

Contents

Summary of rules.....	3
Summary of significant changes since last version.....	3
Fee Rules that are superseded by this document.....	10
Scope.....	11
Who do these Fee Rules apply to?.....	11
What this document does not cover.....	11
Related Documentation.....	12
The Open University Student Charter Values.....	12
Introduction.....	13
Section A: Setting and changing fees.....	14
Section B: Working out your Fee Liability.....	15
Section C: Payment of your fees.....	16
Section D: Cancelling, deferring or withdrawing from your study.....	18
Section E: Fee Refunds.....	19
Section F: Fee Credits.....	20
Section G: Levels of Fee Liability, Fee Refund and/or Fee Credit.....	22
Section H: Discretionary Fee Credits and Refunds.....	25
Section I: Additional costs.....	26
Glossary of terms.....	27
Further clarification.....	31
Alternative format.....	33

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Appendix 1 – Residency criteria and fee areas	34
Appendix 2 – Conditions for Discretionary Fee Credits and Refunds approved by The Open University	45
Appendix 3 – Postgraduate Loans in England and Wales	48
Appendix 4 – Postgraduate Loans in Northern Ireland	51

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Summary of rules

This document sets out the rules that affect the fees, fee liabilities, Fee Refunds and Fee Credits for Students studying postgraduate modules or qualifications. The document explains the circumstances in which you may receive Fee Refunds or Fee Credits, The Open University's Discretionary Fee Refunds and Credits policy, when you may become liable to pay fees, as well as what The Open University might do if you do not pay your fees.

Summary of significant changes since last version

September 2021 changes

A number of significant changes were made to this policy from September 2021:

- a) Amendment to paragraph I1, whereby extra costs have been revised to include internet access and postage costs for materials sent to addresses outside of the UK.
- b) Amendment to paragraph section I3, where description of 'Europe' is replaced with 'Continental Europe' when discussing examinations at non-established examination centres.
- c) New paragraph I4 added to clarify that study materials sent to addresses in Continental Europe may incur additional postage costs.
- d) The terms 'British overseas territories', 'EU overseas territories' and 'Relevant person of Northern Ireland' are now defined in the Glossary of this document.
- e) Multiple changes made to Appendix 1, Section 2.1 - UK nationals, to include additional detail clarifying UK nationals' eligibility for UK fees. Students must now fall into at least one of the three categories outlined to be eligible for UK fees:
 - a. Inclusion of new paragraph 2.1.2 describing first eligibility category – Settled in the UK.. Students in this category would need to meet further criteria to be eligible for these fees. Paragraph has been amended to remove Gibraltar, the EEA and Switzerland as areas that students can be lawful residents to be eligible for UK fees. This has been replaced with the inclusion of UK Islands and Republic of Ireland as areas that students can be lawful residents to be eligible for UK fees.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- b. Inclusion of new paragraph 2.1.3 describing second eligibility category – Have a period of ordinary residence in Europe or the UK overseas territories. Students in this category would need to meet further criteria to be eligible for these fees.
 - c. Inclusion of new paragraph 2.1.4 describing third eligibility category – Have exercised a right of residence in the EEA and Switzerland before 1 January 2021. Students in this category would need to meet further criteria to be eligible for these fees.
 - d. Subsequent renumbering of original sections 2.1.2 (now 2.1.5) and 2.1.3 (now 2.1.6).
- f) Multiple changes made to Appendix 1, Section 2.3 - European Union (EU), European Economic Area (EEA), or Swiss nationals, to include additional detail clarifying EU, EEA or Swiss nationals' eligibility for UK fees. Students must now fall into this category to be eligible for these fees.
- a. Inclusion of new paragraph 2.3.2 stating that students must now be eligible for EU Settlement Status (EUSS) to meet this criterion. Students in this category would need to meet further criteria to be eligible for these fees. Paragraph has been amended to remove Gibraltar as an area that students can be lawful residents to be eligible for UK fees. This has been replaced with the inclusion of UK Islands, EU overseas territories and British overseas territories as areas that students can be lawful residents to be eligible for UK fees.
- g) Multiple changes made to Appendix 1, Section 2.4 - Family members of UK nationals:
- a. Removal of information stating eligibility for family members of EU, EEA and Swiss nationals.
 - b. Amendment to paragraph 2.4.1 stating that, for dependent direct ascendants, both persons must have left the UK and exercised a right of residence in the EEA and/or Switzerland.
 - c. Additional detail added to paragraph 2.4.2 to clarify Family members of UK nationals' eligibility for UK fees. Students must now fall into at least one of the three categories to be eligible for these fees.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- d. Section 2.4.3 - Inclusion of new paragraph 2.4.3 describing first eligibility category – is a family member of a UK national. Students in this category would need to meet further criteria to be eligible for these fees.
- e. Inclusion of new paragraph 2.4.4 describing second eligibility category – both the student and the UK national family member have a period of residence in Europe or the EU overseas territories. Students in this category would need to meet further criteria to be eligible for these fees.
- f. Inclusion of new paragraph 2.4.5 describing third eligibility category – both the student and the UK national family member have exercised a right of residence in the EEA and Switzerland before 1 January 2021. Students in this category would need to meet further criteria to be eligible for these fees.
- h) New Section 2.5 added to Appendix 1 to outline the eligibility criteria of students who are family members EU nationals and relevant person of Northern Ireland (RPNI) to pay a UK fee.
- i) Multiple changes made to Appendix 1, Section 2.6 - Nationals of countries outside of the UK, EEA and Switzerland, to include additional detail clarifying EU, EEA or Swiss nationals of countries outside of the UK, EEA and Switzerland eligibility for UK fees. Students must now fall into this category to be eligible for these fees.
 - a. Removal of Gibraltar, the EEA and Switzerland in paragraph 2.6.2 (was 2.5.2) as areas that students can be lawful residents of (who have been granted indefinite leave) to be eligible for UK fees.
 - b. Inclusion of Wales in paragraph 2.6.4 (was 2.5.4) as a country that students can be resident in to be potentially eligible for UK fees.
 - c. Inclusion of Wales in paragraph 2.6.5 (was 2.5.5) as a country that students can be resident in to be potentially eligible for UK fees.
 - d. Removal of Humanitarian Protection from paragraph 2.6.7 (was 2.5.7) as something that can make a student potentially eligible for UK fees, and inclusion of UK islands as a territory that students can be resident in to be potentially eligible for UK fees.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- e. Clarification added within paragraph 2.6.9 (was 2.5.9) that a students' circumstances will still be considered even if they believe that the categories listed do not apply to them.
- j) Subsequent renumbering of original sections 2.1.3 (now 2.1.6) and 2.5 (now 2.6).

