

Fee Rules (Postgraduate Study) 2017/18

Index

Introduction	2
A. Who these Fee Rules apply to	2
B. Setting and changing fees	2
Section I Your fee liability	3
A. Fees for students registering directly with The Open University	3
B. Fees for students studying under a partnership agreement	4
Section II Working out your fee liability	5
A. General	5
B. Changes to your address, country of residence or study location	5
Section III Fee refunds and fee credits policy	5
A. Introduction	5
B. Fee refunds	6
C. Fee credits	7
D. Levels of fee liability, fee refund and/or fee credit	8
E. The Open University's discretionary fee credit and refund policy	12
Appendix I Fee Areas	17
A. Introduction	17
B. Eligibility for UK fees	17
C. If you are not eligible for UK fees	19
Appendix II Postgraduate Loans England and Wales	21
A. Course Eligibility Criteria	21
B. Personal Eligibility Criteria	21
C. Administration of the loan	21
Appendix III Postgraduate Loans – Northern Ireland	23
A. Course Eligibility Criteria	23
B. Personal Eligibility Criteria	23
C. Administration of the loan	23
Summary of changes	24

Introduction

1. This document sets out the rules for the fee scheme which applies to you and which determines the fees that you may have to pay to study with The Open University (OU), the rules about payment of fees and the fee refunds or fee credits which you may be eligible for if there is a change in your study plans.
2. 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.

A. Who these Fee Rules apply to

3. These 2017/18 Fee Rules apply to all matters concerning fees for a postgraduate module for which you registered, either on a standalone basis or as part of a declared postgraduate qualification, in the academic year 2017/18. If you register for a postgraduate module in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study. If you are studying towards an undergraduate qualification or integrated masters or you are studying an undergraduate module on a standalone basis, please see the [Fee Rules \(Undergraduate Study\) 2017/18](#) for the rules that apply to you.

B. Setting and changing fees

4. Fees are set by the Council of The Open University and are published in the course information in the online prospectus.
5. The Open University may charge different fees for students in different countries, for different levels of study, for different modules and for students who start or change their studies at different times. This is because the way in which higher education is funded may be different; the costs of providing educational services may be different; or because we provide a different range of services.
6. The Open University provides its students with the flexibility to study towards qualifications over an extended period of time and it may therefore be necessary to make changes in fees and charges and the rules relating to liability, payment, refunds and credits during that time. The Open University may amend fees and these 2017/18 Fee Rules or the way in which it applies them from time to time in order to:
 - Pass on efficiency gains and cost savings to students;
 - Increase fees to cover increased costs to the University, taking into account market conditions, competitor pricing and The Open University's strategic approach to fees;
 - Ensure that, in the case of option modules only, where there has been an unforeseen increase in costs and/or a significant reduction in student enrolments, the University is able to offer a module or a wider choice of modules which it would not otherwise be economic to provide without an increase in fees in excess of the limit referred to above;
 - Ensure the efficient, economic and equitable use of the Open University resources;
 - Comply with changes in legal or regulatory requirements;

- Meet additional costs of providing educational services arising from the requirements of a professional body for the recognition or accreditation of a module or qualification;
 - Take into account changes in the public funding of higher education or the University;
 - Support or enhance students' ability to secure financial support for their studies;
 - Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study;
 - Correct errors or improve clarity and accessibility of the Fee Rules;
 - Take advantage of new technologies, methods, ideas and opportunities.
7. Where such changes are to be made the University will follow its rules for governance approval of those changes including, where appropriate, consultation with and informing students or their representative bodies.
 8. The University will give reasonable notice of changes to fees and Fee Rules, and the date they take effect.

Section I Your fee liability

A. Fees for students registering directly with The Open University

1. 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.
2. 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](#).
3. When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY). The SAY 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 1.

