



VQ Assessment Centre

Conditions of Registration Vocational Qualifications

These conditions of registration, and all the regulations, policies and statements we mention in this booklet, are on our website at www.open.ac.uk/vq

Please keep this booklet in a safe place.

The Open University

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Introduction

This document sets out the general conditions of registration that apply to your registration with The Open University VQ Assessment Centre (VQAC) for a vocational qualification (VQ).

These conditions of registration, along with the policies published on our website at www.open.ac.uk/vq, form the contract between us, the Open University VQ Assessment Centre, and you. In this document, we refer to this contract as your VQAC registration agreement.

These conditions and regulations outline the main areas of your relationship with us and should answer any questions you may have about our obligations to you and yours to us.

If you have any questions, don't hesitate to contact us. We will be pleased to answer your questions.

We have done all we can to make sure the information in this publication is accurate, but it may change in the light of altered regulations or policy, or because of financial or other restrictions.

Before you sign your registration agreement, you should make sure that you have read and that you accept the conditions of registration set out in this booklet.

If you are unable to access our website, please ask us to send you the policies, regulations and statements in hard copy.

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Conditions of registration

Definitions

In these conditions, the following words and phrases have the meanings given below.

Qualification	The qualification for which you are registering.
Qualification Fee	The qualification fee which you must pay.
Registration Cut-Off Date	The quarterly cut-off date by which you must register.
Qualification Start Date	The 15 th of the month in which your qualification begins. This is usually approx eight weeks after the registration cut-off date.
Qualification End Date	The 15 th of the month in which your qualification ends. This is usually 9 months for an Award, 12 months for a Certificate or 18 months for a Diploma after the start date
Registration Agreement	The document headed Registration Agreement which you need to fill in to register as a learner with the Vocational Qualification Assessment Centre. This phrase also refers to your contract with us which the conditions and regulations contained in this document apply to.

Part 1 General conditions

1 Forming the contract

- 1.1 You offer to register, and we accept your offer to register, in line with the conditions set out below. The contract for your registration comes into force when we have accepted your offer of registration in line with these conditions. To avoid any doubt, if we receive an offer of registration, this does not mean that we accept it.
- 1.2 We will contact you within two weeks of the registration cut-off date if for any reason we do not accept your registration. Please see condition 5 of part 1 of these conditions, which explain our rights to end your registration agreement, and condition 1 of part 2 which explains your rights to cancel your registration agreement.
- 1.3 Unless you notify us to the contrary, you will be registered on the qualification which starts two months after the registration cut-off date following our receipt of your registration forms (see Part 2, Table B)
- 1.4 You must be normally and lawfully resided in the UK from choice without any immigration restriction on the length of your stay in the UK. If you are not sure if you are eligible, you should check with the UK Border Agency www.ukba.homeoffice.gov.uk/britishcitizenship/righttoliveinuk or contact VQAC to discuss your situation further. You may be required to send in relevant documentation to support your registration. Acceptable documents will include copies of visas, passports with visa/refugee/asylum seeker details stamped on them or letters of official documentation from the Home Office providing details of the above. Please note: VQAC is not able to provide a Visa letter or Confirmation of Acceptance for Studies (CAS) letter.

2 Our obligations to you

- 2.1 We will provide you with support and qualification materials.
- 2.2 We will not be liable for any failure to perform any or all of our obligations where that failure is due to the actions of someone else or to any cause beyond our reasonable control.

3 Qualification Fees

- 3.1 You have registered for the qualification shown on the registration agreement.
- 3.2 You agree to pay the currently published qualification fee. This fee also includes a registration fee for the appropriate awarding organisation who will issue your certificate. Please note that vocational qualifications are not always recognised in nations outside of the UK. If you are ordinarily resident in the Channel Islands or the Isle of Man, and want to do a qualification with VQAC, you are not eligible for the currently published fee. Please contact us to discuss your individual circumstances.
- 3.3 All fees are quoted in pounds sterling and include VAT.
- 3.4 Our acceptance of any form of public funding for part or full payment of your qualification fees is dependent on you meeting any deadlines set by the VQAC or funding body for submitting documentary evidence that confirms your eligibility to receive such funding. If we do not receive evidence of your eligibility within the required timescales, you will become liable for the full qualification fee.
- 3.5 The provision of additional support, travelling expenses or assessment sessions, over and above what is normally included in the qualification fee may incur extra charges.
- 3.6 You will pay the full costs of any on-site assessor visits which you cancel with less than five full working days' notice.
- 3.7 VQAC will set a Qualification End Date. This is the date by which you should complete your registered qualification. If you do not complete your registered qualification by the Qualification End Date you may be able to apply for an extension which will incur additional fees. We will not extend your End Date by more than 12 months

4 What we may do if you fail to pay your qualification or other fee

- 4.1 If you fail to pay your qualification fee, the VQAC may take all reasonable steps to recover those fees, and other charges that may fall due from you, including legal action

5 Our right to end this registration agreement

- 5.1 We may end your registration agreement at any time if:

- a we find that you have given us information which is untrue or misleading
- b you break any of the conditions set out in this document.
- d you fail to meet any of the requirements which have been set for the qualification for which you have registered
- e you fail to submit work for a period of 24 consecutive weeks

We may issue other conditions from time to time which we will tell you about. These conditions will also form part of your registration agreement with us, and if you break any of them, we will be able to end your registration agreement.