March 2021 changes

There are a number of significant changes from the previous version of this policy (Fee Rules (Postgraduate Study) 2020/21). These are:

- a) Amendment to final paragraph in the Scope section to note that students will be notified of any significant changes to the document via email, and that a particular amendment to Appendix 1 would be subject to review.
- b) Vocational learners added to the out of scope section.
- c) Amendment to The Open University Student Charter section to reference the Student Charter Values which were launched in 2020.
- d) Multiple changes from the term 'we' to 'The Open University' throughout.
- e) Additional sentence added to paragraph C7 to explain that you will be required to pay your fees in full prior to the final enrolment date for your module in order to complete your registration, regardless of any entitlement to funding.
- f) Further clarification added to paragraph D9 regarding the requirement to formally notify The Open University of your intentions.
- g) References to the additional postgraduate resit/ resubmission fee have been removed (paragraph D.10, Section I, paragraph J3).
- h) A sentence has been added to paragraph F2 to signpost to paragraph F14 (was F13).
- i) References to Senate have been removed (paragraph F9; paragraph H1, Appendix 2, Table 7 in Appendix 2).
- j) Paragraph F11 has been amended to state: "within 28 days of the University contacting you regarding your marked TMA".

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- k) Addition of new paragraph F13 regarding Stage 3 of the F55 (MA in Childhood and Youth) or F70 (Master’s Degree in Education). Subsequent renumbering of the section.
- l) Tables 2 and Table 3, Section G1: dates have been amended to reference the new Academic Year.
- m) Table 4, Section G2: dates have been amended to reference the new Academic Year.
- n) Section J “Additional costs” has been renumbered to Section I.
- o) Amendments to Glossary entries for ‘Agreed Overseas Territories’, and ‘European Economic Area (EEA) countries’.
- p) Additional wording added to the Further Clarification section to state that the most up-to-date response times for receiving and sending postal correspondence are available on the Open University Offices webpage.
- q) References to Academic Year clarified to ‘Seasonal Academic Year’ throughout appendices.
- r) Amendment to paragraph Ap1 2.1.1 to update the area that a student must have been ordinarily and lawfully resident, to the UK, Gibraltar, the EEA and Switzerland.
- s) Amendment to title of Section Ap1 2.3 to ‘European Union (EU), EEA or Swiss nationals’.
- t) Amendments to paragraph Ap1 2.3.1:
 - a. to update the area that a student must have been ordinarily and lawfully resident, to the UK, Gibraltar, the EEA and Switzerland,
 - b. to include the new criterion of having been granted Pre-settled or Settled status via the EU Settlement Scheme (EUSS) as of the first day of the Seasonal Academic year of their module,
 - c. to include the new criterion of being an Irish citizen,
 - d. removal of the criterion requiring Swiss and EEA nationals to be workers or migrant workers.
- u) Amendment to title of Section Ap1 2.4 to include UK nationals.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- v) Amendments to paragraph Ap1 2.4.1 to change the nationalities of family members to include UK and Swiss nationals.
- w) Removal of what was previously paragraph Ap1 2.4.2 defining family members of Swiss nationals as a spouse, civil partner or child.
- x) Amendments to paragraph Ap1 2.4.2;
 - a. to amend the area that a student must have been ordinarily and lawfully resident to the UK, Gibraltar, the EEA and Switzerland,
 - b. to include the new criterion of having been granted Pre-settled or Settled status via the EU Settlement Scheme (EUSS) as of the first day of the Seasonal Academic Year of their module.
- y) Removal of paragraph Ap1 2.4.4 detailing the criterion family members of EEA nationals were required meet if they did not have 3 years of ordinary residency in the EEA and Switzerland.
- z) Amendment to title of Section Ap1 2.5 to 'Nationals of countries outside of the UK, EEA and Switzerland.'
- aa) Amendments to paragraph Ap1 2.5.1 to refer to those who are not UK, EU, EEA and Swiss nationals instead of nationals of territories not mentioned above.
- bb) Amendment to paragraph Ap1 2.5.2 to amend the area that a student must have been ordinarily and lawfully resident, to the UK, Gibraltar, the EEA and Switzerland.
- cc) Amendments to paragraph Ap1 2.5.3:
 - a. to include 'the spouse, civil partner or child of a refugee',
 - b. 2.5.3b amended from 'do not need to have been resident in the EEA for three years prior to the first day of the Seasonal Academic Year of the module' to 'have not ceased to be resident in the UK since being granted leave to remain',
 - c. New paragraph 2.5.3c.
- dd) Addition of new sections Ap1 2.5.4 (You are resident in England and have been granted Humanitarian Protection or Stateless Person leave; or are the spouse or civil partner or child of a person listed); and Ap1 2.5.5 (You are resident in England and have been granted Indefinite Leave to remain as a bereaved partner).
Renumbering of remaining section as required.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- ee) Amendments to paragraph Ap1 2.5.6 (was 2.5.4):
 - a. Amendments to paragraph 2.5.6a) to refer to England, Wales or Northern Ireland (not the UK).
 - b. 2.5.6b amended from 'you do not need to have been resident in the EEA for three years prior to the first day of the Seasonal Academic Year of the module' to 'you have not ceased to be resident in the UK since being granted limited leave to remain'.
- ff) Amendments to paragraphs Ap1 2.5.7 (was 2.5.5) and Ap1 2.5.8 (was 2.5.6):
 - a. Addition of 'or are a spouse, civil partner, or child of a person listed above'.
 - b. 2.5.6b amended from 'you have been ordinarily and lawfully resident in the EEA for at least three years prior to the first day of the academic year of the module' to 'you 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.'
 - c. Addition of new paragraph Ap1 2.5.7 c.
 - d. 2.5.8b amended from 'you have been ordinarily and lawfully resident in the EEA for at least three years prior to the first day of the academic year of the module' to 'if you are the spouse or civil partner, of a person listed above you must have been their spouse or civil partner at the time of them submitting their application to the Home Office.'
- gg) Removal of clause Ap1 2.5.7 about asylum seekers who do not meet these criteria to contact the Student Support Team.
- hh) Addition of new paragraph Ap1 2.5.9: "If you have been granted any type of leave other than those listed above, your circumstances will be considered on a case by case basis."
- ii) Table 7 "Conditions approved by The Open University", Appendix 2 amended as follows:
 - a. Supporting evidence clarified to be examples.
 - b. Criterion 1 altered to past tense.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- c. Criterion 3 amended to reference the Equality Act (2010), and to account for other statutory duties and obligations outside of England, Scotland and Wales.
 - d. Criterion 4 amended to include surrogacy, and evidence from a health professional.
 - e. New Criterion 5 inserted to cover “An unforeseen prolonged incapacity of yourself due to adoption” and related conditions and examples.
 - f. Criterion 9 (was Criterion 8) amended to include evidence from household insurance documentation.
 - g. Criterion 10 (was Criterion 9) clarified to specify ‘an unforeseen change’ in caring responsibilities.
- jj) Appendix 3 title amended to “Postgraduate Loans in England and Wales”.
- kk) (May 2021): Addition of “postage costs for module materials sent to addresses outside of the UK” as an example cost within paragraph I1. Minor tweak to define ‘Continental Europe’ in paragraph I2. Addition of new paragraph I4 to explain that there may be additional postage costs (such as VAT and customs charges) for module materials sent to an address in Continental Europe.

Fee Rules that are superseded by this document

This document replaces the previous version of [Fee Rules \(Postgraduate Study\) 2020/21](#) and any versions prior to this date.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Scope

Who do these Fee Rules apply to?

These Fee Rules cover matters concerning fees and funding for taught postgraduate modules that you are registered for (either on a standalone basis or as part of a declared postgraduate qualification) during the 2021/22 Academic Year. For any subsequent modules that you study, the Fee Rules in force at that time will apply.