Table 1. Seasonal academic years

Module starts within	Seasonal academic year (SAY)	First day of the academic year
1 August to 31 December	Autumn	1 September or, in Scotland only, 1 August
1 January to 31 March	Winter	1 January
1 April to 30 June	Spring	1 April
1 July to 31 July	Summer	1 July

4. The amount of the fee for the modules you are registered or enrolled to study, based on these rules will be confirmed during the registration process. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the registration confirmation correspondence.
5. If you have registered on a residential school module or a module which includes an embedded residential school you are liable for meeting any additional expenses that you may incur in connection with your attendance at residential school. Any such expenses will not be reimbursed by The Open University.
6. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional international examination fee for any module that has an examination as the examinable component. This includes all resit and retake presentations.
7. 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 the [Conditions of Registration](#) before the confirmation is received we may cancel your registration under those Conditions if you do not obtain that confirmation within a reasonable time.
8. If we have accepted payment from you or an agreed payment method which has been confirmed and, subsequently that payment or confirmation is withdrawn or does not fully meet the cost of your module fees as set out in the [Conditions of Registration](#) we may cancel your registration and recover any fees which are due from you, as set out in those Conditions.
9. 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 and you discharge the debt or make an arrangement with The Open University to discharge the debt.
10. Please refer to 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

11. 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.
 - a) 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.
 - b) Your Local Education Centre will tell you how much you have to pay and how you should pay it.
 - c) You must pay all fees and other charges when asked to do so by your Local Education Centre or by The Open University.
 - d) 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 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 [Appendix 1](#) are used to work out which of the fee areas applies to you.

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

2. 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.

Section III Fee refunds and fee credits policy

A. Introduction

1. This section applies to students registered for Postgraduate qualifications, or registered for modules linked to Postgraduate qualifications and standalone Postgraduate 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 confirmation of your registration or at any time prior to your module's start date 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
3. 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](#). To be eligible for any fee refund or fee credit under this policy, you must follow these procedures. 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.
4. If you are considering deferring your studies, you should 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.
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 Accounts Limited (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.

B. Fee refunds

8. If you cancel your registration or enrolment under paragraph 2 of Section III 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.
9. If you defer or withdraw more than 14 days after the date of confirmation of your registration 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.
10. If you defer or withdraw after your module has started and more than 14 days after the date of confirmation of your registration you will only be entitled to a refund or fee waiver in certain limited circumstances. Your entitlement will depend on your place of study, funding method and the date on which you began your qualification or module. These entitlements are defined in section D.
11. If you are registered for a resit or resubmission, you will be entitled to a full refund of your resit or resubmission fee if you withdraw from that resit or resubmission on or before the date given in column 3 of Table 2 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 2. Refund cut off dates for withdrawals from resits and resubmissions

Presentation code	Resit exam date or EMA resubmission date	100% refund cut-off date
2017M	01 September 2017 to 31 October 2018	31 July 2017
2018P	01 December 2017 to 31 January 2018	30 November 2017
2018L	01 February 2018 to 30 April 2018	28 February 2018
2018R	01 May 2018 to 15 June 2018	20 April 2018
2018N	16 June 2018 to 31 July 2018	31 May 2018

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

12. If you withdraw from any other module after the module start date, you will not be entitled to any refund of your module fee.
13. 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.

C. Fee credits

14. If you defer or withdraw after your module has started but, subject to paragraph 16 below, before the final deferral date you will be entitled to a fee credit of 25% of the module fee towards a future module (starting within 13 months of your original module start date).
15. If you defer from your first Open University module, your fee credit may be applied to any alternative module which starts within 13 months of your original module's start date.
16. If you defer from a subsequent module, unless [Section III](#) 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.
17. You may apply a credit to the alternative module if:
 - 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.
18. A student who transfers from BXFT716 to B716 is eligible for a 100% fee credit if within 28 days of the BXFT716 module start date they transfer to the next presentation of B716 (which normally starts one month after BXFT716). In all other circumstances the fee credit rules above will apply.
19. Fee credits are calculated from the fee paid for the module you have deferred. When you return to study you will be liable to pay any difference in the fee. You must pay any difference in the fee before we can register the change.
20. If you defer with assessment banking you will be awarded the standard fee credit at the point of deferral. A further discount will be applied at the point you formally return to the module. The additional discount will be calculated to ensure that your total fee liability for the two modules is equivalent to a single module fee plus any inflationary increases applicable to the later module fee.
21. You will not be entitled to a fee credit if the date of your withdrawal is on or after the first day of any residential school or Alternative Learning Experience that you are required to attend or participate in.
22. 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.
23. You can only use your fee credit once. If you decide not to study a module for which you have paid fees using a fee credit, and you withdraw before the start date of that module

