

## 2015/16 Fee Rules

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The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). The Open University is authorised and regulated by the Financial Conduct Authority.

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## Section I: Your fee liability

### A. Fees for students registering directly with The Open University

1. This document sets out the rules that we apply to work out the fees that you may have to pay to study with The Open University (OU) and the fee refunds or fee credits which you may be eligible for if there is a change in your study plans.
2. Fees are set by the Council of the Open University. The Open University may charge different fees for students in different countries, for different levels of study and for different modules. This is because the way in which higher education is funded may be different; the costs of providing education may be different; or because we provide a different range of services. The fees that will apply for each course and each territory in which that course may be studied are included in the course information on the Open University website.
3. The [Conditions of Registration](#), which you agree to when you register to study with The Open University, set out your obligation to pay fees. Those Conditions also contain the rules on what may happen if those fees are not paid.
4. You have the right to withdraw from study with no fee liability provided you do this within 14 days of the confirmation of your registration or enrolment or at any time prior to your study commencing. Details of how you can do this are set out in the Cancellation Procedure.
5. Definition of undergraduate, Integrated Master's Degree and postgraduate
  - a) In these rules a reference to an undergraduate course, module or qualification means one which is designated as undergraduate in the course information on the Open University website and an undergraduate student is a student who is either
    - registered for a module which is designated as an undergraduate module; or
    - registered for a qualification which is designated as an undergraduate qualification or as an Integrated Master's Degree and a student who is so registered will be an undergraduate student if they are enrolled on an undergraduate or postgraduate module as part of that qualification;
  - b) In these rules a reference to an Integrated Master's Degree means one which is a 480 credit qualification containing 360 credits of undergraduate modules and 120 credits from postgraduate modules. A student who is registered for an Integrated Master's Degree is an undergraduate student whether the module or modules on which they are enrolled as part of that qualification are designated as undergraduate or postgraduate modules.
  - c) In these rules a reference to a postgraduate course, module or qualification means one which is designated as postgraduate in the course information on the Open University website. A postgraduate student is a student who is registered for a module which is designated as a postgraduate module but is not registered for an undergraduate qualification or an Integrated Master's Degree and studying the postgraduate module as part of that qualification.

6. When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY). The Seasonal Academic Year that you fall into is determined by the start date of the first module you study with us towards your chosen qualification. Your SAY may change if you take a break in your studies or if you change your qualification intention. The SAYs are defined in Table A.

**Table A Seasonal academic years**

<b>Module starts within</b>	<b>Seasonal academic year</b>	<b>First day of academic year</b>
1 August to 31 December	Autumn	1 <sup>st</sup> September or, in Scotland only, 1 <sup>st</sup> August
1 January to 31 March	Winter	1 <sup>st</sup> January
1 April to 30 June	Spring	1 <sup>st</sup> April
1 July to 31 July	Summer	1 <sup>st</sup> July

7. Under Module Regulation MS1.1(c) you are not permitted to register or enrol for study if the fees payable for that study would exceed the maximum fee, if any, that The Open University is legally entitled to charge in a relevant academic year. You may be required to withdraw or defer from enrolled and/or registered modules if the fee limit has been exceeded.
- a) If you are liable to pay a UK England fee and you are registered for an undergraduate qualification, the maximum fee that can be charged for all study undertaken as part of that qualification during the 2015/16 SAY is £6750.
  - b) There are no maximum fees in England for undergraduate students who are registered for modules studied as part of a qualification for which study commenced before 1<sup>st</sup> September 2012.
  - c) There are no maximum fees in England for undergraduate students who are registered for modules as standalone courses.
  - d) There are no legal maximum fees in Wales, Northern Ireland or Scotland.
  - e) There are no legal maximum fees for students studying outside the UK.
  - f) There are no legal maximum fees for postgraduate students.

Please note that there may be a limit for financial support which is lower than the maximum fee. If you study modules with fees that exceed the level of financial support that you are eligible for (if any) you will be required to pay the difference by other means.

8. If you are intending to pay your fees with the aid of a part time fee grant (in Scotland) or a tuition fee loan (in England or Wales) you must study modules in a SAY with a minimum value of 30 credits in order to be eligible for the fee grant or fee loan.

If, after module start, you defer a module or modules as a result of which you are no longer studying modules with a minimum value of 30 credits you may no longer be eligible for the fee grant or fee loan and you may become personally liable for the fees.

For more details, please see section IV B paragraph 25 if you are a student in Scotland, or, if you are a student in England or Wales, please see section VI.

9. The amount of the fee for the modules you are registered or enrolled to study, based on these rules, and the approved payment method you are using to pay those fees, are set out in your Registration Agreement. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the Registration Agreement.
10. If you have registered on a residential school module or a module which includes an embedded residential school, you may be liable to pay an additional accommodation charge under section VII below. You are liable for meeting any other expenses that you may incur in connection with your attendance at residential school and any such expenses will not be reimbursed by the Open University.
11. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional overseas examination fee for any module that has an exam as the End of Module Assessment (EMA).

You will not automatically be allocated to a non-established examination centre, even if your home address is outside UK. If required, you need to apply to sit an overseas examination by completing an OSE1 form and returning it to our Examination Office within the required timescales.

You can find information about examination centres and the details of how to change your examination centre allocation in the Student Help Centre  
<http://www2.open.ac.uk/students/help/> and follow the link to Assessment and Exams.

12. Our acceptance of any form of third party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. We will normally require confirmation of your eligibility before we agree to your registration. If you are permitted to register under paragraph 2.2(c) of the Conditions of Registration before the confirmation is received we may cancel your registration under paragraph 3 of those Conditions if you do not obtain that confirmation within a reasonable time.
13. If we have accepted payment from you or an agreed payment method which has been confirmed and, subsequently that payment or confirmation is withdrawn as set out in paragraph 2.2(d) of the Conditions of Registration we may cancel your registration and recover any fees which are due from you, as set out in paragraph 3 of those Conditions.
14. If you are in debt to the University you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.
15. Please refer to paragraph 3 of the Conditions of Registration for further details about what the University may do if you fail to pay your fees.

## **B. Fees for students studying under a partnership agreement**

16. If you are registering for a module or qualification which is offered under a partnership agreement between The Open University and another educational institution (your Local Education Centre) the following rules will apply to you.
17. The obligation to pay fees is set out in the Conditions of Registration, which also contain the rules on what may happen if those fees are not paid.
18. Your Local Education Centre will tell you how much you have to pay and how you should pay it.
19. You must pay all fees and other charges when asked to do so by your Local Education Centre or by The Open University.
20. Fees charged by your Local Education Centre may be quoted in your local currency.
21. Your Local Education Centre has the right to change fees, deposits and other charges without giving you any notice.
22. Your Local Education Centre will advise you of its policy in relation to refunding module fees.

