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Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

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

Alternative format of these Fee Rules

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).

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.

Fee Rules that are superseded by this document

This document replaces the previous version of [Fee Rules \(Postgraduate Study\) 2023/24](#) and any versions prior to this date.

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 2024/25 Academic Year. For any subsequent modules that you study, the Fee Rules in force at that time will apply.

The Fee Rules 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.

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What The Fee Rules do not cover

These Rules do not apply to the following:

- Undergraduate or Integrated Master's qualifications, or undergraduate modules on a standalone basis. Please see [Fee Rules \(Undergraduate\)](#).
- Postgraduate modules that commenced within an academic year other than 2024/25. 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 the [Apprentice Enrolment and Support Team \(AEST\)](#).
- Open University Microcredentials. Please see the appropriate [Terms and Conditions for your Microcredential](#).
- Vocational Qualifications. Please see [Conditions of Registration \(Vocational Qualifications\)](#).

Related Documentation

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

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

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The Open University Student Charter Values

[The Student Charter](#) was developed in partnership by The Open University and The Open University Students Association (OUSA). It sets out our shared values and the commitments we make to each other as a community of students and staff. This document has been developed with the Student Charter values as its foundation.

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 in different countries.

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. You can also update your language preferences using the [Language preferences form](#).

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Section A: Setting and changing fees

- A1. Unlike full-time Higher Education Institutions, The Open University offers students more flexibility to study qualifications over an extended period of time, and at a variety of study intensities to suit individual needs; it may therefore be necessary to make changes to fees, the fee rules and the fee policies during your studies.
- A2. Fees are set annually by The Open University Council and are published on each module description on the [online prospectus](#).
- A3. Fees increase to cover the costs of delivering our courses and services to students. Any such increase will take into account our staffing and operation costs, changes in government funding, and the current rate of inflation and price indices (specifically the Consumer Price Index (CPI), Retail Price Index (RPI) and UK wage inflation).
- A4. Over the past 5 years, the rate of annual fee increase for continuing postgraduate taught students has ranged between 1.6% and 5.0%.
- A5. Other changes to fees may include the introduction, modification or withdrawal of any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study.
- A6. The fees you will need to pay in any one academic year will usually be published in the spring of the preceding year (i.e., prior to the start of the 2024/25 academic year which commences in August 2024).
- A7. If there are any significant changes to fees or the Fee Rules, The Open University will give reasonable notice of the changes and the date they take effect.

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Section B: Working out your Fee Liability

- B1. During the registration process, you will be advised of the fees 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. If you cease to study towards your declared qualification, become a Returning Student and/or start a new qualification, your fees and funding status will be reassessed when you resume your studies. The fee charged will depend on the time at which your studies resume and the duration of your period without study; we will also take into account your funding eligibility, which may change.

B5. Changes to your Home Address, country of residence or study location

- B5.1. If your place of residency changes 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.

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- B5.2. If you move between UK Nations and are continuing to study towards the same qualification with no break in study, your fee will not change. If this applies to you and you are in receipt of support from a UK Funding Authority such as Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland, your support should continue to be provided by the same Funding Authority.
- B5.3. 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.

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 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.

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- 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](#).
- 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.
- C8. 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. Only then will you be allowed to complete your registration.

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 calendar 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 calendar 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](#).

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- D4. The Open University works in partnership with the UK Funding Bodies to ensure that public funds are appropriately managed. To do this, we are 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 The Open University determines you have stopped studying, 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, and your registration may be cancelled. The Open University will also not be able to claim further loan instalments for your tuition fees.
- 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 Section 5.11 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.
- 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 to the next presentation or academic year. 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 to the OUSBA Limited loan; instead, you need to formally notify The Open University of your intentions to defer. 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.

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- D10. In the unlikely event that The Open University needs to withdraw a module, qualification or programme of study, we 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 circumstances where continuation of studies may not be possible, the [Refund and Compensation Policy](#) outlines the criteria where any Refunds or compensation will be awarded.

Section E: Fee Refunds

- E1. If you cancel during the period outlined in Clause D2 above or more than 14 calendar 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 remaining fees you are still 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 calendar days after the date of confirmation of your registration, you will only be entitled to a Refund or Fee Credit under 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](#).
- 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 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. Payments made by a third-party payment will be refunded to the third-party.

