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. 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 foundation 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 a foundation course that starts between 1st August 2026 and 31st July 2027. This agreement lasts for the duration of your course, which is typically 12 months.
- 3.3. 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. **It is your responsibility to check that your chosen foundation course meets your needs before you enrol. It is your responsibility to ensure that courses studied by distance learning are recognised by any professional body, organisation, or country in which you intend to use that study.**
- 3.5. By signing up to these Terms and Conditions, you understand and agree you will study a non-accredited course for personal development. No qualification is linked to this foundation course.
- 3.6. 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.

- 3.7. 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 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 19.1 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 foundation course and other associated services. Full details on data processing and storage can

be found in OCA's [Data Protection Policy](#), [Student Privacy Policy](#), and [The Open University Student Privacy Notice](#). These documents 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 foundation course with immediate effect. If such information is discovered after you have completed your foundation course, we may revoke any certificate 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. 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 of courses, meaning no prior knowledge or study is required to gain entry to a foundation course. However, you must meet criteria regarding English Language and ICT requirements to study with OCA (see section 9, [Entry Requirements](#)). For full details please see our [Admissions Policy](#).

7.2. To enrol on a foundation course at OCA you need to complete an enrolment form and provide all information requested, including your legal name. Enrolment forms for each foundation course can be found on the respective pages on the [OCA website](#). 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 a foundation course will only be processed when we receive your completed enrolment form and appropriate payment. Your place on the foundation course is not confirmed until both of these steps have been completed.
- 7.5. You will be offered a place on the foundation 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 particular foundation 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 foundation 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. If you are added to a waiting list we cannot guarantee at specific intensities.
- 7.7. You are encouraged 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 share 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 foundation course in relation to the following circumstances:
- 8.1.1. You fail to meet entry requirements (see [Section 9, Entry Requirements](#)).
- 8.1.2. Concerns about your health and wellbeing as covered within either the [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 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 18](#) below.
  - 8.1.7. You are under the age criteria for the course you have applied for or enrolled to (see paragraph 9.3 below).
  - 8.1.8. 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.
  - 8.1.9. The foundation 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 foundation 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 foundation 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. Non-UK nationals are required to have achieved a certain standard of English language ability for entry to OCA foundation courses. This is defined as level B1 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 16 or above on the day of enrolment to be able to join a foundation course. You may submit an

enrolment whilst under 16, but you must be 16 or older on the first day of the course. For details of arrangements, and support for Under 18 learners, please see OCA's [U18s Admissions Policy](#).

## 10. Changes to your course

- 10.1. Throughout your foundation course, OCA may need to make changes to rules, regulations, policies, course content, structure, and/or any other element of our 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. The Open University's [Student Protection Plan](#) outlines the reasonable measures OCA and The Open University will take to support you to continue studying if changes are necessary or affect your study.
- 10.3. OCA will not normally make changes to a foundation course you are enrolled to. Examples of 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.
- 10.4. Changes to a foundation 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.
- 10.5. If a change is made to a course on which you are enrolled, we will aim to give you as much notice as possible. If the change to the foundation course is to your detriment you will be able to withdraw from the course 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 foundation course that you are enrolled on, we will notify you of this and provide you with options to continue to study for the course duration, to transfer to an alternative course where this can be identified (either at OCA or an alternative institution), or to withdraw from the course. Wherever possible, we will provide access to the course for up to 12 months or until all students currently enrolled have completed the course, whichever is sooner.

- 11.2. The notice period may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or any other body that accredits or validates the 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 finished all aspects of the course by the withdrawal date, you will not be able to complete it. You can ask the [Information, Advice and Guidance team](#) for advice on transferring to a related course.

## 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 foundation 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
  - 1.1.1. 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 foundation course OCA agrees to:**
- 13.1.1. Make all reasonable efforts to deliver your foundation course according to the Course Descriptor applicable for that Academic Year.
  - 13.1.2. Provide the services linked to your foundation course which includes access to:
    - 13.1.2.1. Study materials – learning materials, access to a specialist tutor, resources including online access to 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 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 Discuss, OCA Learn, and membership of the OCA Student Association.

- 13.1.3. Provide access to the course and services for 12 months from the date on which the course starts. This timeframe may be extended through OCA's [Extenuating Circumstances Policy](#).
  - 13.1.4. Provide individual tutorials to discuss your work and progress, and impart formative feedback on your work.
  - 13.1.5. 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 foundation 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 behaviour which could be considered unacceptable and the actions we may take in response to such instances.
  - 13.2.2. 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](#).
  - 13.2.3. 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 course. OCA accepts no liability in this regard.
  - 13.2.4. Engage with OCA [Fitness to Study Policy](#) if requested. The policy aims to support you with your study goals if, due to difficult circumstances during your studies, your behaviour affects the way you interact with the OCA community and 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 OCA Spaces. 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](#) 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 or reflective commentary or 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 foundation course as outlined in the [OCA Fees Schedule](#). The tuition fee you pay 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 a foundation 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 17.5).
- 16.4. **If you receive funding from a third party or public body, 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.
- 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 paragraph 5.3 of the [Student Fees Policy](#) for details).
- 16.8. In addition to tuition fees, you may incur personal costs associated with studying the foundation 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 Virtual Learning Environment services, and provision of student support (see [section 13, Your Study](#)). In addition, you may not be permitted to enrol to any additional 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 at our discretion we continue to provide tuition, services, or facilities, or allow enrolment to additional courses to students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.
- 17.5. Any debts outstanding after a period of 28 days will 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 foundation 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 course. 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 18.1, 18.3, and 18.4 above.
- 18.6. **If you withdraw after the cancellation period, no refund or reduction in fee liability is due, and OCA accepts no liability for any loss or damage incurred as a result. Please see OCA's [Refund and Compensation Policy](#).**

## 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 [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; if you pose a risk to yourself or others you may be withdrawn from your foundation course.
  - 19.1.3. **Time limit:** You have used the maximum time available to study the course and have not completed all aspects of study for it.
  - 19.1.4. **Academic misconduct:** You commit academic misconduct.
  - 19.1.5. **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 will take, refer to the [Student Debt Policy](#).
  - 19.1.6. **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](#).
  - 19.1.7. **Personal information:** You provide false, inaccurate, or fraudulent information at enrolment, or fail to provide updated information throughout studies.

- 19.1.8. **Breach:** You break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement.
- 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. 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.

## 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. [Admissions Policy](#)
- 23.1.2. [Data Protection Policy](#)
- 23.1.3. [Fitness to Study Policy](#)

- 23.1.4. [Prevent Policy](#)
- 23.1.5. [Refund and Compensation Policy](#)
- 23.1.6. [Safeguarding Policy](#)
- 23.1.7. [Student Code of Conduct](#)
- 23.1.8. [Student Complaints and Non-Academic Appeals Procedure](#)
- 23.1.9. [Student Debt Policy](#)
- 23.1.10. [Student Fees Policy](#)
- 23.1.11. [Student Privacy Policy](#)
- 23.1.12. [Tuition 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. Removal of references to the Academic Regulations for Subsidiary Institutions of The Open University as it does not apply to foundation courses.
- 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.

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

**Assignment** - a student project, as set out in the short 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** - a programme of study offered by OCA for a specified period of time.

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

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

**Foundation course** - A non-accredited course of study that is available for personal development or preparation for degree-level study.

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

**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.

**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.

**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 course to your Tutor for formative feedback.