## **Section II: Working out your fee liability**

### **A. General**

1. The Open University may charge different fees for students in different countries, for different levels of study and for different modules. This is because the way in which higher education is funded may be different; the costs of providing education may be different; or because we provide a different range of services.
2. This section sets out how we work out which fee scheme applies to you, so that we can charge you the correct fee for your circumstances. These rules are used to work out whether or not you are liable for the Standard Fee Scheme; the Devolved UK Nation Fee Scheme; the Postgraduate Fee Scheme or Transitional Fee Arrangements.
3. The fee scheme which applies to you is based on your 'home address' (i.e. where you are ordinarily and lawfully resident) and not a temporary or work address. The OU reserves the right to request evidence from you to confirm your home address. The rules set out in the [Appendix](#) are used to work out whether or not you are eligible for UK fees; and, if you are eligible for a UK fee, which of the four UK nation fees applies to you; and, if you are not eligible for a UK fee, which of the fee territories applies to you.
4. The financial support available to students is also different in the four UK nations and your eligibility (if any) for that financial support will also be based on the fee scheme that applies to you.

## **B. Changes to your address, country of residence or study location**

5. If you move home during your studies your fee may change. You must notify us within a reasonable time if you change your address, change where you are ordinarily and lawfully resident, or if any of your contact details change.
6. If you were registered or enrolled for the first time for a module starting from September 2012 or later, the fee scheme which applies to you is based on your home address on the first day of the academic year of your first module. This fee will continue to apply for the duration of your qualification (if any) unless you take a break in study of more than one academic year, or withdraw (or are withdrawn) from your qualification or move outside of the UK. If you are studying a module as a standalone course, your fee liability will be reassessed each time you register for a module
7. If you registered for a module starting before September 2012 and are continuing to study towards a declared qualification or you are studying a module as a standalone course, you will have your fee scheme status reassessed each academic year and the fee will be based on your home address on the first day of the academic year of each subsequent module.
8. You may use a delivery address which is different from your home address, but if this is in a different fee area to the fee you were registered with, The Open University will ask for evidence that you are ordinarily and lawfully resident at the home address.
9. If you pay a devolved UK nation fee or an English or Republic of Ireland transitional fee and are temporarily outside the territory in which you were registered, you may have to give an address in that territory for delivery of your study materials and arrange for them to be forwarded at your own cost.
10. If you are eligible for a devolved UK nation fee or a transitional fee and then move to another country before the first day of the relevant academic year of your first module start date or, where you started your studies before September 2012, before the first day of the academic year of any module start date, you may be asked to pay a different module fee.

## **C. Liability for Standard fees**

11. You are liable to pay the Standard Fee if you are an undergraduate student who is ordinarily and lawfully resident in England, or any non-UK territory in which Open University study is available and you are not liable for a devolved UK nation fee as set out in section D or eligible for transitional arrangements as set out in section E.

## **D. Liability for a devolved UK nation fee**

12. You are eligible to pay a devolved UK nation fee if your home address is in Northern Ireland, Scotland or Wales on the relevant date as set out in either paragraph 6 or paragraph 7 above.

## **E. Eligibility for Transitional Fee arrangements**

### **Introduction**

Transitional Fee Arrangements are relevant only to undergraduate students whose home address is in England, the Republic of Ireland or other non-UK territories. This section is not applicable to students who are liable for a devolved UK nation fee or to postgraduate students.

### **Part 1. Eligibility for transitional fee arrangements for England and non-UK territories**

13. Transitional fee arrangements commenced from 1 September 2012 and eligible students have been notified.
14. This section sets out the rules for eligibility for those transitional fee arrangements.
15. Any decision made in respect of eligibility for transitional fee arrangements may be appealed in accordance with the University's [Queries and Appeals Procedure](#)
16. You will have been identified as eligible for transitional fee arrangements if you have declared a qualification (your transitional qualification) and studied a module, starting on or after 1 September 2012 and before 31 August 2013, that is linked to that qualification; and at least one of the following applied to you:
  - a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2010 and before 31 August 2011.
  - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2011 and before 31 August 2012 and you remain registered on the first day of the module.
  - c) You were given exceptional eligibility under Part 2 below.
17. You will remain eligible for transitional fee arrangements if you continue to study towards your declared transitional qualification(s). This means you must register and start a module(s) that is linked to your transitional qualification(s) during each academic year until 31 August 2017 (each academic year runs from 1 September – 31 August), or if you are given exceptional eligibility under Part 2 below.
18. If you do not meet the eligibility requirements set out in paragraph 17 you will no longer be eligible for transitional fee arrangements. You will normally be able to continue to study towards your transitional qualification for as long as it remains available, but the Standard Fee will be payable.
19. Transitional fee arrangements will apply only to module(s) that can count towards your transitional qualification(s). If you wish to register for an additional module, whether as a standalone module or to count towards a declared qualification that is not eligible for transitional arrangements, the Standard Fee will apply as determined under Section II above.
20. You may change your transitional qualification(s) before 31 August 2017, if you receive academic authority from the University to do so.

21. If you first registered with The Open University for a qualification beginning on or after 1 September 2012 and you are topping up an existing undergraduate qualification, you will be eligible for transitional arrangements providing that you are studying towards a first degree with honours taken (disregarding any normal intervening vacation) immediately after successful completion of one of the following part-time qualifications:

- Higher National Certificate (HNC)
- Certificate of Higher Education (CertHE)
- Higher National Diploma (HND)
- Diploma of Higher Education (DipHE)
- Foundation Degree
- First Degree without Honours.

22. Duration of transitional arrangements

- a) If you have gained sufficient credit that is linked to your transitional qualification(s) to be awarded that qualification before 31 July 2017, your eligibility for transitional arrangements will end on the date that you become eligible to be awarded that qualification, whether or not you accept the award of that qualification. If, on or after that date, you are registered for further study that has not yet started you may be required to pay an additional fee of the difference between the fee you have paid or are liable to pay and the Standard Fee.
- b) If you have not completed your transitional qualification by 31 July 2017 your eligibility for transitional arrangements will end on that date, unless the criteria in Part 2 below apply to extend the period. Standard Fees will be payable for further study starting after that date. You will normally be able to count credit to your transitional qualification until 31 December 2017, or in the case of the Open Degree, 31 December 2019 or, subject to the relevant Qualification Regulations, transfer your credit to another OU qualification.

## **Part 2. Exceptional eligibility for transitional fee arrangements for England and non-UK territories**

23. The Open University recognises that there may be students who experience exceptional circumstances which affect their ability to study with the result that they cannot meet the continued eligibility criteria for transitional arrangements and that this may result in significant disadvantage or unfairness to those students.

24. If you think that this may apply to you, perhaps because you have had to take a study break due to illness, family commitments or your situation at work, you can apply to be eligible for transitional fees for modules which start between 1 August 2013 and 31 August 2019. Please note your qualification may be withdrawn before 31 August 2019.

25. Please note that this exceptions policy applies only to transitional fee arrangements in England, and non-UK territories and to transitional financial support arrangements in Wales.

There is no exceptions policy for transitional financial support arrangements in England. If you are awarded transitional fee status via this exceptions policy you will not be entitled to transitional financial support and will need to make alternative arrangements to pay your module fees.