This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document. In particular, Appendix 1 of this document (“Residency criteria and fee areas”) and the Glossary will be subject to a review once information has been confirmed by the UK Government.

What this document does not cover

This document does not apply to the following:

- undergraduate or Integrated Masters qualifications, or undergraduate modules on a standalone basis. Please see [Fee Rules \(Undergraduate\)](#).
- postgraduate modules that fall within an academic year other than 2021/22. Please see the Fee Rules in force for that academic year.
- Non-credit bearing short courses. Please see [Conditions of Registration \(Short courses\)](#).
- Postgraduate Research Degrees. Please see [Postgraduate Research Students Fee Rules](#).
- Apprenticeship Programmes. Please contact your [Apprenticeship Programme Delivery Manager \(APDM\)](#).
- Microcredentials via FutureLearn. Please see [Terms and Conditions \(Microcredentials\)](#).
- Vocational Qualifications. Please see [Conditions of Registration \(Vocational Qualifications\)](#).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Related Documentation

Please refer to the following documentation in conjunction with these Fee Rules:

- [Conditions of Registration](#)
- [Changing Your Study Plans Policy](#)
- [Assessment Banking Rules](#)
- [Student Complaints and Appeals Procedure](#)
- [Student Debt Policy](#)
- [Student Protection Plan](#)
- [Refund and Compensation Policy](#)
- [Student Privacy Notice](#)

The Open University Student Charter Values

These Fee Rules align specifically with the following [Open University Student Charter](#) Values:

2. We value diversity and challenge inequalities and we are stronger for doing so.
3. We are committed to an economically and environmentally sustainable future for our University.
4. We communicate with each other in ways which are clear, relevant, accurate and timely.
7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.
9. As Students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.
11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Introduction

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 in line with the different ways in which higher education may be funded, the costs of providing educational services, or because The Open University provides a different range of services.

This document explains how to work out which fee scheme applies to you and what this means, so that The Open University can charge you the correct fee for your circumstances.

In addition, it explains the rules that apply to you for the payment of fees and the Fee Refund and Credits policy that applies if your circumstances change during your studies.

This document should be read in conjunction with the [Conditions of Registration](#), which you agree to when you register to study with The Open University. The [Conditions of Registration](#) set out your obligation to pay fees and the implications if these fees are not paid.

For specific guidance on how this policy may relate to your personal circumstances, please contact your [Student Support Team](#).

Students living in Wales: If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your StudentHome profile.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Section A: Setting and changing fees

- A1. Fees are set annually by The Open University Council and are published on each module description on the [online prospectus](#).
- A2. The Open University offers Students the flexibility to study qualifications over an extended period of time and it may therefore be necessary to make changes to fees, the fee rules and fee policies in order to:
- pass on efficiency gains and cost savings to Students;
 - increase fees to cover additional costs to The Open University;
 - ensure that, in the case of optional modules only, where there has been an unforeseen increase in costs and/or a significant reduction in Student enrolments, The Open 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;
 - 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 Open University;
 - introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study;
 - take advantage of new technologies, methods, ideas and opportunities.
- A3. If there are any significant changes to the fees or Fee Rules, The Open University will give reasonable notice of the changes and the date they take effect.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Section B: Working out your Fee Liability

- B1. During the registration process you will be advised of the fees that you have agreed to pay for the modules you are registered to study, as well as methods of payment, and the date by which payment should be made. All fees are quoted in pounds sterling.
- B2. The fee which applies to you is based on your 'Home Address' on the first day of the Academic Year in which your first module begins. This must not be a temporary or work address. The Open University reserves the right to request evidence from you to confirm your home address. The residency criteria set out in [Appendix 1](#) are used to work out whether you are eligible for Standard Fees or the Devolved UK Nation Fee.
- B3. If you are studying a module on a standalone basis, your fee scheme will be reassessed each time you register for a module.

B4. Changes to your home address, country of residence or study location

- B4.1 If you change your place of residency during your studies your Fee Liability may change. You must notify us within a reasonable time if you change your Home Address or any of your contact details. You are able to do this either online via your StudentHome or by contacting your [Student Support Team](#). The Open University will ask for evidence that you are ordinarily and lawfully resident at your Home Address to check that you are paying the correct fees.
- B4.2 If you move from inside the UK to a non-UK study area, your fee eligibility will change and your entitlement to support from the UK funding authorities may cease.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Section C: Payment of your fees

- C1. Your 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.
- C2. The Open University's acceptance of any form of third-party funding for part or full payment of your fees, including tuition fee loans or sponsorship, is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. The Open University 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, The Open University may cancel your registration under those Conditions if you do not obtain that confirmation within a reasonable time. You will be notified in advance if this is the case.
- C3. If The Open University has accepted payment from you or an agreed payment method that has been confirmed, and that payment or confirmation is subsequently withdrawn or does not fully meet the cost of your module fees as set out in the [Conditions of Registration](#), The Open University may cancel your registration and recover any fees which are due from you in line with the [Student Debt Policy](#).
- C4. If you are in debt to The Open University for your tuition fees, you will not be able to register for or pay for future study unless you pay in advance or have in place some other secured method of payment for those tuition fees or charges, which The Open University has accepted. You must also settle the debt or make an arrangement with The Open University to settle the debt in line with the [Student Debt Policy](#). You cannot use a Fee Credit generated from a deferral or withdrawal of a module to reduce the amount of any debt.
- C5. Further information about what The Open University may do if you fail to pay your fees can be found in the [Conditions of Registration](#) and the [Student Debt Policy](#).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- C6. The Open University must confirm to the Funding Authority who is awarding any funding you may receive, that The Open University is satisfied you are committed to studying with us and are engaging with your studies. The Open University informs the Funding Authority about your participation. Upon receipt of this confirmation, the Funding Authority will release payment to you. Further details about the ways The Open University might monitor your engagement and how The Open University will use this information are outlined in the [Student Privacy Notice](#).
- C7. If you are due to receive a payment directly, registration will not be confirmed to the Funding Authority before the first day of the first module in the academic year. This is the point that you become liable for your tuition fees. This means that any maintenance payments due will not be received before this date. You should not expect to receive payment of any funding until at least 1 week after your module has started. Regardless of any funding you may be entitled to, you will be required to pay your fees in full prior to the final enrolment date for your module in order to complete your registration.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Section D: Cancelling, deferring or withdrawing from your study