we will refund any extra fees that you paid at the time of registration, and the fee credit will remain available for the remainder of the eligibility period. If you withdraw from that module after the module start date you will not be eligible for a further fee credit in respect of either the proportion paid using the fee credit or any additional fee paid unless the conditions in section D below apply.

D. Levels of fee liability, fee refund and/or fee credit

24. This paragraph and tables 3 to 8 apply to:

a) Postgraduate Students in Northern Ireland

If you defer between the first day of your module and the 13th day of your module you have no funding liability to Student Finance Northern Ireland (SFNI) 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 13 months.

The amount of credit applied is described in Tables 3-7.

- [Table 3](#) (modules starting from September-December)
- [Table 4](#) (modules starting from January-March)
- [Table 5](#) (modules starting from April-June)
- [Table 6](#) (modules starting from July-August)
- [Table 7](#) (modules of at least 52 weeks duration beginning between 1 September to 31 October 2017 - applicable only to A825, A815, A844, A864, A874, A803, ED841, EE812, EE813, EE815, EE816, EE818, EE819, T802)
- [Table 8](#) (modules of at least 52 weeks duration beginning between 1 January – 28 February 2018 – applicable only to K831 and T802)

Table 3. Modules beginning September – December 2017

	Funding from SFNI		OUSB, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
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 2018*	50%	25%	50%	25%
1 April 2018 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

Table 4. Modules beginning January – March 2018

	Funding from SFNI		OUSB, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 March 2018	25%	25%	75%	25%
1 April 2018 to 31 July 2018*	50%	25%	50%	25%
1 August 2018 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

Table 5. Modules beginning April – June 2018

	Funding from SFNI		OUSBA, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 July 2018	25%	25%	75%	25%
1 August 2018 to 31 December 2018*	50%	25%	50%	25%
1 January 2019 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

Table 6. Modules beginning July – August 2018

	Funding from SFNI		OUSBA, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December 2018	25%	25%	75%	25%
1 January 2019 to 31 March 2019*	50%	25%	50%	25%
1 April 2019 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

Table 7. Modules of at least 52 weeks duration beginning between 1 September to 31 October 2017 - applicable only to A825, A815, A844, A864, A874, A803, ED841, EE812, EE813, EE815, EE816, EE818, EE819, T802

	Funding from SFNI		OUSBA, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 January 2018	25%	25%	75%	25%
1 February to 31 May	50%	25%	50%	25%
1 June 2018 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

Table 8. Modules of at least 52 weeks duration beginning between 1 January – 28 February 2018 – applicable only to K831 and T802

	Funding from SFNI		OUSBA, self-pay or sponsorship	
Period	Funding Liability to SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 30 April	25%	25%	75%	25%
1 May to 31 August	50%	25%	50%	25%
1 September to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

25. This paragraph and Table 9 apply to:

b) Postgraduate Students in England, Wales, Scotland, the Republic of Ireland, European Union and the Rest of the World

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 13 months.

The amount of fee credit applied is 25% of the module fee for the module you have deferred.

Table 9. Modules beginning 1 August 2017 - 31 July 2018

Date of deferral	Refund	Fee Credit
Before module start	100%	0%
Module start to final deferral date	0%	25%
After final deferral date	0%	0%

26. If you are a student registered in Scotland and you intend to use a part-time tuition fee loan towards your module fees, and you withdraw or defer after the module start date but before the dates shown below in Table 10, the University will not receive any loan payment from the Student Awards Agency for Scotland (SAAS) 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 than 30 (as you will no longer meet the credit threshold for a fee grant).