## **How to apply for transitional fee exceptions**

26. Applications must be made on the application form and must meet all of the following criteria.

- a) You are a student ordinarily and lawfully resident in England, the Republic of Ireland, European Approved Study Areas and other European and World Wide Study Areas.
- b) You were resident in England and have studied or completed a module that counts towards your declared transitional qualification during one of these academic years: 2008/09, 2009/10, 2010/11 or 2011/12.
- c) You do not become a lapsed student (someone who does not start a module for a 24-month period) between 1 September 2008 and 31 August 2017. This means that you will not be able to apply if in this period you will have had two or more consecutive years away from study before the start of your next module.
- d) You have been, or are prevented from, studying or completing a module during the transitional period, due to one or more of the exception criteria described below.
- e) You provide evidence to support your claim that the special circumstance prevented you from studying in any one year (for example a medical certificate or letter from your employer).
- f) You provide a statement of why the special circumstance that applies to you has prevented you from studying.

27. You will receive a response within 20 working days, but a final decision may take longer than this so you should apply as soon as possible and allow for that extra time when you are making your study choices and applying to register.

28. Exception criteria

- a) Disability
- b) Gender reassignment
- c) Pregnancy or maternity
- d) Caring responsibilities
- e) The death or serious illness of a close family member, partner or dependant
- f) An unforeseen prolonged incapacity due to serious illness, accident or medical condition
- g) An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities. Circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.
- h) A clear case of significant maladministration by the University, including the provision of incorrect advice.

- i) Any other exceptional and unforeseen circumstances of a serious nature.
29. Note that it is not enough that you fit the timescale and meet one of the special circumstances. The key point is that something has changed and that has prevented you from studying. For example, telling us that you had back surgery in 2012 would not be enough. You would need to provide:
- a clear statement of why this prevented you from studying and completing your module successfully; and
  - evidence, like a letter from your doctor, which supports what you have told us about your circumstances.
30. If you are given exceptional eligibility for transitional fee arrangements under this policy, you will normally be required to meet the standard eligibility criteria for the rest of the transitional period. If you are unable to do so, you must make a further application under this policy, which will be considered on its own merits.

## **Section III Eligibility for transitional financial support arrangements**

### **A. Students with a home address in England**

1. This section applies to undergraduate students ordinarily and lawfully resident in **England**. It is not applicable to postgraduate students or to students ordinarily and lawfully resident in any other UK nation or outside the UK.
2. From 1 September 2012 onwards new undergraduate students in England, or those resuming OU study after a break of more than a year, are eligible to apply for a part-time tuition fee loan. Those students who began their OU study prior to the 1 September 2012 are entitled to continue to study under the financial support arrangements in place when they began study.
3. The eligibility criteria to apply for transitional financial support arrangements in England are the same as the eligibility criteria for transitional fee arrangements. Please refer to section II Part 1
4. Please note that transitional financial support arrangements are based on the statutory Student Support Regulations. The Open University is not responsible for these arrangements and there is no right of appeal or exceptions policy.

### **B. Students with a home address in Wales**

5. This section applies to eligible undergraduate students ordinarily and lawfully resident in **Wales**. It is not applicable to postgraduate students or to students ordinarily and lawfully resident in any other UK nation or outside the UK.
6. From 1 September 2014 onwards new undergraduate students in Wales, or those resuming OU study after a break of more than a year, are eligible to apply for a part time tuition fee loan. Those students who began their OU study prior to the 1 September 2014 are entitled to continue to study under the financial support arrangements in place when they began study. This section summarises the eligibility criteria to study under these transitional financial support arrangements.

7. There have been no changes to the fees paid by students resident in Wales. Those eligible for a tuition fee loan will pay the same fee as those studying under transitional financial support arrangements.
8. Transitional financial support arrangements commenced from 1 September 2014 and eligible students have been notified.
9. This section sets out the rules for eligibility for those transitional financial support arrangements. Note that this support is means tested and that eligibility can only be confirmed following the submission of a formal application for financial support.
10. You will have been identified as eligible for transitional financial support arrangements if you have declared a qualification and studied a module, starting on or after 1 September 2014 and before 31 August 2015, that is linked to that qualification; and at least one of the following applied to you:
  - a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2012 and before 31 August 2013.
  - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2013 and before 31 August 2014 and you remain registered on the first day of the module.
11. You will remain eligible for transitional financial support arrangements if you continue to study towards your declared transitional qualification(s). This means you must register and start a module(s) that is linked to your transitional qualification(s) during each academic year until 31 August 2019 (each academic year runs from 1 September – 31 August), or if you are given exceptional eligibility under Section II Part 2 above.
12. You will no longer be eligible to apply for transitional financial support arrangements when you have gained sufficient credit to be awarded the transitional qualification(s), whether or not you accept the award of that qualification, or lose eligibility through other criteria.
13. You may change your transitional qualification(s) before 31 August 2019, if you receive academic authority from the University to do so.
14. If you first registered with The Open University for a qualification beginning on or after 1 September 2014 and you are topping up an existing undergraduate qualification, you will be eligible for transitional arrangements providing that you are studying towards a first degree with honours taken (disregarding any normal intervening vacation) immediately after successful completion of one of the following part-time qualifications:
  - Higher National Certificate (HNC)
  - Certificate of Higher Education (CertHE)
  - Higher National Diploma (HND)
  - Diploma of Higher Education (DipHE)
  - Foundation Degree
  - First Degree without Honours.

## Section IV: Fee refunds and fee credits policy

### A. Introduction

1. This policy applies to students who defer or withdraw from any Undergraduate, Professional or Postgraduate Certificate/Diploma in Education (PGCE/PGDE), Postgraduate or Non-accredited learning (NAL) module in 2015/16. The policy applies to students registered for qualifications, or registered for modules linked to declared qualifications and standalone modules. It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University.
2. You have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason, within 14 days of the date of the email or letter confirming The Open University's acceptance of your application to register or enrol and you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled

To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).

3. If you are considering deferring your studies, we recommend that you contact us to confirm your entitlement to any fee refund or fee credit towards future study. General principles are set out below. This document needs to be read in conjunction with the [Deferrals and Withdrawals Policy](#) available from the [Essential Documents](#) site.
4. In order to be eligible for any fee refund or fee credit under this policy, you must have followed our [Cancellation Procedure](#) to defer or withdraw from your studies. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a fee refund or fee credit will be determined under the rules set out in that procedure.
5. You agreed to pay your fees when you registered to study. Unless you are entitled to a refund under this policy you must still pay your fees even if you subsequently defer your studies. If you have paid your fees using an Open University Student Budget Account (OUSBA) credit agreement you are required to maintain your payments under that agreement even though you may have withdrawn from and/or deferred your study with The Open University. If there is any change to your fee liability or payment schedule as the result of deferring or withdrawing from your studies OUSBA will contact you directly.
6. If you are in debt to the University for your fees, you cannot use a fee credit to reduce the value of your debt. You will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.
7. If you do not register or enrol for further study within the period of validity of a fee credit, the credit will cease to be available, and the University is not liable to refund any part of the original fees for the module that was deferred.

8. The rates of fee refund and fee credit that may apply and the period of validity of a fee credit are determined as set out below:

Part B - Undergraduate students;

Part C - Professional/Postgraduate Certificate in Education (PGCE) and Professional Graduate Diploma of Education (PGDE) students;

Part D - Postgraduate students;

Part E - Non Accredited Learning and Continuing Professional Development (CPD) students.

Part F – The Open University's Discretionary Fee Credit and Refund Policy

## **B. Undergraduate students (including Integrated Master's Degrees)**

9. This section applies to:

- a) Students who are registered for an undergraduate module; or
- b) Students registered for an undergraduate qualification or registered for an Integrated Master's Degree and who are enrolled on either undergraduate or postgraduate modules as part of that qualification.