- D1. This section should be read in conjunction with the [Changing Your Study Plans Policy](#).
- D2. Under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module without giving any reason, within 14 days of the date of confirmation of your registration. To exercise this right to cancel, you should follow the procedure laid out in the [Conditions of Registration](#) and the [Changing Your Study Plans Policy](#).
- D3. If you wish to cancel your registration, or make other changes to your study more than 14 days after the date of the email or letter confirming The Open University's acceptance of your application to register, you must follow the instructions in the [Changing Your Study Plans Policy](#).
- D4. In order to appropriately manage public funds, The Open University is required to monitor your engagement and participation in your studies. The Open University will use this information to determine whether we think you are actively studying towards your registered modules and may ask your Funding Authority to suspend payments to you if we cannot be certain of your participation. Further information is available in our [Student Privacy Notice](#).
- D5. If you cease to study, but you have not informed us that you are deferring using the procedure detailed in the [Changing Your Study Plans Policy](#), you will not be eligible for a Fee Refund or Credit, you will not receive maintenance support instalments you may be due, The Open University will not be able to claim further loan instalments for your tuition fees and your registration may be cancelled.
- D6. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a Fee Refund or Fee Credit is outlined in Sections 5.11 and 5.12 of the [Changing Your Study Plans Policy](#).
- D7. If you have paid your fees using a combination of payment methods, any Fee Credits or Refunds you are eligible for will be applied in proportion to the sums covered by the different payment methods.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- D8. Unless you are entitled to a Refund under [Section E 'Fee Refunds'](#), you must still pay the fees you agreed to when you registered, even if you subsequently defer your studies. This applies whether you are self-funding or paying your fees through a credit provider.
- D9. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) loan, and you wish to defer your studies, you should not simply stop studying and/or stop making payments but need to formally notify The Open University of your intentions. If you do not formally notify The Open University, you will remain liable for the full fees and for making any payments due under your credit agreement. 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.
- D10. If, in the unlikely event The Open University needs to withdraw a module, qualification or programme of study, The Open University will take all reasonable steps to ensure that you are able to continue your studies, as outlined in our [Student Protection Plan](#) and [Conditions of Registration](#). In the rare situation where continuation of studies may not be possible, the [Refund and Compensation Policy](#) outlines the circumstances where any Refunds or compensation will be awarded.

Section E: Fee Refunds

- E1. If you cancel during the period outlined in [Section D2](#) above or more than 14 days after the date of confirmation of your registration for a module, but before your Module Start Date, 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. Guidance on how you should do this is provided in the [Changing Your Study Plans Policy](#).
- E2. 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 Credit in certain circumstances. Your entitlement will depend on your Home Address and funding method. These entitlements are defined in [Section G: Levels of Fee Liability, Fee Refund and/or Fee Credit](#).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- E3. If your fees have been paid (wholly or in part) by a grant from a UK Funding Authority or government agency (or equivalent), or by The Open University, you will not be personally eligible for a Refund for the grant element of the fee.
- E4. 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 Fee Credit, as outlined in [Section G: Levels of Fee Liability, Fee Refund and/or Fee Credit](#).
- E5. If you change module, any Refund of fees due to you may be transferred to your new module. You must pay any difference between the original fee and the fee for your new module before the change can be completed. If the fee for your new module is lower than the original fee, you will receive a Refund of the difference.
- E6. Refunds on a third-party payment result in a Refund to the third party.

Section F: Fee Credits

- F1. The standard Fee Credit is 25% of the fee for the module you have deferred. You will be awarded this if you defer or withdraw after your Module Start Date but before the Final Deferral Date.
- F2. A Fee Credit may be applied to any module which starts within 13 months of your deferred Module's Start Date, or in cases where you intend to study your deferred module again, its next available Module Start Date if this is outside the 13 month period of validity. If you have not used your Fee Credit within the period of validity, it will expire and no Refund will be given. A Fee Credit cannot be applied to the courses/ modules listed in paragraph F14.
- F3. Fee Credits are calculated from the fee paid for the deferred module. When you return to study, you will be liable to pay any difference in the fee for your new module.
- F4. Fee Credits where a third-party has paid fees are credited to the Student.
- F5. Deferral with Assessment Banking does not generate any additional Fee Credit.
- F6. A Fee Credit can only be used once after the relevant liability period commences. If you use a Fee Credit together with another payment option for a module and you subsequently withdraw you will not be eligible for a further Fee Credit for that module.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- F7. Fee Credits will not be awarded as a result of the deferral or withdrawal from modules of fewer than 30 credits.
- F8. Fee Credits will not be awarded where the original fee was paid by waiver or credit issued by The Open University.
- F9. 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 Open University, found in [Appendix 2](#). Further information can be found in [Section H: Discretionary Fee Credits and Refunds](#).
- F10. If you are studying in Northern Ireland and have paid your fees (wholly or in part) with a tuition fee loan and you defer or withdraw from your studies, 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 as appropriate.
- F11. If you are registered on module T802 and fail TMA 01, you may be eligible to defer T802 and receive an enhanced Fee Credit of 80%. You must inform The Open University of your decision to defer within 28 days of the University contacting you regarding your marked TMA.
- F12. If you register on module S810 (and all versions) prior to receiving your module results for one or more of the postgraduate core Science modules and subsequently fail, you will be eligible to defer S810 and receive an enhanced Fee Credit of 80%. Deferral requests must be received within 28 days of your fail result being published.
- F13. If you begin Stage 3 of either the F55 (MA in Childhood and Youth) or F70 (Master's Degree in Education) prior to receiving your Stage 2 module results, and subsequently fail your Stage 2 modules, you will be eligible to defer your Stage 3 modules and receive an enhanced Fee Credit of 80%. Deferral requests must be received within 28 days of your fail result being published.
- F14. Fee Credits are not permitted for use against Microcredentials or Apprenticeship Programmes.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- F15. If you have failed the academic elements, but successfully completed the work-based elements of particular postgraduate Social Work modules as listed in the [Conditions of Registration: Supplementary Agreement \(Social Work\)](#) you will pay an adjusted Repeat Fee as detailed within the Supplementary Agreement.

Section G: Levels of Fee Liability, Fee Refund and/or Fee Credit

G1. Students in Northern Ireland

- G1.1 When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY), determined by the start date of the first module you study towards your chosen qualification. Your SAY may change if you take a break in your studies or if you change your qualification. The SAYs are defined in Table 1.

Table 1: Seasonal academic years

Module starts within	Seasonal Academic Year (SAY)	First day of the Seasonal Academic Year
1 August to 31 December	Autumn	1 September
1 January to 31 March	Winter	1 January
1 April to 30 June	Spring	1 April
1 July to 31 July	Summer	1 July

- G1.2. If you defer or withdraw before the 14th day of your module, you have no funding liability to Student Finance Northern Ireland (SFNI) or to The Open University and the following will apply:
- a) If you or a sponsor have paid the fee, we will refund the fee.
 - b) If you are intending to pay via a part-time tuition fee loan from Student Finance Northern Ireland (SFNI), The Open University will not draw down any loan funding from this body.
 - c) If you have paid with a loan from OUSBA Limited, the loan agreement will be cancelled.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

G1.3 If you defer on or after the 14th day of your module you will be liable for fees as set out in Table 2 and Table 3 and will be eligible for a Fee Credit as outlined in [Section F](#).