Table 10. Withdrawal cut-off dates for Scottish part-time fee loans

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

E. The Open University's discretionary fee credit and refund policy

27. 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 approved by the Open University Senate in Table 11. An application for a discretionary fee credit or refund must be submitted within 13 months of the start date of the module you have deferred from.
28. Note that it is not enough that you meet one of the conditions. The key point is that something has changed and that has prevented you from studying. For example, telling us that you had back surgery would not be sufficient. You would need to provide a clear statement of why this prevented you from studying and completing your module successfully and evidence to support what you have told us about your circumstances.
29. A discretionary fee credit may be awarded for up to 100% of the fee paid for the module that you have deferred and/or to extend the period for which a fee credit will remain

available to a maximum period of 25 months after the start date of the module that you deferred. These maximum limits are likely to apply only in exceptional circumstances.

30. Applications for discretionary fee credits must be submitted to your Student Support Team. Your case will be reviewed by a senior manager, or their delegated authority, the outcome will be communicated to you in writing within 10 working days together with guidance on how to appeal in the event that your application is unsuccessful.
31. Exceptional awards for cases which fall outside the normal criteria for consideration may be agreed by the University Secretary, the Director, Academic Services or the Director, Academic Policy & Governance.

Table 11: Conditions approved by Senate

Criterion	Conditions and notes	Supporting evidence required
1. Death of a close family member, partner or dependent.	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 (an exception may be made if the death occurred within six weeks before application).
2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition	If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study.	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. Disability	The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date.	Corroborative evidence from University records e.g. tutor or Student Support Team Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.
4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity	If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.

Criterion	Conditions and notes	Supporting evidence required
5. An unforeseen prolonged incapacity of yourself due to gender reassignment	If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation.
6. 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.	Other than in the case of a posting of a member of the British armed forces, 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.	Hard copy or email notification followed by documentary evidence. e.g. letter or email from your employer or commanding officer.
7. 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.
8. Other exceptional circumstances of a serious nature 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.

31. An application for a discretionary fee refund can only be considered under the following conditions.
- a) The death of a registered or enrolled student;
 - b) Serious maladministration on the part of the University as a result of which you do not wish to continue studying with the University;
 - c) 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).

Appendix I 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, Northern Ireland, Scotland, 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).

B. Eligibility for UK fees

(a) UK nationals

4. You are eligible to pay a UK fee if you are 'settled' ([definition](#)) 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.
5. If you are 'temporarily absent' ([definition](#)) from 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 settled in the UK (excluding Channel Islands and Isle of Man) for the three years immediately prior to being temporarily outside the UK.
6. 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

7. 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 (British Forces Post Office) 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.
8. 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

9. 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)([definition](#)), Switzerland or an Agreed Overseas Territory([definition](#)) 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

10. You are a relevant family member of an EU/EEA national if you are one of the following:
- 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), Switzerland or an Agreed Overseas Territory 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.

11. *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), Switzerland or an Agreed Overseas Territory 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, Switzerland or an Agreed Overseas Territory for the three years prior to the first day of the academic year of your module.

(e) Nationals of areas not mentioned above

12. 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.
13. 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

14. 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.

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.

D. Definitions

15. Settled Status

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

16. Temporarily Absent

A temporary absence from the UK will be reviewed in the context of the duration of the absence, with decisions on whether the absence affects your status as “ordinarily and lawfully resident in the UK” being made on a case by case basis. The duration and purpose of the absence will be taken into account but may not be the only factor evaluated.

17. 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).

18. 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 Barthélemy, 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.

Appendix II Postgraduate Loans England and Wales

A. Course Eligibility Criteria

1. You must be studying towards a full Masters qualification in any subject. Masters qualifications for which the loan will be available are those at FHEQ Level 7, typically attracting 180 credits and culminating in a postgraduate Masters qualification for example MA, MSc, MRes, MBA, MEd and LLM.
2. Masters qualifications which start after 1 August 2016 in England or 1 August 2017 in Wales are eligible for the loan. Accreditation of prior learning and/or credit transfer cannot be included as part of a loan eligible Masters qualification.
3. Open University Masters qualifications which can be completed within 3 years are eligible.