This section does not apply if you are a student who has studied with the Open University since before 1<sup>st</sup> August 2012 and you are studying a postgraduate module that you are counting towards a declared undergraduate qualification. Please see section D below for the rules that will apply if you defer or withdraw from that module.

10. If you cancel your registration or enrolment under paragraph 2 of Section A above you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
11. If you defer or withdraw more than 14 days after registering for a qualification or module but before module start, you will be entitled to a full refund of any fees paid for the module. This applies to all methods of payment excluding gift vouchers. Payment made by gift voucher will be transferred to another module.
12. If you have paid your fees (wholly or in part) with a tuition fee loan and you defer your studies, you may be eligible for a fee credit in respect of the fees paid up to the date of your deferral. You will not be liable for any fees due to be paid by tuition fee loan after that date and your loan liability will be adjusted if required. If you cease to study but you have not informed us, under the Cancellation Procedure, that you are deferring you will not be eligible for a fee credit, but your loan liability will be adjusted from when you ceased to study.
13. If you have had your fees paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from The Open University, you are not eligible for a refund for the grant element of the fee. You may be eligible for a credit on the fee for a module beginning within the relevant period of validity.
14. If you have paid your own fees or a sponsor has paid your fees (whether in whole or in part) you may be eligible for a refund and/or a credit towards the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to the University or a continuing student.

15. If you have paid your fees using an Open University Student Budget Account and you wish to defer your studies you may be eligible for a fee refund and/or a fee credit towards the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to the University or a continuing student. In order to be eligible for a fee refund and/or a fee credit you must tell either OUSBA Limited or the Open University (using the Cancellation Procedure) that you are deferring your studies. You should not simply stop studying and/or stop making payments. If you do not formally notify either OUSBA Limited or the Open University you will remain liable for the full fees and for making any payments due under your credit agreement.
16. A Fee Credit is valid for a defined period. If a Fee Credit has not been used within the period of validity, it expires, and no refund is given. The period of validity is 25 months from the start of the deferred module. NOTE: If you are deferring with Assessment Banking you must return to study within 13 months of the start of the deferred module. A fee credit will remain valid after that date, but you will no longer be able to bank your assessment scores.
17. If, after the module has started, you defer from a module, the following conditions apply to the use of any fee credit to which you may be entitled on deferral (subject to the time limits in paragraph 16 above):
  - a) If you defer from the first module(s) you have enrolled or registered on, as an Open University student, you may apply a credit towards the fees for any other module you are eligible to study.
  - b) If you defer from any subsequent module, unless paragraph (c) applies, you may only apply a credit to a future presentation of the deferred module, this can include a different version of the same module. Where the module is no longer available, the University may designate another module or modules as equivalent for the purpose of applying credits.
  - c) If you defer from any subsequent module and either:
    - i) There is evidence that the deferred module was academically unsuitable for you and you have received academic advice from your Student Support Team that an alternative module will benefit completion of your study goal or qualification; or
    - ii) There are compelling personal circumstances as a consequence of which you are unable to complete the deferred module and you have received academic advice from your Student Support Team that an alternative module is more appropriate; or
    - iii) There is evidence that you were misadvised to study the deferred module and have received academic advice from your Student Support Team that an alternative module is more appropriate;you may apply a credit to the alternative module.
18. Fee credits are calculated on the fee paid for the deferred module. When you return to study you will be liable to pay any difference in the fee.
19. If you have paid your fees using a combination of payment methods, you will have credits and refunds applied in proportion to the sums covered by the different payment

methods. This includes if your fee was paid by a third party. Refunds on a third party payment result in a refund to the third party. Credits on a third party payment are credited to the student.

20. A fee credit can only be applied to a module once after the relevant liability period commences. If you use a fee credit together with another payment option for a module and you withdraw from that module you will not be eligible for a further fee credit for that module in respect of either the proportion paid using the fee credit or any additional fee paid unless the conditions in paragraph 21 below apply. If Tables 1-4 apply to you may be eligible for a reduction in Tuition Fee Loan liability or a refund only in respect of any additional fee paid.
21. You may apply for consideration of a discretionary fee credit or refund if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by the University. The Discretionary Fee Credit and Refund Policy is set out in Section IV Part F of this document.
22. There are regulations concerning the payment of fees for short modules (<30 credits) for students ordinarily and lawfully resident in England. These are outlined in the Short Module Policy in Section VI below.

### **Levels of fee liability, fee refund and/or fee credit**

23. This paragraph and tables 1 to 4 apply to:

- i) Undergraduate students who are liable for a Standard Fee;
- ii) Undergraduate students with a home address in Wales and who have paid a devolved UK Nation Fee using a tuition fee loan.

If you defer between the first day of your module and the 13th day of your module you have no loan liability to Student Finance England (SFE) or Student Finance Wales (SFW) nor to the University. If you or a sponsor have paid the fee we will refund the fee. If you have paid with a loan from OUSBA Limited the loan agreement will be cancelled. If you defer on or after the 14th day of your module you will be liable for fees as set out in the table and eligible for a credit on the fee for a future module beginning within 25 months.

NB: More than 13 days after module start a fee credit is only awarded on the deferral of modules of 30 credits or more.

The amount of credit applied is described in Tables 1-4.

Table 1 (modules starting from September-December)

Table 2 (modules starting from January-March)

Table 3 (modules starting from April-June)

Table 4 (modules starting from July-August)

**Table 1 Modules beginning September – December 2015**

	<b>Tuition fee loan (England and or Wales)</b>		<b>OUSBA, self-pay or sponsorship</b>	
<b>Period</b>	<b>Loan liability to SFE or SFW</b>	<b>(Fee Credit)</b>	<b>Refund</b>	<b>(Fee Credit)</b>
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December	25%	25%	75%	25%
1 January to 31 March 2016*	50%	50%	50%	50%
1 April 2016 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

\*or until final deferral date, whichever is earlier

**Table 2 Modules beginning January – March 2016**

	<b>Tuition Fee Loan (England and or Wales)</b>		<b>OUSBA, self-pay or sponsorship</b>	
<b>Period</b>	<b>Loan liability to SFE or SFW</b>	<b>Credit (Fee Credit)</b>	<b>Refund</b>	<b>Credit (Fee Credit)</b>
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 March 2016	25%	25%	75%	25%
1 April 2015 to 31 July 2016*	50%	50%	50%	50%
1 August 2016 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

\*or until final deferral date, whichever is earlier



**Table 3 Modules beginning April – June 2016**

	<b>Tuition Fee Loan (England and or Wales)</b>		<b>OUSBA, self-pay or sponsorship</b>	
<b>Period</b>	<b>Loan liability to SFE or SFW</b>	<b>Credit (Fee Credit)</b>	<b>Refund</b>	<b>Credit (Fee Credit)</b>
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 July 2016	25%	25%	75%	25%
1 August 2014 to 31 December 2016*	50%	50%	50%	50%
1 January 2017 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

\*or until final deferral date, whichever is earlier

**Table 4 Modules beginning July – August 2016**

	<b>Tuition Fee Loan (England and/ or Wales)</b>		<b>OUSBA, self-pay or sponsorship</b>	
<b>Period</b>	<b>Loan liability to SFE or SFW</b>	<b>Credit (Fee Credit)</b>	<b>Refund</b>	<b>Credit (Fee Credit)</b>
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December 2016	25%	25%	75%	25%
1 January 2017 to 31 March 2017*	50%	50%	50%	50%
1 April 2017 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

\*or until final deferral date, whichever is earlier

24. This paragraph and tables 5 to 8 apply to:

- i) Undergraduate students eligible for transitional fee arrangements;
- ii) Undergraduate students liable for a devolved UK Nation fee (excluding students in Wales who have paid by tuition fee loan from Student Finance Wales).