Table 2: Your Fee Liability for modules of less than 52 weeks duration

If your module begins between	Fee Liability of 0%	Fee Liability of 25%	Fee Liability of 50%	Fee Liability of 100%
1 September - 31 December 2021	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2021	1 January 2022 to 31 March 2022*	1 April 2022 to Final Deferral Date
1 January - 31 March 2022	Before your module starts or before the 14th day of your module	Day 14 to 31 March 2022	1 April 2022 to 31 July 2022*	1 August 2022 to Final Deferral Date
1 April - 30 June 2022	Before your module starts or before the 14th day of your module	Day 14 to 31 July 2022	1 August 2022 to 31 December 2022*	1 January 2023 to Final Deferral Date
1 July - 31 August 2022	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2022	1 January 2023 to 31 March 2023*	1 April 2023 to Final Deferral Date

* or Final Deferral Date, whichever is earlier

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Table 3: Your Fee Liability for modules of 52 weeks or more duration

If your module begins between:	Fee Liability of 0%	Fee Liability of 25%	Fee Liability of 50%	Fee Liability of 100%
September - December 2021	Before your module starts or before the 14th day of your module	Day 14 to 31 January 2022	1 February 2022 to 31 May 2022*	1 June 2022 to final deferral date
January – March 2022	Before your module starts or before the 14th day of your module	Day 14 to 30 April 2022	1 May 2022 to 31 August 2022x	1 September 2022 to Final Deferral Date

G2. Students in England, Scotland, Wales, the Republic of Ireland, Europe and the Rest of the World

G2.1 If you defer on or after your Module Start Date, you will be liable for fees as outlined in Table 4 below and will be eligible for a Fee Credit as outlined in [Section F](#).

Table 4: Fee Liabilities for modules beginning 1 August 2021 - 31 July 2022

If your module begins between 1 August 2021 – 31 July 2022	Fee Liability of 0% before your module starts	Fee Liability of 100% between module start date to Final Deferral Date

G2.2 If you are a Student registered in Scotland using 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 5 below, you will not receive a part-time tuition fee loan but you will still be liable to pay the full module fee. This will include 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 loan).

* or Final Deferral Date, whichever is earlier

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Table 5: Withdrawal cut-off dates for Scottish part-time tuition 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

Section H: Discretionary Fee Credits and Refunds

- H1. You may apply for a Discretionary Fee Credit, over and above any standard Fee Credit that you may be entitled to, if you have deferred a module due to extenuating personal circumstances and can provide evidence of meeting the conditions approved by The Open University in [Appendix 2](#).
- H2. If you have deferred your module and feel you may be eligible to apply for a Discretionary Fee Credit, please contact your [Student Support Team](#) for advice on how to apply.
- H3. An application for a Discretionary Fee Credit or Refund must be submitted within 13 months of the Module Start Date of the module you have deferred from.
- H4. A Discretionary Fee Credit may be awarded for up to 100% of the fee paid for the module you have deferred from and/or extend the period for which a Fee Credit will remain available. The maximum period it may be extended to is 25 months after the start date of the module that you deferred from. These maximum limits will only apply in exceptional circumstances.
- H5. An application for a Discretionary Fee Refund can only be considered under the following conditions:
- a) the death of a registered Student;
 - b) serious maladministration on the part of The Open University as a result of which you do not wish to continue studying with us;

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

c) unforeseen prolonged and serious illness of you or a close family member, resulting in you being unable to return to study within 25 months of the start date of the module you have deferred from.

H6. Applications for Discretionary Fee Credits or Refunds must be submitted to your [Student Support Team](#). Your case will be reviewed by a Senior Manager or their delegated authority and 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.

H7. Exceptional awards for cases that fall outside of the normal criteria for consideration may be agreed by the Vice-Chancellor's Delegate.

Section I: Additional costs

I1. There may be extra costs in addition to the tuition fee, such as a laptop, internet access, travel to tutorials, set books and postage costs for module materials sent to addresses outside of the UK. If you are on a low income you might be eligible for help with some of these costs after you start studying. Please contact your [Student Support Team](#) for further information.

I2. If you wish to sit an examination at a non-established examination centre (usually outside Continental Europe) you may be liable to pay an additional international examination fee for any module that has an examination, including resits.

I3. If you have registered for a residential school module or a module which includes an embedded residential school, you are liable for any additional expenses you may incur in connection with your attendance at that residential school. The Open University will not reimburse any such expenses.

I4. If you have requested your study materials to be delivered to an address in Continental Europe, you may be required to cover additional postal costs in order to receive your physical study materials. These additional costs may include VAT and customs charges (for larger items).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Glossary of terms

14th day of your module

This is counted as 14 days from the module start date, including that first day of the module. For example, if a module began on 1 October, the 14th day would be 14 October.

Academic Year

This begins on 1 August each calendar year and ends on 31 July.

Agreed Overseas Territories

This means Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands, Gibraltar, Montserrat, Pitcairn Islands, South Georgia and the South Sandwich Islands, St Helena and Dependencies (Ascension Island and Tristan da Cunha), Turks and Caicos Islands.

British overseas territories

This means Anguilla, Bermuda, British Antarctic Territory, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands, Gibraltar, Montserrat, Pitcairn, Henderson, Ducie and Oeno Islands, South Georgia and the South Sandwich Islands, St. Helena and Dependencies, Turks and Caicos Islands.

Declared qualification

This means a postgraduate qualification that your study is being counted towards.

Devolved UK Nation

This refers to Scotland, Wales and Northern Ireland.

Enrol (for a module)

This means where you are allocated to and pay for a module as part of a qualification that you have already registered for, and accept the Conditions of Registration.

European Economic Area (EEA) countries

This means Austria, Belgium, Bulgaria, Croatia, Republic of 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 and Sweden.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

EU overseas territories

This means, Aruba, Faroe Islands, French Polynesia, French Southern and Antarctic Territories, Mayotte, Greenland, Netherlands Antilles, , St Barthelemy, St Pierre et Miquelon, the Territory of New Caledonia and Dependencies, and Wallis and Fortuna Islands.

Fee Liability

This means the requirement for you to pay your tuition fees to The Open University.

Fee Credit

This means an amount of money that is awarded by The Open University that can be offset against the fee of a future presentation module.

Fee Refund

This means the return of funds used to pay tuition fees to their source, either partially or in full.

Final deferral date (FDD)

This means the last working day before you sit the examination or submit the end-of-module assessment (EMA) or for modules which do not have an end-of-module assessment, the last working day before the submission deadline for the final piece of assessed work.

Home Address

This means where you are ordinarily and lawfully resident.

Home Fee

This refers to the fee applicable in England, Scotland, Wales or Northern Ireland.

Local Education Centre

This means the place that administers your study when you are registered under a Partnership Agreement with another education provider.

Microcredential

This means a short block of study, consisting of between 100-150 hours of study time (including a Summative Assessment) for which academic credits are awarded.

Module Start Date

This means the day that your module officially begins, as outlined during the registration process.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Non-established Examination Centre

This means an exam centre that The Open University arranges for you in a non-UK location on an exceptional basis and by request, but is not usually or routinely used by Open University Students to sit exams.

Ordinarily and lawfully resident

This is where you are lawfully, habitually and normally resident from choice for a settled purpose, apart from temporary or occasional absences.

Partnership Agreement

This means an agreement between The Open University and another educational provider to provide joint services.

Registration

This means the process by which you become a Student of The Open University. Subject to these regulations you may register for a module or for a qualification. To register or enrol you need to agree to the [Conditions of Registration](#), signalling your intention to study one or more modules or qualifications, and make or arrange payment for your studies.

Registration confirmation (funding)

This means the process by which The Open University confirms your participation in your study to allow maintenance funding to be released to you by the funding body.

Relevant person of Northern Ireland

A person counts as a 'relevant person of Northern Ireland' if they were born in Northern Ireland, and at the time they were born, at least one of their parents was a British Citizen, Irish Citizen, both a British Citizen and an Irish Citizen, not British or Irish, but was entitled to reside in Northern Ireland and had no immigration time limit on their stay and they themselves are a British Citizen, or an Irish Citizen, or both a British Citizen and an Irish Citizen.