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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 the next available Module Start Date in cases where you intend to study your deferred module again, but the next Start Date 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 F13.
- 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 affect the amount of Fee Credit you are entitled to.
- 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.
- 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](#).

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- F10. If you are studying in Northern Ireland and have paid your fees (in full or in part) with a part-time tuition fee loan and you defer or withdraw from your studies, you will not be liable for any fees due to be paid by the part-time tuition fee loan after the date you defer or withdraw, and your loan liability will be adjusted as appropriate.
- F11. If you are registered on module T802 and fail TMA01, you may be eligible to defer this module and receive an enhanced Fee Credit of 80%. You must inform The Open University of your decision to defer within 28 calendar days of us contacting you about your marked TMA01.
- F12. If you fail a module you are required to complete before progressing to the dissertation module and have registered for a dissertation module prior to receiving your module result, you will be eligible to receive an enhanced Fee Credit of 80%. This also applies to resits, resubmissions and postponements. Deferral requests must be received within 28 calendar days of your fail result being published.
- F13. Fee Credits are not permitted for use against Microcredentials or Apprenticeship Programmes.
- F14. 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.

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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) as defined in Table 1. Your SAY is 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.

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 calendar 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.

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

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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 2024	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2024	1 January 2025 to 31 March 2025*	1 April 2025 to Final Deferral Date
1 January - 31 March 2025	Before your module starts or before the 14th day of your module	Day 14 to 31 March 2025	1 April 2025 to 31 July 2025*	1 August 2025 to Final Deferral Date
1 April - 30 June 2025	Before your module starts or before the 14th day of your module	Day 14 to 31 July 2025	1 August 2025 to 31 December 2025*	1 January 2026 to Final Deferral Date
1 July - 31 August 2025	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2025	1 January 2026 to 31 March 2026*	1 April 2026 to Final Deferral Date

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 2024	Before your module starts or before the 14th day of your module	Day 14 to 31 January 2025	1 February 2025 to 31 May 2025†	1 June 2025 to final deferral date
January – March 2025	Before your module starts or before the 14th day of your module	Day 14 to 30 April 2025	1 May 2025 to 31 August 2025	1 September 2025 to Final Deferral Date

* or Final Deferral Date, whichever is earlier.

† or Final Deferral Date, whichever is earlier.

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

G2.1. Students in England, Scotland, Wales, the Republic of Ireland, Europe and the Rest of the World who decide to defer or withdraw from a module on or after the Module Start Date will be liable for fees as outlined in Table 4, and will be eligible for a Fee Credit as outlined in [Section F](#).

Table 4: Fee Liabilities for modules beginning 1 August 2024 - 31 July 2025

If your module begins between	Fee Liability of 0%	Fee Liability of 100%
1 August 2024 – 31 July 2025	Before your module starts	Between module start date to Final Deferral Date

G2.2. If you are a Student registered in Scotland who is 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 in Table 5, you will not receive a part-time tuition fee loan. You will however still be liable to pay the full 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 loan).

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

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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 consider 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 you deferred from. These maximum limits will only apply in exceptional circumstances. You can find out more about when these maximum limits will apply by contacting your [Student Support Team](#).
- 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, which has resulted in you not wishing to continue to study with us.
 - 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 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 provided in writing within 10 working days. In the event that your application is unsuccessful, you will be provided with guidance on how to appeal this decision.

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- 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 computer, 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 have registered for a residential school module or a module that includes an embedded residential school, you are liable for any additional expenses you may incur in connection with your attendance at that residential school (e.g. travel and additional subsistence costs).
- I4. If you have requested your study materials to be delivered to an address in the Republic of Ireland or 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).

Section J: Summary of significant changes since previous version

There are a number of significant changes from the previous version of this policy (Fee Rules (Postgraduate Study) 2023/24). These are:

- a) Removal of references to Professional Development Courses which ended in December 2023. Amendment to references for Microcredential Terms and Conditions.
- b) Addition of information regarding how to update language preferences within the Introduction.
- c) Clarification around how The Open University differs from other Higher Education Institutions (Clause A1).