B. Personal Eligibility Criteria

4. You must be ordinarily resident in England or Wales to be eligible for the loans. If you are ordinarily resident in Scotland or Northern Ireland will not be eligible but may be able to access alternative postgraduate funding products from your nation funding authority.
5. If you are a UK national who moves to England or Wales from either Scotland or Northern Ireland solely for the purposes of study you will not be eligible. You will be required to submit three years' address history to confirm your place of ordinary residence.
6. If you are an EU national you will be eligible, subject to confirmation that you have been resident in the EEA for the three years prior to the first day of the academic year in which the qualification begins and you will be resident in England or Wales on the first day of your qualification.
7. If you already hold a Masters qualification, an equivalent level qualification or a higher level qualification will not be eligible for the loans. Qualifications obtained outside the UK will be taken into account in determining your eligibility for the loan.
8. If you are aged 60 or over on the first day of the seasonal academic year (as calculated in Section I, Table 1) in which the course begins will not be eligible for the loan.

C. Administration of the loan

9. You must submit your application directly to Student Finance England or Student Finance Wales. The loan will be issued by the Student Loans Company (SLC), directly to you.
10. If you started your qualification in 2016/17 you will receive the loan across the first two years of your study. 50% of the total loan will be paid in year 1. The remaining funding will be paid in year 2, subject to attendance confirmation. There will be no payments in year 3.
11. If you are starting your qualification in 2017/18 you will receive the loan across 3 years of study. 33% of the total loan will be paid in each year, subject to attendance confirmation.
12. The Open University is required to confirm your registration is completed and you are participating in study before Postgraduate Loan instalments are released. This means that all relevant paperwork must be returned to us and together with full payment of any module fee(s) before a Postgraduate Loan instalment can be released.
13. Your registration will be confirmed to the SLC once The Open University has been able to confirm you are participating on your course. This will be no earlier than the 1st day of your module.
14. Payments will be made in three instalments across the academic year. The first loan instalment will be released after the University has confirmed your registration as per

paragraph 11. Subsequent payments will be released by the SLC to the student in the fifth month and eighth months of your academic year.

15. You will not be entitled to receive subsequent loan instalments if you withdraw from study or change to a course which is not eligible for the loan. The University is expected to inform the Student Loans Company if you are no longer participating in your studies or you change qualification.
16. Approved study breaks may be permitted during which your payments would be suspended until the return to study.
17. You will be liable for the loan and will be expected to make repayments if you withdraw from, or do not complete, your course, in accordance with The Education (Postgraduate Masters Degree Loans) Regulations 2016 and SLC requirements.

Appendix III Postgraduate Loans – Northern Ireland

A. Course Eligibility Criteria

1. Postgraduate Tuition Fee Loans are available for Postgraduate Certificates, Postgraduate Diplomas, taught Masters, Research Masters and Masters that are a mixture of taught and research. PhDs, Integrated Masters and PGCEs are not eligible.
2. Qualifications may be up to a maximum duration of three years. Qualifications of less than one academic year's duration are eligible for postgraduate support.
3. Postgraduate loans are available to students starting qualifications in Northern Ireland from 1 August 2017.

B. Personal Eligibility Criteria

4. You must be ordinarily resident in Northern Ireland to be eligible. If you are ordinarily resident in England, Wales or Scotland will not be eligible but may be able to access alternative postgraduate funding products from your nation funding authority.
5. If you are a UK national who moves to Northern Ireland from within the UK solely for the purposes of study you will not be eligible. You will be required to submit three years' address history to confirm your place of ordinary residence.
6. If you are an EU national you will be eligible, subject to confirmation that you have been resident in the EEA for the three years prior to the first day of the academic year in which the qualification begins and you will be resident in Northern Ireland on the first day of your qualification.
7. If you already hold a postgraduate qualification, an equivalent level qualification or a higher level qualification you will be eligible for the loan, subject to meeting the other standard eligibility criteria.