If you defer on or after your module start date, you will be eligible for a fee credit towards the fee for a future module beginning within 25 months.

The amount of fee credit applied is described in Tables 5-8.

Table 5 (modules starting from September-December)

Table 6 (modules starting from January- March)

Table 7 (modules starting from April-June)

Table 8 (modules starting from July-August)

These apply both to students registered for a qualification and students registered for a module.

NB: After module start a fee credit is only awarded on the deferral of modules of 30 credits or more.

Fee refunds are not available after module start unless section F (Discretionary Fee Refunds) applies.

**Table 5 Modules beginning September-December 2015**

<b>Date of deferral</b>	<b>Refund</b>	<b>Credit on future module enrolment</b>
Before module start	100%	0%
Module start to 31 March 2016*	0%	100%
1 April 2016 to final deferral date	0%	70%
After final deferral date	0%	0%

\*or until final deferral date, whichever is earlier

**Table 6 Modules beginning January – March 2016**

<b>Date of deferral</b>	<b>Refund</b>	<b>Credit on future module enrolment</b>
Before module start	100%	0%
Module start to 31 July 2016*	0%	100%
1 August 2016 to final deferral date	0%	70%
After final deferral date	0%	0%

\*or until final deferral date, whichever is earlier

**Table 7 Modules beginning April – June 2016**

<b>Date of deferral</b>	<b>Refund</b>	<b>Credit on future module enrolment</b>
Before module start	100%	0%
Module start to 31 December 2016*	0%	100%
1 January 2017 to final deferral date	0%	70%
After final deferral date	0%	0%

\*or until final deferral date, whichever is earlier

**Table 8 Modules beginning July – August 2016**

<b>Date of deferral</b>	<b>Refund</b>	<b>Credit on future module enrolment</b>
Before module start	100%	0%
Module start to 31 March 2017*	0%	100%
1 April 2017 to final deferral date	0%	70%
After final deferral date	0%	0%

\*or until final deferral date, whichever is earlier

25. If you are a student registered in Scotland and you intend to use a part-time fee grant towards your module fees, and you withdraw or defer after the module start date but before the dates shown below in Table B, you will not receive a part-time fee grant but you will still be liable to pay the module fee, including the fee of any other module you remain registered for if your total credits are less 30 (as you will no longer meet the credit threshold for a fee grant).

**Table B Withdrawal cut off dates for Scottish part-time fee grants**

<b>Module start date</b>	<b>Withdrawal cut-off date</b>
1 August to 31 December	1 December
1 January to 31 March	1 March
1 April to 30 June	1 June
July	1 July

### **C. Professional/Postgraduate Certificate in Education (PGCE) and Professional Graduate Diploma of Education (PGDE) students**

26. From 1<sup>st</sup> August 2015 there are no fee refunds or fee credits available for students who withdraw from PGCE and PGDE courses.

## D. Postgraduate students (non-PGCE/PGDE)

27. This section applies to:

- students who are registered for a postgraduate module as a standalone module; or
- students who are registered for a postgraduate module as part of a declared postgraduate qualification.
- students who have studied with the Open University since before 1st August 2012 and are registered for a postgraduate module as part of a declared undergraduate qualification.

28. This section does not apply to students who are enrolled for a postgraduate module as part of a registered undergraduate qualification or an Integrated Master's Degree (please see section B above).

29. If you cancel your registration or enrolment under paragraph 2 of Section A above you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.

30. If you defer or withdraw more than 14 days after registering for a qualification or module but before module start, you will be entitled to a full refund of any fees paid for the qualification or module. This applies to all methods of payment excluding gift vouchers. Payment made by gift voucher will be transferred to another module.

31. If you are registered for a resit or resubmission, you will be entitled to a full refund of your module fee if you withdraw from that resit or resubmission on or before the date given in column 3 of Table C for the presentation on which you are registered. You are not entitled to any fee refund or fee credit if you withdraw after that date.

**Table C: Refund cut off dates for withdrawals from resits and resubmissions**

Presentation code	Resit exam date or EMA resubmission date	100% refund cut off date
2015M	01 September 2015 to 31 October 2015	31 July 2015
2016P	01 December 2015 to 31 January 2016	30 November 2015
2016L	01 February 2016 to 30 April 2016	28 February 2016
2016R	01 May 2016 to 15 June 2016	20 April 2016
2016N	16 June 2016 to 31 July 2016	31 May 2016

The presentation code is stated in the letter confirming your registration for the resit or resubmission.

32. If you withdraw from any other module **after** the module start date, you will not be entitled to any refund of your module fee.

33. Table D tells you the fee credit you are entitled to on future modules (starting within 18 months of your original module start date) if you decide to cancel your registered module, other than a resit or resubmission.

**Table D: Fee credit towards future modules (starting within 18 months of your original module start date) if you defer your studies:**

<b>Liability point</b>	<b>Fee Credit</b>
If you defer once your module has begun, but not later than 28 days from the module start date	You can change to a module that starts within 18 months of your original module start date and you will be entitled to a fee credit equal to 80% of your original module fee.
If you defer more than 28 days from the module start date but before the $\frac{1}{3}$ date	You can change to a module that starts within 18 months of your original module start date and you will be entitled to a fee credit equal to 60% of your original module fee.
If you defer after the $\frac{1}{3}$ date but before the $\frac{2}{3}$ date	You can change to a module that starts within 18 months of your original module start date and you will be entitled to a fee credit equal to 30% of your original module fee.
If you defer after the $\frac{2}{3}$ date	You will not be entitled to a fee credit.

To calculate the  $\frac{1}{3}$  date and  $\frac{2}{3}$  date for your registered module, use Table E.