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- d) Addition of new clause to specify how moving between UK nations will impact upon UK Funding Authority support (new Clause B5.2 and subsequent section renumbering).
- e) Clarification that 14 days refers to calendar days (Section D, Section E, Section G, and Glossary).
- f) Clarification that The Open University will determine whether you have stopped studying (Clause D5).
- g) Amendment to Changing Your Study Plans reference (Clause D6).
- h) Clarification that deferral refers to the next presentation or academic year (Clause D8).
- i) Clauses F12 and F13 combined and rewritten to describe eligibility for an enhanced Fee Credit in relevant circumstances. Subsequent clauses and references have been renumbered.
- j) Clarification that liability for fees is dependent upon the length of module presentation (Clause G1.3).
- k) Clarification on how to find out more about the maximum period for Discretionary Fee Credits (Clause H4).
- l) Removal of references to examination centres and subsequent renumbering of clauses (original Clause I2). Subsequent removal of Glossary definition for Non-established examination centre.
- m) Clarification of the additional expenses you may incur when studying a residential school module or one which includes an embedded residential school (original Clause I3, now Clause I2).
- n) Removal of the sentence around The Open University reimbursing expenses (original Clause I3, now Clause I2).
- o) Removal of cancellation policy clause for residential schools (original Clause I4).
- p) General glossary amendments not already mentioned: Addition of definition for Fee Discount, and The Open University Council. Amendments to the Specified British Overseas Territories/Agreed Overseas Territories and updates to Appendix 1 to reflect new terminology.
- q) Removal of references to postal correspondence (Further Clarification section).

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- r) Amendments to Appendix 1 Residency Criteria to include:
- a. The UK and Islands refers to the Channel Islands, Isle of Man and the specified British Overseas Territories.
 - b. Additional clarifications regarding the Chagos Islands (new Clause Ap1 2.1.6). Subsequent renumbering.
 - c. Additional clarifications to 'EU Settlement Status Scheme (EUSS)' (new clause Ap1 2.3.3).
 - d. Additional clarifications to the 'Family members of EU nationals and relevant person of Northern Ireland (RPNI)' (new Clause Ap1 2.5.4).
 - e. Amendments to refer to 'EU settlement status' and removal of reference to the EEA and Switzerland (Clauses Ap1 2.6, and Ap1 2.6.1).
 - f. Amendment from UK to 'England, Northern Ireland or Wales' (Clause Ap 2.6.5).
 - g. Addition of new clause regarding Ukraine schemes (Ap1 2.6.7). Subsequent renumbering.
 - h. Removal of the requirement to be resident in England and Wales (within Ap1 2.6.8, was previously Ap1 2.6.7).
 - i. Clarification to reference eligibility to enter or remain as a victim of domestic abuse or a child of the person listed (within Clause Ap1 2.6.9, previously Ap1 2.6.8).
 - j. Additional clarifications to 'Nationals of countries outside of the UK, EEA and Switzerland' (new Clause Ap1 2.6.13;). Subsequent renumbering.
 - k. Additional section Ap1.4 added to describe 'Changes to your UK residency status after you have started studying a qualification with us.'
- s) Amendments to Ap3.3 Administration of the funding to describe entitlement to subsequent instalments when not progressing on your qualification (Clause Ap3 3.6, 3.7 and 3.8). Subsequent renumbering of sections.
- t) Clarity on eligibility for postgraduate loans in Northern Ireland (Section Ap4.1).
- u) Combined original clause Ap4 2.1 with Ap4 1.1 Subsequent renumbering.
- v) Removal of repeated clause within Ap5 1.3.
- w) Clarification of discount parameters (Clause Ap 5 1.4).

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Commitment to Equality, Diversity and Inclusion at The Open University

Our policies are inclusive of all Open University Students, Learners, Enquirers and Alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation or trades union membership status.

Safe Space Reporting

The Open University is committed to creating a diverse and inclusive environment in which everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. Safe Space Reporting is available through [an online tool](#) through which staff, students, learners and visitors are encouraged to report incidents of assault, bullying, harassment, hate crime, or sexual harassment. It also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.

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Glossary

14th calendar day of your module

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

Academic Year

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

Continuing student

You are considered a continuing student if either of the following applies to you when you are enrolling for your next module.

- You have incurred fee liability for an Open University module which forms part of a postgraduate qualification in either of the last two seasonal academic years and you remain registered for the same qualification.
- You have incurred fee liability for an Open University module which forms part of a postgraduate qualification in the last seasonal academic year and are now changing your registered qualification or topping up to a higher-level qualification.