6 Computing

- 6.1 Before the qualification start date, we will give you an Open University Computer Username (OUCU) and a preset password that allows you to access some of our systems. When you first sign on to our systems, we will ask you to change your preset password. It is your responsibility to keep your password secure and confidential. In particular, you must:
 - never tell anyone else your password, even University staff;
 - never write your password down so that it can be easily identified.
 - use your password in line with the best-practice advice given at www.open.ac.uk/students

- 6.2 Tell the OU Student Computing Helpdesk if you think that someone else knows your password. You can contact the OU Computing Helpdesk by phoning +44 (0) 1908 653972 or by emailing OU-computing-helpdesk@open.ac.uk .
- 6.3 If you do not keep to condition 6.1 above, you will have to pay all the fees and any interest or charges relating to your registration, even if your password is used by someone else fraudulently or without your permission.
- 6.4 As part of your qualification, such as accessing support materials and submitting work, you will be required to participate in on-line activities. To facilitate this your name, your OU Computer Username and the content you contribute will be displayed on-line to relevant OU staff and authorized persons involved in your qualification – such as internal and external quality assurers or others providing relevant services to the OU such as IT maintenance providers – in both cases who have a need to see the information concerned. You should not contribute information of a sensitive, personal nature, unless you expressly consent to its information (as noted above) being processed as explained above.

7 Email

- 7.1 On your registration agreement form, we will ask you to tell us which email address we should use when writing to you.
- 7.2 We will send important information to your chosen email address. It is your responsibility to check your email address regularly and to inform the VQAC of any changes to your preferred email address.
- 7.3 It is your responsibility to manage any filters on your account to ensure that email from VQAC is sent to your 'inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from VQAC.
- 7.4 You should make yourself familiar with, and ensure that you adhere to, our computing code of conduct on <http://www.open.ac.uk/student-policies/objects/d3424.pdf> .
- 7.4 We will contact you at regular intervals during your registered qualification to offer support and make enquiries in relation to your progress towards completing the qualification. Should we not receive responses to such email contact during your registered qualification we may end your registration with us
- 7.5 It is your responsibility to check your email regularly. It is also your responsibility to manage any filters on your account to ensure that email from VQAC is sent to your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from VQAC

8 Plagiarism

- 8.1 If you submit work that is not your own, without indicating this to your assessor (acknowledging your sources), you are committing 'plagiarism' and this may be regarded as cheating. Please view the plagiarism statement on our policies page on our website at www.open.ac.uk/vq.
- 8.2 By signing your VQAC registration agreement form, you are also confirming that all assessment work that you submit will be your own work.

9 Governing Law

The registration agreement, and the conditions and regulations which form part of it, are governed by English law.

10 Entire Agreement

The registration agreement, and the conditions and regulations which form part of it, is the entire agreement between us and you. If any of our employees or agents have agreed anything verbally at any time, this registration agreement will always take priority.

11 Rules and Regulations: Learners

Learners are required to view our policies page on our website at www.open.ac.uk/vq. As these documents will form part of your contract with us, you should not sign your registration agreement until you have read and accepted them. If you are not able to access them on our website, please ask us to send you a hard copy.

Part 2 Cancelling your registration or changing your qualification

This part of the conditions explains the procedure that you must follow if you want to cancel your registration agreement or change your qualification. It also tells you what percentage of your qualification fee we will refund in each case. It is important that you read this section because if you fail to follow the proper procedure when cancelling your registration agreement or changing your qualification, you will still have to pay the full qualification fee.