Seasonal Academic Year

This is calculated from when you first study towards your qualification and ensures that you can access a full year of funding support, regardless of when you begin.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Settled Status

This means you are normally and lawfully resident in the UK by choice without any immigration restriction on the length of your stay. 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).

Temporarily Absent

This means where you are not resident in your normal country of residence for a fixed period of time. 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.

When deciding if a person leaving is no longer ordinarily resident in a particular place The Open University considers if *“they have, for the time being ceased to live there as part of the regular order of life”*. The Open University considers and bases our decision on a range of relevant factors to help indicate a person’s residency with the aim of establishing where a person’s *“regular order of life”* takes place. In making our decision, The Open University will consider, among other things:

- the nature and purpose of the absence, including the nature and purpose of any employment overseas;
- the terms of any contract or employer's letter;
- the period of time spent abroad;
- the time spent in the UK;
- whether a residence has been maintained in the UK (or as the case may be EEA, Switzerland and Turkey).

The Open University also considers the UK Council for International Student Affairs (UKCISA) definition of ordinary residence which states; *“You are ordinarily resident in the relevant residence area if you have been habitually, normally and lawfully resident in that area from choice”*.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

UK Funding Authority

This is a Government Agency or equivalent and refers to Student Finance England (SFE), Student Finance Wales (SFW), Student Finance Northern Ireland (SFNI) or the Student Awards Agency for Scotland (SAAS).

Vice-Chancellor's Delegate

This means a senior member of staff that the Vice-Chancellor has nominated to make decisions.

Further clarification

If you have any queries around the content provided within this document and how to interpret it, please contact your [Student Support Team](#).

To check the latest postal address and other contact details, or if you would like to find out more about our most up-to-date response times for receiving and sending postal correspondence to The Open University, please see [Open University offices](#).

Student Support Team

The Open University

PO Box 197

Milton Keynes

MK7 6BJ

www.open.ac.uk/contact

Phone +44 (0)300 303 5303

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

The Open University in Wales

If you are resident in Wales, you can speak to a student support advisor in Welsh or English.

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

I siaradwyr Cymraeg

Os rydych yn siarad Cymraeg a fyddai'n well gennych trafod eich anghenion drwy gyfrwng y Gymraeg, cysylltwch â'r Brifysgol Agored yng Nghymru yng Nghaerdydd os gwelwch yn dda

ffôn +44 (0)29 2047 1170 neu ebost wales-support@open.ac.uk

The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

Email scotland@open.ac.uk

The Open University in Ireland (Northern Ireland and Republic of Ireland)

110 Victoria Street

Belfast

Northern Ireland

BT1 3GN

Phone +44 (0)28 9032 3718

Email northernireland@open.ac.uk or ireland@open.ac.uk

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

For new Students from outside the UK (except Republic of Ireland):

Phone +44 300 303 0266

www.openuniversity.edu

Or email us from our website www.open.ac.uk/contact

If you have any comments about this policy document and how it might be improved, please submit these to SPR-Policy-Team@open.ac.uk.

Alternative format

If you require this document in an alternative format, please contact the Student Support Team via <http://www.open.ac.uk/contact/> (phone +44 (0)300 303 5303).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Appendix 1 – Residency criteria and fee areas

Ap1 1. Introduction

Ap1 1.1 The Open University may charge different fees for postgraduate 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.

Ap1 1.2 The territory which applies to you is based on your Home Address and not a temporary or work address.

Ap1 1.3 The Open University is required to ensure that all Students studying with us have permission to do so. This means that you may be required to submit additional evidence to verify your status in the UK or ensure you are entitled to visit the UK. If you are unable to provide evidence which verifies your status, The Open University may be unable to accept your registration on to your chosen module(s) or be unable to permit you to attend face to face study events. If you have been allowed to register and you are unable to supply the necessary evidence, your registration may be cancelled, and any fees refunded.

Ap1 1.4 The Open 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).

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 2. Eligibility for UK fees

Ap1 2.1. UK Nationals

Ap1 2.1.1 You are eligible to pay a UK fee if one of the below categories apply to you;

Ap1 2.1.2 You are 'settled' in the UK and the below apply;

- a) you are 'settled' in the UK as of the first day of the Seasonal Academic Year of your module; and
- b) you have been ordinarily and lawfully resident in the UK and Islands and/or the Republic of Ireland, for the three years prior to the first day of the Seasonal Academic Year of your module.

Ap1 2.1.3 You have had a period of ordinary residence in Europe or the EU overseas territories and the below apply;

- a) on 31st December 2020 you were either ordinarily resident in;
 - the EEA (excluding the UK and Gibraltar), Switzerland, and the EU overseas territories or;
 - the UK, provided this period of ordinary residence started after 31st December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, and the EU overseas territories; and
- b) you have been ordinarily resident in the UK, Gibraltar, the EEA, Switzerland, the EU overseas territories and the British overseas territories (this does not include the British overseas territories for the period 1st January 2021 to the first day of the Seasonal Academic Year of your module) for the three years prior to the first day of the Seasonal Academic Year of your module; and
- c) you are ordinarily resident in the UK as of the first day of the Seasonal Academic Year of your module.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 2.1.4 You have exercised a right of residence in the EEA and Switzerland before 1st January 2021 and the below apply;

- a) you left the UK and exercised a right of residence in the EEA and Switzerland before 1st January 2021, having already been settled in the UK;
- b) on 31st December 2020 you were either ordinarily resident in
 - the EEA (excluding the UK), Switzerland, the EU overseas territories and the British overseas territories or;
 - the UK, provided this period of ordinary residence started after 31st December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, the EU overseas territories and the British overseas territories; and
- c) you have been ordinarily resident in the UK, the EEA, Switzerland, the EU overseas territories and the British overseas territories for the three years prior to the first day of the Seasonal Academic Year of your module; and
- d) you are 'settled' in the UK as of the first day of the Seasonal Academic Year of your module.

Ap1 2.1.5 If you are 'temporarily absent' 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 absent from the UK.

Ap1 2.1.6 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.

Ap1 2.2. Members of the British Armed Forces and UK Government employees working overseas

Ap1 2.2.1 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 British Forces Post Office (BFPO) address, you are liable for the relevant fee based on your place of ordinary and lawful residence within the UK.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 2.2.2 If you are ordinarily and lawfully resident in one of the devolved UK nations you may need to provide us 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.

Ap1 2.2.3 Anyone who is a family member of someone currently serving in the British Armed Forces who is entitled to use a BFPO address, a non-UK national currently serving in the British Armed Forces, 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 us 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.