Maintaining your status as a continuing student will ensure your fees and funding status is unchanged for the duration of your qualification unless you move from inside the UK to a non-UK study area.

Declared qualification

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)

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.

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European Economic Area (EEA) countries

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.

EU Overseas Territories

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

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

Fee Credit

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

Fee Discount

This is a reduction to the advertised price of your module.

Fee Refund

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

Final deferral date (FDD)

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

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

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

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Microcredential

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

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

New student

You are considered a new student if you are studying a credit bearing module with The Open University for the first time.

The Open University Council

[The Council](#) is the University's executive governing body, which, subject to the powers of the Senate, exercises general control over the affairs of The Open University and is responsible for strategic planning, monitoring effectiveness and performance, finance, audit, estate management and human resource management.

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

An agreement between The Open University and another educational provider to provide joint services.

Registration

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)

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.

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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.

Returning student

You are considered as a Returning Student if any of the following apply to you when you are enrolling for your next module.

- You are studying modules on a standalone basis.
- You have not incurred fee liability for a module which forms part of a postgraduate qualification for at least two full seasonal academic years (e.g. if your last module registration commenced in the 2021/22 seasonal academic year and you did not study in the 2022/23 or 2023/24 seasonal academic years, but chose to recommence study in the 2024/25 seasonal academic year, you would become a Returning Student from the 2024/25 seasonal academic year).
- You have not incurred fee liability for a module which forms part of your qualification for one full seasonal academic year, and you are returning to a different postgraduate qualification.
- You have completed your registered qualification and are not registered on to a top-up qualification (if applicable) in the next seasonal academic year.

Becoming a Returning Student will lead to a reassessment of your fee status and may also lead to a change in your funding cohort and Nation Funding Authority.

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.

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Settled Status

Where 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).

Specified British Overseas Territories

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, and Turks and Caicos Islands.

Temporarily Absent

When 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).

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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*”.

UK Funding Authority

A Government Agency or equivalent; this 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

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](#).

Please send any information or other correspondence to The Open University electronically so we can respond to you as quickly as possible. You can also contact us by phone or post. To check the latest postal address and other contact details, 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

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The Open University in Wales

If you are resident in Wales, you can speak to a student support adviser 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

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BT1 3GN

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

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Residential Schools Team

The Open University
Hammerwood Gate
Kents Hill
Milton Keynes
MK7 6BY

Phone +44 (0)1908 653 235

Email residential-schools@open.ac.uk

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

Phone +44 300 303 0266

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

Feedback

Comments and feedback about this policy and how it might be improved are welcomed.
Please submit these to SPR-Policy-Team@open.ac.uk.

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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).

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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, the Channel Islands, the Isle of Man and the specified British Overseas Territories 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 31 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 31 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 specified British Overseas Territories (this does not include the specified British Overseas Territories for the period 1 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.

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

- a) you left the UK and exercised a right of residence in the EEA and Switzerland before 1 January 2021, having already been settled in the UK;
- b) on 31 December 2020 you were either ordinarily resident in
 - the EEA (excluding the UK), Switzerland, the EU Overseas Territories and the specified British Overseas Territories; or
 - the UK, provided this period of ordinary residence started after 31 December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, the EU Overseas Territories and the specified British Overseas Territories; and
- c) you have been ordinarily resident in the UK, the EEA, Switzerland, the EU Overseas Territories and the specified 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 You are a British citizen and the below apply:

- a) you were born in the Chagos Islands, or you are the direct descendant of a British citizen born in the Chagos Islands; and
- b) you are ordinarily resident in England as of the first day of the Seasonal Academic Year of your module.

Ap1 2.1.7 If you are ordinarily and lawfully resident in the Channel Islands or the Isle of Man, you are not eligible to pay a UK fee.

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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.

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 have exercised your right to reside in the UK before 1 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

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- c) you have been ordinarily and lawfully resident in the UK, the Channel Islands, the Isle of Man, the European Economic Area (EEA), EU Overseas Territories, the specified British Overseas Territories and Switzerland for the three years prior to the first day of the academic year of your module.

Ap1 2.3.3 You are eligible for EU Settlement Status (EUSS) and the below apply:

- a) you are ordinarily and lawfully resident in Scotland as of the first day of the Seasonal Academic Year of your module;
- b) 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 have exercised your right to reside in the UK before 1 January 2021.