**Table E: How to work out the  $\frac{1}{3}$  and  $\frac{2}{3}$  dates that apply to your registered module**

<b>Start date</b>	<b>Date module ends</b>	<b><math>\frac{1}{3}</math> date</b>	<b><math>\frac{2}{3}</math> date</b>
February	October	30 April	31 July
February	April	28 February	31 March
February	June	31 March	31 May
May	April	31 August	31 December
May	October	30 June	31 August
May	July	31 May	30 June
August	October	31 August	30 September
September	October	28 February	30 June
September	January	20 October	8 December
October	April	30 November	31 January
October	June	31 December	31 March
October	October	31 January	31 May
November	October	28 February	30 June
November	April	31 December	28 February
November	January	30 November	31 December

34. You can change your module to another at any time before the start date of your original module, as long as there are enough places on your new choice of module. Any refund of fees due to you will be transferred to your new module. You must pay any difference between the original fee and the fee for your new module before we can register the change. If the fee for your new module is lower than the original fee, you will receive a full refund of the difference.
35. If you want to change your module any time after the module start date, you will have to withdraw from your current module and register on your new module, even if you want to change to a later presentation of the module you are currently registered on. You may be entitled to a fee credit towards the fee of another module, as long as it will start within 18 months of the start date of your original module and you have paid the module fee in full at the date of the transfer. You must pay any difference in the fee before we can register the change. Please see Table D for full details. You will not be entitled to a fee credit on any other module if the date of your withdrawal is on or after the first day of any residential school that you must go to. You can only use your credit once. If you decide not to study on a module on which you have used a credit, we will refund any extra fees that you paid at the time of the transfer, as long as you withdraw before the start date of the later module. If you withdraw after the module has started you will not receive a further credit off future module fees.
36. If you have paid your own fees (with or without an Open University Student Budget Account credit agreement) or a sponsor has paid your fees, or you have had a grant to pay your fees, you may be eligible for a credit on the fee for a future module beginning within the relevant period of validity.
37. If you have paid your fees using a combination of payment methods, you will have credits and refunds applied across all deferred modules in proportion to the sums covered by the different payment methods.
38. You may apply for consideration of a discretionary fee credit if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by the University. The Discretionary Fee Credits Policy is set out in Section IV Part F of this document.

## **E. Non-accredited learning (NAL)**

39. If you withdraw within 14 days of registering for a Non-Accredited Learning module you will be entitled to a full refund of any fees paid. This applies to all methods of payment. If you withdraw more than 14 days after registering, you are not entitled to any refund of fees paid or credit towards future study.

## **F. The Open University's discretionary fee credit and refund policy**

40. You may apply for consideration for a discretionary fee credit if you have had to defer a module due to difficult personal circumstances and can provide evidence of meeting the conditions specified by Senate in Table F.

**Table F: Conditions specified by Senate**

<b>Criterion</b>	<b>Conditions and notes</b>	<b>Supporting evidence required</b>
1. Death of a close family member, partner or dependant.	A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.	Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (exceptions may be made if death has taken place within six weeks of application).
2. Unforeseen prolonged and serious illness of yourself or a close family member.	If you have ongoing medical problems the condition needs to have worsened or deteriorated since the module start date, i.e. it could not have been anticipated that the illness or condition would have adversely impacted on study at the outset of the module.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal).
3. Maladministration on the part of the University.	Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University.	Any relevant evidence to support your application e.g. record of student contact.
4. Military deployment.	If you are drafted to a war zone.	Hard copy or email notification followed by documentary evidence. e.g. letter or email from your commanding officer.
5. Exceptional circumstances beyond your control.	Circumstances beyond your control that significantly reduced the time available for study over a sustained period.	Supporting evidence e.g. report from emergency services, social services, police or counsellor.

41. An application for a **discretionary fee refund** can only be considered under the following conditions.

- The death of a registered or enrolled student;
- Serious maladministration on the part of the University as a result of which you do not wish to continue studying with the University;
- Unforeseen prolonged and serious illness of yourself or a close family member as the result of which you are unable to return to study within 25 months (of the start date of the module you have deferred from).

## **Section V: Fees for repeating modules**

### **A. Introduction (all accredited students)**

1. You may repeat study of any Open University module that you have not been awarded credit for unless Module Regulation MS 1.1(c) applies to you. (This restricts further registration or enrolment if in three eligible presentations of study you do not complete at least one module successfully).
2. You may only repeat study of a module that you have already been awarded credit for if the circumstances specified by Senate under Module Regulation MS2.7 apply. (That is, you have not achieved a threshold grade specified for you to be able to progress in your qualification).
3. If study of a module is repeated you will be required to register or enrol for that module and the full fee for that module will apply unless you are eligible for a reduced module fee under part B below. The fee you pay is the relevant fee in place at the time when you repeat the module.

### **B. Reduced module fees for repeating modules**

#### **4. Failure of a module**

If you are an undergraduate student and you have failed a module (as defined in Module Regulation MS2.6) a reduced module fee will be payable in place of the full module fee if all of the following circumstances apply to you.

- a) You are repeating study of a module that you have previously failed, or where that module is no longer available, a module which the University has designated as equivalent (if any).
- b) You have not already had a reduced module fee applied to that module on a previous occasion.
- c) You did not defer the module that you failed, either with or without assessment banking, except in circumstances to which Section IV F of these rules applies (conditions specified by Senate for discretionary fee credits).
- d) For the module that you failed, you had participated in all activities to the satisfaction of the University, including any residential school element, and participated in the end of module assessment by attending the examination or submitting the examinable component and by attending a resit examination or resubmitting the examinable component as appropriate.
- e) You have applied to register or enrol to repeat the module on a presentation which starts within 25 months of the start of the module that you failed.

#### **5. Failure to achieve a specified performance threshold**

If you are an undergraduate student and you have been awarded credit for a module but failed to reach a performance threshold specified as an additional progression rule under



your specific qualification regulations, a reduced module fee will be payable in place of the full module fee if all of the following circumstances are achieved.

- a) You are permitted, as set out in paragraph 2 above, to repeat study of that module or, where that module is no longer available, a module which the University has designated as equivalent (if any).
  - b) You have not already had a reduced module fee applied to that module on a previous occasion.
  - c) You have applied to register or enrol to repeat the module on a presentation which starts within 25 months of the start of the module for which you failed to reach the performance threshold.
6. The reduced module fee is 10% of the Standard Fee in force at the time when you register to repeat the module.

## Section VI: Short modules and Tuition Fee loans

1. This section applies to undergraduate students who are using a Tuition Fee Loan to pay their tuition fees and who are studying an Open University qualification which includes 'short modules' which have a credit value of less than 30 credits.
2. The rules for Tuition Fee Loans require that a minimum of 30 credits must be studied during an academic year in order for the fees to be eligible for a loan. These 30 credits cannot be achieved by 'bundling' other short modules which have a credit value of less than 30.
3. This means that if you wish to use a Tuition Fee Loan to pay the fees for a short module that is part of your qualification you must also be studying at least one other 30 or 60 credit module that is linked to that qualification. You must study this module in the same academic year as the short module and on either the same or an earlier presentation.
4. You can only use a Tuition Fee Loan to pay for a short module that is credit bearing and is either:
  - a) compulsory module in your registered qualification; or
  - b) is eligible to be counted to your declared qualification.

If you are registered for a qualification and you have changed your registered qualification to the Open Degree after studying a short module towards your original qualification, you may enrol for a further short module in order to achieve a total of 30 credits from short modules. The further short module must also have been compulsory in the qualification pathway that you have changed from. If you have changed your registered qualification to any other qualification you will only be able to enrol for short modules that are compulsory in the new qualification.