1 Cancelling your qualification or registration agreement

- 1.1 You may cancel your qualification or registration agreement at any time by telling VQAC that you want to cancel by letter or email. It is not enough to simply tell your assessor. Your cancellation will take effect on the date we receive your letter or email.
- 1.2 For your protection, you should get and keep proof of posting for any letter you have sent us to cancel your qualification or registration agreement.
- 1.3 We will acknowledge your cancellation by letter or by email. You must contact us if you do not receive written acknowledgement of your cancellation within 21 days of the date of your letter or email. If you cancelled your qualification or registration agreement by letter, please send proof of posting.
- 1.4 As long as we receive your notice of cancellation no more than one month after the registration cut-off date, you will receive a full refund of your qualification fee. Otherwise, the percentage of your fee that we will refund will depend on the date of your cancellation. Table A tells you the percentage of your fee that we will refund in each case.
- 1.5 If it is necessary to cancel your registration agreement once your qualification has begun as a result of:
 - the serious illness or death of yourself, your husband or wife, partner, dependant or close relative; or
 - anything we have or have not done, which could be classed as maladministration by us, and which affects your progress;

we may refund part of the qualification fee you have paid. In these circumstances, you (or your representative in the case of your death) should apply for a refund by writing to us within 12 months of the qualification start date.

(This does **not** extend to circumstances that are beyond our control or that involve anyone else, for example, not receiving materials.)

- 1.6 Refunds of qualification fees will normally be via the means they were originally paid by. If you have paid your qualification fees using an Open University Student Budget Account (OUSBA), you must continue to pay your installments. OUSBA will adjust your fee if you are entitled to any refund.
- 1.7 If you cancel (after the qualification start date), we may not allow you to register for any other qualification with us.
- 1.8 You may be able to request individual unit certification for those units in which you have been judged competent when withdrawing from your qualification.

2 Changing your registered qualification

- 2.1 To transfer to another qualification, you must follow the cancellation procedure above. When you tell us about your cancellation, you should also tell us what qualification you would like to take instead by completing a new registration agreement form.
- 2.2 You can change your qualification to another during the one month following the registration

cut-off date, as long as you meet the requirements for the new qualification. The original fees will be transferred to your new qualification. You must pay any difference between the original fee and the fee for your new qualification before we can register the change. If your new qualification is cheaper than the original one, you will receive a full refund of the difference.

- 2.3 Beyond one month after the registration cut-off date, you can change your qualification to another at any time. You will have to pay the full qualification fees for your new qualification and the fees due for your original qualification up to the point at which you withdraw from it (see Table A). If you have paid in full for the original qualification you may be due a refund (see Table A).

How do I work out what percentage of my qualification fees will be refunded or transferred?

If you are considering withdrawing from a qualification, we recommend that you contact us to confirm your entitlement to any refund. General principles are set out below.

Table A Percentage of qualification fee refunded if you cancel your registration or withdraw from your qualification

Up to one month after the registration cut-off date	After one month but before the qualification start date	Up to three months after the qualification start date	Up to six months after the qualification start date	Over six months after the qualification start date
Full Refund	75% of full qualification fees	50% of full qualification fees	25% of full qualification fees	No refund will be made in any circumstances

Table B How to work out the dates that apply to your registered qualification

Registration Cut-off date	One month after the registration cut-off date	Qualification start date	Three months after qualification start date	Six months after qualification start date
15 th March	15 th April	15 th May	15 th August	15 th November
15 th June	15 th July	15 th August	15 th November	15 th February
15 th September	15 th October	15 th November	15 th February	15 th May
15 th December	15 th January	15 th February	15 th May	15 th August

Part 3 Changing your personal details

1 Changing your name

1.1 We have to be sure of your true identity so that we can maintain the security of the highly confidential information we hold in our learner records. If you change your name, you must tell us, in writing, and provide copies of appropriate documentary evidence such as:

- a marriage certificate;
- a birth certificate or
- a deed poll

1.2 Qualification certificates can only be issued in the name we have held on record for you at the time of the qualification.

2 Changing your address and other details

2.1 It is important that we have up-to-date and accurate information about you. You can change your address and other contact details, such as phone numbers and email addresses by phone, letter or email to VQ-enquiries@open.ac.uk .

Part 4 Data protection policy

1 Your personal information and the purposes for which it is used

As soon as you contact the Open University VQ Assessment Centre we will create a record of your enquiry. Personal information is used to reply to this enquiry and to provide you with information about our services. Once you return a registration form we will create a record of your name. The information that we then collect is based on your registration form. The University holds general information about learners, such as name, address, units/qualifications registered for, fee payments, equal opportunities information, and data to do with your assessment and progress. The data controller for your personal data is The Open University.

We use personal information to:

- provide information for enquiries. This includes sending you information about the qualifications which we offer.
- process registrations and certifications.
- track your assessment progress and to provide services to you
- produce statistical information which will help us to plan and improve our services

Your information may be accessible by the providers of our eportfolio system. This provider will not use your information in any way that could affect you personally. They may need to access your data if there is a system query. They will never disclose your specific data and information to a third parties without prior written agreement. Information held on this system may be analysed for general statistical purposes.