Ap1 2.4. Family members of UK nationals

Ap1 2.4.1 You are a family member of a 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

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- b) you have been ordinarily resident in the UK, Channel Islands and Isle of Man 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 31 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;
 - the UK, provided this period of ordinary residence started after 31 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 specified British Overseas Territories (these do not include the specified British Overseas Territories for the period 1 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 1 January 2021 to the first day of the Seasonal Academic Year of your module; and

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- e) your UK National family member has been ordinarily resident in the UK, the EEA, Switzerland, the EU Overseas Territories and the specified British Overseas Territories (these do not include the specified British Overseas Territories for the period 1 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 1 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 1 January 2021, having already been settled in the UK and;
- b) on 31 December 2020 you were either ordinarily resident in:
 - the EEA (excluding the UK), Switzerland, the EU Overseas Territories and the specified British Overseas Territories; or
 - the UK, provided this period of ordinary residence started after 31 December 2017 and immediately followed a period of ordinary residence in the EEA (excluding the UK), Switzerland, the EU Overseas Territories and the specified British Overseas Territories; and
- c) you have been ordinarily resident in the UK, the EEA, Switzerland, the EU Overseas Territories and the specified 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.

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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
- 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 specified British Overseas Territories for the three years prior to the first day of the 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.

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Ap1 2.5.4 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 are ordinarily and lawfully resident in Scotland as of the first day of the Seasonal Academic Year of your module;
- b) you have been granted settled or pre-settled status under the EU Settlement Scheme (EUSS); and
- c) 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.

Ap1 2.6. Nationals of countries outside of the UK who do not hold an EU Settlement Status

Ap1 2.6.1 If you are not a UK national, someone who holds an EU Settlement Scheme status or a family member of either person, then you will be eligible to pay a UK fee if one of the below categories applies to you:

Ap1 2.6.2 You have been granted settled status in the UK (i.e., not on a temporary visa [indefinite leave to remain, indefinite leave to enter or settlement]); and

- a) you have been ordinarily and lawfully resident in the UK, Channel Islands, Isle of Man and specified British Overseas Territories 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 are a family member of a national from outside of the UK, EEA and Switzerland who has been granted a settled status, 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.

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Ap1 2.6.4 You will be eligible to pay a UK fee if the below applies to you:

Ap1 2.6.5 You are a family member of a national from outside of the UK, EEA and Switzerland who is settled in England, Northern Ireland or Wales on the first day of the Seasonal Academic Year of your module and the below apply:

- a) you have been ordinarily resident in the UK, Channel Islands, Isle of Man and specified British Overseas Territories for the three years prior to the first day of Seasonal Academic Year of your module; and
- b) you are ordinarily and lawfully resident in the England, Northern Ireland or Wales on the first day of the Seasonal Academic Year of your module:

Ap1 2.6.6 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.

Ap1 2.6.7 You have been granted limited leave under one of the Ukraine Schemes (Ukraine Family Scheme, Homes for Ukraine Sponsorship Scheme and Ukraine Extension Scheme); and

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

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Ap1 2.6.8 You have been granted Humanitarian Protection, Stateless Person leave, or you have relocated to the UK from Afghanistan and have been granted leave to remain under the Relocation and Assistance scheme; or are the spouse or civil partner or child of a person listed; and

- a) you will be ordinarily and lawfully resident in the UK 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 Humanitarian Protection, Stateless Person leave or leave to remain under the Relocation and Assistance scheme, you must have been their spouse or civil partner at the time of their Home Office application being made.

Ap1 2.6.9 You are resident in England and Wales and have been granted indefinite leave to enter or remain as a bereaved partner or as a victim of domestic abuse, or are a 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.

Ap1 2.6.10 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.

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Ap1 2.6.11 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, the Channel Islands and the Isle of Man for at least three years prior to the first day of the Seasonal Academic Year of the module; and 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 2.6.12 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 2.6.13 You are resident in Scotland, and have been granted leave to enter or remain; or are a spouse, civil partner, or child of a person listed above; and

- a) you will be ordinarily and lawfully resident in Scotland on the first day of the Seasonal Academic Year of your module; and
- b) you have been ordinarily and lawfully resident in the UK, the Channel Islands and Isle of Man for at least three years prior to the first day of the Seasonal Academic Year of the module; and
- c) if you are the spouse or civil partner of a person listed above you must have been their spouse or civil partner as of the first day of the Seasonal Academic Year of the module.