5. You must be using your Tuition Fee Loan to pay for all or part of the fees of your 30 or 60 credit module and to pay for the whole of the fee for the short module. You cannot use a Tuition Fee Loan as part payment for a short module.
6. If you defer or withdraw from your 30 or 60 credit module before the start date of the short module, so that the credit value of your current study, not counting the short module, drops below 30 credits your enrolment or registration for the short module will be cancelled unless you provide an alternative method of payment in place of the Tuition Fee Loan.
7. If you defer or withdraw from your 30 or 60 credit module after the start date of the short module so that the credit value of your current study, not counting the short module, drops below 30 credits you will no longer be eligible for a Tuition Fee Loan for the short module and you will become liable to pay the fee yourself using another payment method. (See Paragraph 3 of the [Conditions of Registration](#) for details of what may happen if you do not pay your fees.)
8. If, for any other reason, you cease to be eligible for a Tuition Fee Loan to pay the fees for a short module and you have not cancelled your enrolment or registration for that module before the start date of the module, The Open University (or their agents) reserve the right to claim the short module fee from you.

9. The [Deferrals and Withdrawals Policy](#) sets out the circumstances in which you may defer or withdraw from a short module. Your eligibility for a fee refund or fee credit, if any, will be determined in accordance with the Section IV above.

## Section VII: Accommodation charges for residential schools

1. This section applies to students enrolled on a residential school module or a module which includes an embedded residential school who are resident in England or resident outside of the UK (including the Republic of Ireland) and not eligible for transitional fee arrangements under section III above.
2. This section does not apply to students who are:
  - a) resident in England or resident outside of the UK (including the Republic of Ireland) and eligible for transitional fee arrangements under section III above; or
  - b) resident in Northern Ireland, Scotland or Wales
3. If this section applies, an additional charge ("the accommodation charge") is payable for the cost of accommodation and meals provided for those attending that residential school, except where:
  - a) the module fee expressly includes the cost of accommodation and meals at a residential school; or
  - b) students are required or advised to make independent arrangements for accommodation and meals during their attendance at the residential school for that module; or
  - c) you have expressly notified Student Recruitment that you intend to make independent arrangements for your accommodation and meals during your attendance at the residential school;
  - d) you will be participating in the Alternative Learning Experience (where available) instead of attending the residential school.

Note: The University recommends that, in order to gain the maximum benefit from the residential school element of a module, students should attend the residential school wherever possible and to be fully resident at that residential school.

4. The accommodation charge will cover the cost of accommodation and meals for the duration of the residential school that you are attending. The amount of the accommodation charge and the details of the accommodation and meals to be provided will be set out on the booking page for the residential school that you are attending. It will also indicate whether meals may be purchased at the venue on a cash basis.
5. The accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given.
6. If the accommodation charge is not paid by the deadline you will be contacted by phone or email to ask you to confirm whether or not you require accommodation at the residential school you are attending:
  - a) If you do require accommodation you must contact us to confirm by the date specified, which will be at least eight weeks before the beginning of the residential school. Payment of the accommodation charge must be made in full at the time of confirmation.

- b) If you do not confirm that you require accommodation at the residential school you are attending and do not make payment of the accommodation charge within the time specified, no accommodation or meals will be booked for you at the residential school and it will be assumed that you are making independent arrangements.
  - c) If you have not confirmed that you require accommodation at the residential school you are attending within the time specified but subsequently wish to do so, a limited amount of accommodation may become available from time to time due to cancellations, but this cannot be guaranteed. Any such accommodation will be allocated on a first come, first served basis. Payment must be made at the time of allocation and will not be refundable unless paragraph 13 applies. You may also be asked to contact the venue directly to make your own arrangements.
  - d) If you have not confirmed your requirement for accommodation and meals and paid the additional charge by the date specified in the reminder, the University will be under no obligation to provide accommodation or meals for you while you attend the residential school.
7. If you attend the residential school without either having paid the accommodation charge or having made independent arrangements for your accommodation and meals during your attendance and there is no suitable accommodation available at the residential school venue, you must make your own arrangements locally.
  8. The University does not accept any responsibility for a student's failure to make accommodation arrangements or for the failure of or problems with independently made arrangements.
  9. Any such failure or problems will not excuse non-attendance or non-participation in the residential school. Circumstances that are outside your control which affect your participation in or performance at a residential school may be reported to be taken into account by submitting a form RS39 which is available from the [Residential Schools Office](#).
  10. If you defer or withdraw from a residential school module or a module which includes an embedded residential school, Section IV above (Fee refunds and fee credits policy) will apply to the tuition fee payable for that module but not to the accommodation charge.
  11. An accommodation charge that you have paid will only be refunded if, not less than eight weeks before the schools begins, you notify the University that you are:
    - a) Intending to make independent arrangements for accommodation and meals;
    - b) Unable to attend the residential school and wish to make arrangements to participate in the Alternative Learning Experience (where available);
    - c) Deferring study of the module to a later presentation;
    - d) Withdrawing from the module;
  12. You must notify the University as set out in the [Cancellation procedure](#). A refund of an accommodation charge will be made by the same method that the charge was paid.
  13. If you have paid an accommodation charge and you have not notified the University at least eight weeks before the school begins that, for any reason, you will not require

accommodation and meals at a residential school you will only be eligible for a refund of the accommodation charge if you meet the criteria of the Discretionary Fee Credit and Refund Policy set out in Section IV F above.

## 2015/16 Fee Rules

### Summary of changes to previous versions April 2014, August 2014, January 2015

- Section I:
  - Definitions of 'Integrated Master's Degree' and 'Undergraduate Student' have been added.
  - Start dates of Seasonal Academic years added.
  - Clarification of maximum fee limits for students in England who are not registered for a qualification
  - Further information added on additional charges and costs of study
- Section II:
  - Standard Fee Scheme, Devolved UK Nation Fee Scheme, Postgraduate Fee Scheme and Transitional Fee Arrangements defined.
  - Amendments to E Part 1 to further explain maintenance of transitional arrangements. A student must register and start a module that is linked to their transitional qualification in each academic year.
- Section IV:
  - Amendments to refer to the right to cancel registration or enrolment within 14 days and receive a full refund of fees and other charges.
  - Clarification that if a module is deferred or not completed any tuition fee loan liability will be adjusted to the date of ceasing to study.
  - Amendments to section B to cover 'Undergraduate Students', to include both undergraduate and postgraduate modules studied as part of a registered undergraduate qualification or an Integrated Master's Degree.
  - Amendment to section B to extend the availability of fee credits from a deferred modules towards an alternative module, where the original module is academically unsuitable, there are compelling personal circumstances or incorrect advice and guidance was given to study the deferred module.
  - Amendment to section C (PGCE and PGDE students) consequent on withdrawal of programme.
  - Amendment to Section E Right to cancel a non-accredited learning (NAL) module amended extended from 7 days to 14 days.
  - Amendment to Section F Criteria amended to show a discretionary fee refund may be considered if a student is unable to return to study within 25 months.

- Section V: Fees for Repeating Modules – Amendments to part B to include reduced module repeat fee eligibility for both undergraduate and postgraduate modules studied as part of a registered undergraduate qualification or an Integrated Master's Degree.
- Appendix added continuing rules previously in Section II C
- Miscellaneous drafting changes to improve clarity and correct errors and omissions.