Your information will also be provided to the Awarding Organisation who accredits your qualification and any public funding agency that has contributed to the cost of your individual qualification.

If you open an account with the Open University Student Budget Account (OUSBA), we may exchange appropriate and necessary information with the OUSBA team.

If you are in debt to us, we may give other people information for the purposes of recovering debt.

If you have been sponsored, signing your registration agreement will give us permission to send progress reports to representatives of your sponsoring organisation.

The data you supply will also be passed to Learning Records Service (LRS) for the purpose of allocating you a Unique Learner Number (ULN) and creation of your Personal Learning Record. The ULN is used to enable collection and sharing of data within the education sector. The Personal Learning Record will be a lifelong record of your learning and qualifications, which will be accessible to you, organisations linked to your education and training and any other organisations you choose. For further details of how your data is shared and used by LRS and how to change who has access to your record, please see the LRS website at www.learningrecordsservice.org.uk. You will be given the opportunity to opt out of sharing your data within the education sector on your registration agreement. One potential consequence of deciding not to give permission to share your Personal Learning

Record will be that you may have to provide copies of certificates or other information to verify your qualifications.

2 Our Principles

The Open University VQ Assessment Centre is committed to the data protection principles of good information handling practises. All personal information is held in secure computer and manual files and transfers of data within the University are made on a 'need to know' basis.

3 Overseas Transfers

The Data Protection Act 1998 limits the transfer of personal data outside the European Economic Area, but information may be transferred over the internet to any country in the world. So whenever you use the internet, you agree to your information being transferred to any other country if necessary.

4 Security

We take security very seriously. All staff are made aware of the security procedures they must follow when handling personal data.

Please note that internet email is never a 100% secure way of communicating. By using it, you agree that you will send any information by email at your own risk.

Whilst we take reasonable precautions to make sure that other organizations who we deal with have good security practices, we are not responsible for the privacy practices of those organizations whose websites may be linked to our services.

5 Access to your Data

Under the Data Protection Act, you have the right to receive a copy of the personal data we have about you. If you want a copy, please write to:

The Data Protection Coordinator
PO Box 497
The Open University
Walton Hall
Milton Keynes
MK7 6AT

You will have to pay a fee to receive this copy.

6 Processing personal data as part of your assessment

You are not usually expected to process personal data as part of your assessment. We recommend you follow the guidelines below:

- You should remove the names of all clients, colleagues and individuals from related organizations from all written evidence such as case notes or evaluative commentaries.
- Where you are being questioned by your assessor, you should ensure that your client remains anonymous.
- Where observation of work is required, you should get your client's permission to be observed in a way which clarifies and respects their right to refuse.
- Where recordings, e.g. CD, MP3, video or similar, are used, you should get your clients' permission for recording a session, and for the use to be made of the recording, in a way

which clarifies and respects their right to refuse. You must make it clear to the client that they can stop the recording at any time; ask for the record to be destroyed immediately after the session and/or not to be forwarded to the assessor. If you have used a recording for assessment purposes, you should destroy it afterwards.

7 Further information and Advice

For more information and advice on data protection matters, contact the Data Protection Coordinator at the address above.

Freedom of information

We have a publication scheme which gives a general right of public access to many types of information. You can access the scheme at www.open.ac.uk/foi.

To find out more about the Freedom of Information Act 2000 and your rights, please see the Information Commissioners Office website at www.ico.gov.uk.

Services for disabled learners

We will do all we can to create conditions in which learners are treated on the basis of their merits, abilities and potential. No matter what your circumstances, you should tell us as early as possible if you need support. We will only use the information you give us to help you whilst progressing your assessment plan. Please remember to let us know if your circumstances change during your qualification. For further guidance, you may wish to read the document 'Meeting Your VQ Needs' which is available from our website at www.open.ac.uk/vq.

Our regulations, policies and statements

The following VQAC specific policies and statements are published at www.open.ac.uk/vq.

Rules and Regulations

Conditions of Registration

Plagiarism

Policies

Data Protection

Statements of service

Information, Advice and Guidance Statement of Service

Learner Charter

Appeals Procedure

Complaints Procedure

Meeting Your VQ needs

The following OU wide documents have been produced primarily for academic students however some parts may be relevant to you as a VQAC learner:

Equality & Diversity Summary Statement [please click here](#)

Freedom of Information Code of Practice [please click here](#)

Advice for using your computer [please click here](#)

Advocacy: Guidance and procedure [please click here*](#)

* Please note that the Advocacy Authorisation Form referred to in this policy should be sent to the VQ Assessment Centre

These conditions, and the publications listed above, can be provided in hard copy or in other formats. Please ask the Vocational Qualification Assessment Centre for more information.

How to contact us

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