Ap1 2.3. European Union (EU), European Economic Area (EEA), or Swiss nationals

Ap1 2.3.1 You are eligible to pay a UK fee if the below category applies to you;

Ap1 2.3.2 You are eligible for EU Settlement Status (EUSS) and the below apply;

- a) as of the first day of the Seasonal Academic Year of your module you are an EU, EEA or Swiss national and you have been granted either;
- settled or pre-settled status under the EU Settlement Scheme (EUSS); or
 - you are an Irish citizen who, would be eligible for EU Settlement Status (EUSS) if you chose to make an application or has exercised your right to reside in the UK before 1st January 2021;
- b) you are ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic Year of your module; and
- c) you have been ordinarily and lawfully resident in the UK and Islands, , the European Economic Area (EEA), EU overseas territories and British overseas territories and Switzerland for the three years prior to the first day of the academic year of your module;

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 2.4. Family members of UK nationals

Ap1 2.4.1 You are a family member of an UK national if you are one of the following:

- a) a spouse or civil partner of the person ;
- b) a direct descendant of the person or the person's spouse or civil partner who is under the age of 21; e.g. child or grandchild. Those who are 21 years or over will need to provide evidence of dependency;
- c) a dependent direct ascendant of the person or the person's spouse or civil partner e.g. parent or grandparent. This is only applicable if you and the person left the UK and exercised a right of residence in the EEA and/or Switzerland.

Ap1 2.4.2 You will be eligible to pay a UK fee if one of the below categories apply to you;

Ap1 2.4.3 You are a family member of a UK national and the below apply;

- a) you are a family member of a UK national on the first day of the Seasonal Academic year of your module; and
- b) you have been ordinarily resident in the UK and Islands for the three years prior to the first day of the Seasonal Academic year of your module; and
- c) you are ordinarily resident in the UK on the first day of the Seasonal Academic year of your module.

Ap1 2.4.4 You and your UK national family member have had a period of residence in Europe or the EU overseas territories and the below apply;

- a) you are a family member of a UK national on the first day of the Seasonal Academic year of your module; and
- b) on 31st December 2020 you and your UK national family member were either ordinarily resident in;
 - the EEA (excluding the UK), Switzerland, and the EU overseas territories or;

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- the UK, provided this period of ordinary residence started after 31st December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, and the EU overseas territories; and
- c) you and your UK National family member have been ordinarily resident in the UK, the EEA, Switzerland, the EU overseas territories and the British overseas territories (these do not include the British overseas territories for the period 1st January 2021 to the first day of the Seasonal Academic Year of your module) for the three years prior to the first day of the Seasonal Academic Year of your module; or
- d) you have been ordinarily resident in the UK, the EEA, Switzerland and the EU overseas territories for the period 1st January 2021 to the first day of the Seasonal Academic Year of your module; and
- e) your UK National family member has been ordinarily resident in the UK, the EEA, Switzerland, the EU overseas territories and the British overseas territories (these do not include the British overseas territories for the period 1st January 2021 to the first day of the Seasonal Academic Year of your module) for the three years prior to the first day of the Seasonal Academic Year of your module; and
- f) your UK National family member has exercised a right of residence in an EU country other than the UK before 1st January 2021; and
- g) you will be ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic year of your module.

Ap1 2.4.5 You and your UK family member have exercised a right of residence in the EEA and Switzerland and the below apply;

- a) You and your UK family member left the UK and exercised a right of residence in the EEA and Switzerland before 1st January 2021, having already been settled in the UK and;
- b) on 31st December 2020 you were either ordinarily resident in;
- the EEA (excluding the UK), Switzerland, the EU overseas territories and the British overseas territories or;

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- the UK, provided this period of ordinary residence started after 31st December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, the EU overseas territories and the British overseas territories; and
- c) you have been ordinarily resident in the UK, the EEA, Switzerland, the EU overseas territories and the British overseas territories for the three years prior to the first day of the Seasonal Academic Year of your module;
- d) you are 'settled' in the UK as of the first day of the Seasonal Academic Year of your module.

Ap1 2.5 Family members of EU nationals and relevant person of Northern Ireland (RPNI)

Ap1 2.5.1 You are a family member of an EU national or a relevant person of Northern Ireland (RPNI) if you are one of the following:

- a) a spouse or civil partner;
- b) a direct descendant of the person or the person's spouse or civil partner who is under the age of 21; e.g. child or grandchild. Those who are 21 years or over will need to provide evidence of dependency;
- c) a dependent direct ascendant of the person or the person's spouse or civil partner e.g. parent or grandparent.

Ap1 2.5.2 You will be eligible to pay a UK fee if the below applies to you;

Ap1 2.5.3 You are a family member of an EU national or Relevant person of Northern Ireland on the first day of the Seasonal Academic Year of your module and the below apply;

- a) you have been granted settled or pre-settled status under the EU Settlement Scheme (EUSS); and
- b) Your EU national or Relevant person of Northern Ireland family member is in the UK as a self-sufficient person, student or worker as of the first day of the Seasonal Academic Year of your module; and

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- c) you or your EU national or Relevant person of Northern Ireland family member have been ordinarily resident in the UK, EEA, Switzerland, EU overseas territories and British overseas territories for the three years prior to the first day of Seasonal Academic Year of your module; and
- d) you are ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic Year of your module;

Ap1 2.6. Nationals of countries outside of the UK, EEA and Switzerland

Ap1 2.6.1 If you are not a UK, EU, EEA or Swiss national or their family member, then you will be eligible to pay a UK fee if:

Ap1 2.6.2 You have been granted indefinite leave to remain in the UK (i.e. not on a temporary visa); and

- a) you have been ordinarily and lawfully resident in the UK and islands for at least three years prior to the first day of the Seasonal Academic Year of the module; and
- b) you will be ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic Year of your module.

Ap1 2.6.3 You have been granted refugee status; or are the spouse, civil partner or child of a refugee; and

- a) you will be ordinarily and lawfully resident in the UK on the first day of the academic year of your module; and
- b) you have not ceased to be resident in the UK since being granted leave to remain; and
- c) if you are the spouse or civil partner of a person granted refugee status, you must have been their spouse or civil partner at the time of them submitting their asylum application.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 2.6.4 You are resident in England and Wales and have been granted Humanitarian Protection or Stateless Person leave; or are the spouse or civil partner or child of a person listed; and

- a) you will be ordinarily and lawfully resident in England on the first day of the Seasonal Academic Year of the module; and
- b) you have not ceased to be resident in the UK since being granted leave to remain; and
- c) if you are the spouse or civil partner of a person granted refugee status, you must have been their spouse or civil partner at the time of them submitting their asylum application.

Ap1 2.6.5 You are resident in England and Wales and have been granted Indefinite Leave to remain as a bereaved partner; and

- a) you will be ordinarily and lawfully resident in England on the first day of the Seasonal Academic Year of the module; and
- b) you have not ceased to be resident in the UK since being granted leave to remain.

Ap1 2.6.6 You have been granted leave to remain under article 67 of the Immigration Act 2016; and

- a) you will be ordinarily and lawfully resident in either England, Wales or Northern Ireland on the first day of the academic year of your module.
- b) you have not ceased to be resident in the UK since being granted limited leave to remain.

Ap1 2.6.7 You are resident in Wales, and have been granted Discretionary leave, or Leave to remain on the grounds of family or private life; or are a spouse, civil partner, or child of a person listed above; and

- a) you will be ordinarily and lawfully resident in Wales on the first day of the Seasonal Academic Year of your module; and
- b) you have been ordinarily and lawfully resident in the UK and islands for at least three years prior to the first day of the Seasonal Academic Year of the module; and

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- c) if you are the spouse or civil partner, of a person listed above you must have been their spouse or civil partner at the time of them submitting their application to the Home Office.