C. Administration of the loan

8. You will be entitled to either the maximum amount of £5,500 or the amount of your tuition fees for the qualification, whichever is lower. Loans will be paid directly to The Open University.
9. If you are studying a course of up to 1 academic year in duration you will be eligible for a tuition fee loan of up to £5,500.
10. If you are studying over two academic years then you are eligible to a tuition fee loan of up to £2,750 each year.
11. If you are studying over three academic years then you are eligible for a maximum tuition fee loan of up to £1,833 a year (year three is £1,834).
12. Where the loan amount for the year will be insufficient to cover your module fees in full you will be required to pay any calculated fee shortfall in full at the point of registration.
13. You may transfer to an alternative, or higher level, qualification at The Open University or a different institution but the maximum course loan will remain capped at £5,500.
14. If you receive a postgraduate loan and complete, fail or withdraw from the qualification for which it was received, you will not be eligible for a further loan even if you have not received the full possible allocation of £5,500.
15. You may suspend your studies part way through the course on one or more occasions up to a maximum of two years in aggregate.
16. You will be liable for the loan and will be expected to make repayments if you withdraw from, or do not complete, your course, in accordance with The Education (Student Loans)(Repayment)(Amendment) Regulations (Northern Ireland 2017) and SLC requirements.

Fee Rules (Postgraduate Study) 2017/18

Summary of changes to previous versions

February 2016 and August 2016

- Introduction (1): Updated to clarify meaning
- Introduction (2): Reference to the Conditions of Registration added
- Introduction A (2): Updated to clarify meaning
- Introduction B (6): Fee increases are no longer capped at inflation
- Section I, A (4): Reference to where fees are quoted amended from registration agreement to registration confirmation correspondence
- Section I, A (8): Where payments received are subsequently withdrawn amended to state this may result in module cancellation
- Section I, A (9): Registering whilst in debt to the University. Amendment, the debt must be discharged or an arrangement to discharge the debt must be in place before module registration can commence
- Section I, B (11): Removal of Local Education Centre may quote fees in local currency and have the right to change fees without notice
- Section III, B (9): If you defer or withdraw more than 14 days after the date you register 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', amended to: 'If you defer or withdraw more than 14 days after the date of confirmation of your registration 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
- Section III, D Fee liability tables for students in Northern Ireland amended to reflect the introduction of Postgraduate Tuition Fee Loans
- Section III, E (28 & 29): Added to provide students information on the discretionary fee credit and refund process
- Appendix II: Postgraduate loans eligibility and procedural information updated to include students applying for a Welsh Postgraduate loan
- Appendix II: Students starting a Postgraduate qualification in 2017/18 and applying for a Postgraduate loan will be paid their loan across 3 years of study
- Appendix II: A student's registration will be confirmed to SLC on the 14th day of the first module has been amended to confirmation of registration will be completed no earlier than the 1st day of your module
- Appendix III: Postgraduate loans eligibility and procedural information updated to include students applying for a Northern Ireland Postgraduate Tuition Fee Loan
- Miscellaneous drafting changes to improve clarity and correct errors and omissions

July 2017

- Section III, D; Table 9 added to confirm cut-off dates for postgraduate tuition fee loan applications for students in Scotland

Definition of 'temporarily absent' added to Appendix 1, and wording in paragraph B5 amended for clarification of terminology.

January 2018

- Additional nations/locations added to provide clarification on who clause is relevant to on page 11 paragraph 25b

June 2018

- Section III D – addition of previously omitted modules to list in table 7 explaining the amount of fee credit awarded upon deferral for modules of over 52 weeks duration, and addition of the start dates of modules this table applies to as this information was previously not included.
- Section III D – addition of new table (table 8) explaining the amount of fee credit awarded upon deferral for modules of over 52 weeks duration beginning in early 2018, as these start dates were not covered by the information in Table 7.