# Appendix

## Fee Areas

### A. Introduction

1. The Open University may charge different fees for students with a home address in any of the following territories or groups of territories:  
  
UK - England  
  
UK - Northern Ireland  
  
UK - Scotland  
  
UK - Wales  
  
The Republic of Ireland  
  
Worldwide - All other territories outside the UK and Republic of Ireland
2. The territory which applies to you is based on your 'home address' (i.e. where you are ordinarily and lawfully resident) and not a temporary or work address.
3. The University may perform checks to establish your home address and you may be required to send in relevant documentation to support your claim that you are liable for any particular fee. Acceptable documentation will include copies of driving licences, passports, visa, refugee or asylum seeker documentation, national identity cards or other official documentation from the Home Office (or their Agent).
4. If you are an undergraduate student and you are not able to provide evidence of your home address when requested, you will be charged the Standard Fee, even if you have already been allowed to register and pay the lower fee applicable to any fee territory.

### B. Eligibility for UK Territory Fees

#### (a) UK nationals

5. You are eligible to pay a UK fee if you are 'settled'<sup>1</sup> in the UK (excluding the Channel Islands and Isle of Man) on the first day of the academic year of your module, and you have been ordinarily and lawfully resident in the UK and Islands for the three years prior to the first day of the academic year of your module.
6. If you are resident outside the UK and either you or a relevant family member are temporarily working outside the UK, you will be classified as ordinarily and lawfully resident in the UK and therefore eligible to pay a UK fee, provided you were normally,

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<sup>1</sup> Settled: normally and lawfully resident in the UK from choice without any immigration restriction on the length of your stay in the UK. Please note that some non-UK nationals without time limits on their stay are not deemed to be settled in the UK e.g. diplomats, visiting armed forces

lawfully and habitually resident within the UK (excluding Channel Islands and Isle of Man) prior to being outside the UK.

7. If you are ordinarily and lawfully resident in the Channel Islands or the Isle of Man, you are not eligible to pay a UK fee.
- (b) Members of the British Armed Forces and UK Government employees working overseas
1. If you are currently resident outside the UK and you are a UK national who is a serving member of the British Armed Forces entitled to use a BFPO address, you are liable for the relevant UK England fee for any modules you register or enrol for while you are outside the UK. If you are normally resident in one of the devolved UK nations you will need to provide the University with evidence in support of your application for a devolved UK nation fee. Evidence can be in the form of a Council Tax bill, passport or driving licence
  2. Anyone who is a family member of someone currently serving in the British Armed Forces who is entitled to use a BFPO address or a non-UK national currently serving in the British Armed Forces or someone working for another British Government Organisation, such as the Foreign & Commonwealth Office, or a family member of such a person, will need to provide the University with details of their family relationship where relevant, their nationality, country of permanent residence, when they were last in the UK and reasons for absence from the UK.
- (c) European Economic Area (EEA), Agreed Overseas Territory or Swiss nationals
3. You are eligible to pay a UK fee if you are ordinarily and lawfully resident in the UK and will be resident in the UK on the first day of the academic year of your module, and have been ordinarily and lawfully resident in the European Economic Area (EEA)<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for at least the three years prior to the first day of the academic year of your module, and you are an EU national. If you are a Swiss/non-EU EEA national, you also need to be a worker/migrant worker.
- (d) Relevant family members of EU/EEA/Swiss nationals
4. You are a relevant family member of an EU/EEA national if you are one of the following:

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<sup>2</sup> EEA countries:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and United Kingdom (excluding Channel Islands and Isle of Man).

<sup>3</sup> Agreed Overseas Territories:

Anguilla; Aruba; Bermuda; British Antarctic Territory; British Indian Ocean Territory; British Virgin Islands; Cayman Islands; Falkland Islands; Faroe Islands; French Polynesia; French Southern and Antarctic Territories; Greenland; Mayotte; Montserrat; Netherlands Antilles (Bonaire, Curaçao, Saba, Sint Eustatius and Sint Maarten); Pitcairn, Henderson, Ducie and Oeno Islands; South Georgia and the South Sandwich Islands; St Barthelémy, St Helena and Dependencies (Ascension Island and Tristan da Cunha); St Pierre et Miquelon; Territory of New Caledonia and Dependencies; Turks and Caicos Islands; Wallis and Fortuna.

- spouse or civil partner
- direct descendant who is under 21 years, of an EU/EEA national or national's spouse/civil partner e.g. child/grandchild. Those who are 21 years or over will need to provide evidence of dependency.
- dependent direct ascendant of a non-UK national who is a self-sufficient person in the UK e.g. parent/grandparent.

You are a relevant family member of a Swiss national if you are one of the following:

- spouse or civil partner
- child

If you are ordinarily and lawfully resident in the UK, will be resident in the UK on the first day of the academic year of your module, have been resident in the European Economic Area (EEA)<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for the three years prior to the first day of the academic year of your module, and are a relevant family member of an EU/EEA/Swiss national, you will be eligible to pay a UK fee as long as the person on whom you are claiming dependency is ordinarily and lawfully resident in the UK and is resident in the UK on the first day of the academic year of the module. Please note that in some instances your family member does not need to be resident in the UK e.g. child of an EEA migrant worker.

5. *For students resident in England and Northern Ireland only* - If you are studying in the UK, you do not need to have been resident in the European Economic Area (EEA)<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for the last three years, providing your "relevant family member" is **either** a non-UK EU national who is resident in the UK as a self-sufficient person or a student, **or in England only** is a UK national who has exercised a right of residence in another EU country, for more than three months, as a self-sufficient person, a student or a worker **and** for both England and Northern Ireland has been ordinarily and lawfully resident in the EEA<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for the three years prior to the first day of the academic year of your module.

(e) Nationals of areas not mentioned above

6. If you are not a national of any of the above mentioned territories but have been granted 'indefinite leave to remain' in the UK (i.e. not on a temporary visa), have been ordinarily and lawfully resident in the UK for at least three years prior to the first day of the academic year of the module, and will be resident in the UK on the first day of the academic year of your module, then you will be eligible to pay a UK fee.
7. Please note that if you have applied for asylum and your case has been approved by the Home Office so that you have been granted refugee status or Humanitarian Protection, you will be eligible to pay a UK fee whether you have been given limited or indefinite leave to remain. You do not need to have also been resident in the UK for three years prior to the first day of the academic year of the module. If you are resident in Wales this also includes Discretionary Leave. If you are resident in Northern Ireland or Scotland it includes any kind of leave granted as a result of an asylum application.

Asylum seekers who do not meet these criteria should contact our Student Recruitment Team for advice on **+44 (0)300 303 5303**.

If you are not sure if you are eligible to pay UK fees, contact our Student Recruitment Team for advice on **+44 (0)300 303 5303**.

### **C. If you are not eligible for UK fees**

8. Your fee eligibility will be determined by where you are resident on the first day of the relevant academic year of your module.
  - a) If you are resident in the UK but you are not eligible for a UK nation fee you will be liable for the worldwide fee.
  - b) If you are resident in the Republic of Ireland you will be liable for the Republic of Ireland fee.
  - c) If you are resident in the European Approved Study Area you will be liable for the worldwide fee.
  - d) If you are resident in any other area in which you are permitted to register to study with The Open University, you will be liable for the worldwide fee.
  - e) If you are a 'locally engaged' member of staff, of any nationality, working at a UK Armed Forces base, British Embassy or Consulate in a non-UK territory you are liable to pay the relevant fee for that territory. To ensure that the University can provide you with sufficient support etc. to enable successful completion of your studies, you should use a non-BFPO address as your 'home address' and study modules that are available within your country of residence.