Ap1 2.6.8 You are resident in Northern Ireland, and have been granted Discretionary leave, Humanitarian Protection, or Leave to remain as a result of a failed Asylum application; or are a spouse, civil partner, or child of a person listed above and

- a) you will be ordinarily and lawfully resident in Northern Ireland on the first day of the Seasonal Academic Year of your module; and
- b) if you are the spouse or civil partner, of such persons listed above you must have been their spouse or civil partner at the time of them submitting their application to the Home Office.

Ap1 2.6.9 If you have been granted any type of leave other than those listed above or you believe the categories do not apply to you, your circumstances will be considered on a case by case basis.

Ap1 2.6.10 If you are not sure if you are eligible to pay UK fees, contact our [Student Support Team](#) for advice.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap1 3. If you are not eligible for UK fees

Ap1 3.1 Your fee eligibility will be determined by where you are resident on the first day of the Seasonal 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 EU 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 EU 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 standard 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 Open University can provide you with sufficient support 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.

Version number: 1.1	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Appendix 2 – Conditions for Discretionary Fee Credits and Refunds approved by The Open University

Table 7. Conditions approved by The Open University

Criterion	Conditions and notes	Examples of types of supporting evidence required
1. Death of a close family member, partner or dependent.	A close family member is defined as someone on whom you were dependent (emotionally or financially) or who was dependent on you.	Hard copy or email notification followed by documentary evidence, e.g. 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, e.g. 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 Open University in order to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation, have not enabled you to study effectively; or	Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation. Corroborative evidence from Open University records, e.g. tutor or Student Support Team.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

	<p>The impact of a disability on your studies has been more severe than anticipated; or</p> <p>There has been an increase in your disability/disabilities affecting your studies since the module start date.</p>	
4. An unforeseen prolonged incapacity of yourself due to pregnancy, maternity/paternity, or surrogacy.	If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy, maternity/paternity or surrogacy must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence, e.g. certificate, letter or medical statement from a health professional, e.g. a GP, consultant or midwife confirming the situation.
5. An unforeseen prolonged incapacity of yourself due to adoption.	If you were aware of the adoption before the module start date, the impact on your study of the adoption process or caring responsibilities must be greater than might reasonably have been anticipated.	Supporting evidence e.g. report from social services, adoption agency, or a certificate, letter or medical statement from GP or consultant confirming the situation.
6. 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, e.g. certificate, letter or medical statement from GP or consultant confirming the situation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

7. 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.
8. Maladministration on the part of The Open University.	Action or inaction which could be classed as maladministration on the part of the Open University and which has affected your academic progress. This does not extend to circumstances that are beyond our control.	Any relevant evidence to support your application, e.g. record of student contact.
9. 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, or household insurance documentation.
10. An unforeseen change in caring responsibilities	If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence, e.g. Letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Appendix 3 – Postgraduate Loans in England and Wales

Ap3 1. Course Eligibility Criteria

- Ap3 1.1 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 comprising 180 credits and culminating in a postgraduate Masters qualification, for example MA, MSc, MRes, MBA, MEd and LLM.
- Ap3 1.2 Masters qualifications which start after 1 August 2016 in England or 1 August 2017 in Wales are eligible for the loan. Previous Open University credit, accreditation of prior learning and/or credit transfer cannot be included as part of a loan eligible Masters qualification, unless achieved after the applicable start dates.
- Ap3 1.3 Masters qualifications which begin after 1 August 2019 in Wales are eligible for a combination of loan and grant funding. The amount of grant you are entitled to will be dependent on your personal circumstances. Open University credits, accreditation of prior learning and/or credit transfer cannot be included as part of a loan eligible Masters qualification, unless these credits have been attained after 1 August.
- Ap3 1.4 Open University Masters qualifications which can be completed within 3 years are eligible.

Ap3 2. Personal Eligibility Criteria

- Ap3 2.1 You must be ordinarily resident in England or Wales to be eligible for the loans in these Nations.
- Ap3 2.2 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- Ap3 2.3 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.
- Ap3 2.4 If you already hold a Masters qualification, an equivalent level qualification or a higher level qualification, you will not be eligible for the loans. Qualifications obtained outside the UK will be taken into account in determining your eligibility for the loan.
- Ap3 2.5 If you are aged 60 or over on the first day of the Seasonal Academic Year (as calculated in [Section G, Table 1](#)) in which the qualification begins, you will not be eligible for the loan.

Ap3 3. Administration of the funding

- Ap3 3.1 You must submit your application directly to Student Finance England or Student Finance Wales. The funding will be issued by the Student Loans Company, directly to you.
- Ap3 3.2 You will receive the funding in instalments over the duration of your study, subject to your ongoing participation in study.
- Ap3 3.3 The Open University is required to confirm your registration is complete and that you are participating in study before postgraduate funding instalments are released. This means that all relevant paperwork must be returned to us together with full payment of any module fee(s) before an instalment can be paid to you.
- Ap3 3.4 Your registration will be confirmed to the Student Loans Company once The Open University has been able to confirm you are participating on your course. This will be no earlier than the first day of your module.
- Ap3 3.5 Payments will be made in three instalments across the academic year. The first instalment will be released after The Open University has confirmed your registration as per paragraph Ap3 3.4. Subsequent payments will be released by the Student Loans Company approximately 14 days after the start of terms 2 and 3.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

- Ap3 3.6 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 Open University is expected to inform the Student Loans Company if you are no longer participating in your studies or you change qualification.
- Ap3 3.7 Approved study breaks may be permitted during which your payments would be suspended until the return to study.
- Ap3 3.8 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 Student Loans Company requirements.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Appendix 4 – Postgraduate Loans in Northern Ireland

Ap4 1. Course Eligibility Criteria

- Ap4 1.1 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.
- Ap4 1.2 Qualifications may have a maximum duration of three years. Qualifications of less than one academic year's duration are eligible for postgraduate support.
- Ap4 1.3 Postgraduate loans are available to Students starting qualifications in Northern Ireland after 1 August 2017.

Ap4 2. Personal Eligibility Criteria

- Ap4 2.1 You must be ordinarily resident in Northern Ireland to be eligible for a Postgraduate Loan.
- Ap4 2.2 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 for a Postgraduate loan. You will be required to submit three years' address history to confirm your place of ordinary residence.
- Ap4 2.3 If you are an EU national you will be eligible for a Postgraduate loan, 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.
- Ap4 2.4 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022

Ap4 3. Administration of the loan

- Ap4 3.1 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.
- Ap4 3.2 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.
- Ap4 3.3 If you are studying your qualification over two academic years then you are eligible for a tuition fee loan of up to £2,750 each year.
- Ap4 3.4 If you are studying your qualification 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).
- Ap4 3.5 Where the loan amount for the year is insufficient to cover your module fees in full, you will be required to pay any shortfall to the fee in full at the point of registration.
- Ap4 3.6 You may transfer to an alternative, or higher level qualification at The Open University or a different institution, but the maximum Postgraduate loan will remain capped at £5,500.
- Ap4 3.7 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.
- Ap4 3.8 You may suspend your studies part way through the course on one or more occasions up to a maximum of two years in aggregate.
- Ap4 3.9 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2021	Date for review: March 2022