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Ap1 2.6.14 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 2.6.15 If you are not sure if you are eligible to pay UK fees, contact our [Student Support Team](#) for advice.

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.

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Ap1 4. Changes to your UK residency status after you have started studying a qualification with us

- Ap1 4.1 If there is a change to your UK residency status you must notify us as soon as possible and provide evidence of this change.
- Ap1 4.2 If you have been paying a non-UK fee from the start of your qualification, depending on what your residency status has changed to, you may become eligible to pay the UK fee for any remaining study needed to complete it.

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

Table 6: 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 to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland;	Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

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	<p>or any other statutory duty or obligation, have not enabled you to study effectively;</p> <p>or</p> <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>	Corroborative evidence from Open University records, e.g., tutor or Student Support Team.
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	Hard copy or email notification followed by documentary evidence, e.g., certificate, letter or medical statement from GP or consultant confirming the situation.

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	greater than might reasonably have been anticipated.	
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 during 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

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		helper or a support person or organisation confirming the situation.
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Appendix 3 – Postgraduate Loans in England and Wales

Ap3 1. Course Eligibility Criteria

- Ap3 1.1. You must be studying towards a full Master's qualification in any subject. Master's qualifications for which the postgraduate loan will be available are those at FHEQ Level 7, typically comprising 180 credits and culminating in a postgraduate Master's qualification, for example MA, MSc, MRes, MBA, MEd and LLM.
- Ap3 1.2. Master's qualifications that start after 1 August 2016 in England or 1 August 2017 in Wales are eligible for the postgraduate loan. Previous Open University credit or credit transfer cannot be included as part of a loan eligible Master's qualification, unless you have transferred from one eligible qualification to another and have also successfully transferred your postgraduate loan from your previous qualification to your new qualification.
- Ap3 1.3. Master's qualifications that start after 1 August 2019 in Wales are eligible for a combination of postgraduate loan and grant funding. The amount of grant you are entitled to will be dependent on your personal circumstances. Previous Open University credit or credit transfer cannot be included as part of a loan eligible Master's qualification, unless you have transferred from one eligible qualification to another, and have also successfully transferred your loan from your previous qualification to your new qualification.
- Ap3 1.4. Open University Master's qualifications that can be completed within 3 years are loan eligible.

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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 for the loan. You will be required to submit three years' address history to confirm your place of ordinary residence.
- Ap3 2.3. If you are an EU national and have settled or pre-settled status under the EU Settlement Scheme, you will be eligible for the loan, subject to confirmation that you have been resident in the UK, Gibraltar, the EEA and Switzerland 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 Master's 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.

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- 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 calendar days after the start of terms 2 and 3.
- Ap3 3.6. You will not be entitled to receive loan instalments if you are not making progress on your qualification. Non-progression of your qualification includes repeating a period of study, as follows:
- undertaking a re-sit or resubmission,
 - undertaking a postponement,
 - repeating a module,
 - repeating a period of the qualification equivalent to the period already completed (e.g., where you have studied and failed a module but are either repeating it or starting a different one in place of it).
- Ap3 3.7. If you are undertaking a repeat period of study, The Open University is required to inform the Student Loans Company by suspending your loan as of the start date of your new module. Your loan instalments will not resume until you begin studying additional new credits towards your qualification, and where the total period of suspension (non-progression) of your qualification is less than 2 years.
- Ap3 3.8. The Open University is also required to inform the Student Loans Company if you are no longer participating in your studies, or if you change qualification.
- Ap3 3.9. Approved study breaks may be permitted but your loan payments would be suspended until you return to study.
- Ap3 3.10. 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.

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Appendix 4 – Postgraduate Loans in Northern Ireland

Ap4 1. Course Eligibility Criteria

- Ap4 1.1. You must be ordinarily resident in Northern Ireland to be eligible for a Postgraduate Tuition Fee Loan. Postgraduate Tuition Fee Loans are available for Postgraduate Certificates, Postgraduate Diplomas, taught Master's, Research Master's and Master's that are a mixture of taught and research. Integrated Master's, PGCEs and Research Degrees (e.g., PhDs) are not eligible.
- Ap4 1.2. Eligible qualifications may have a maximum duration of 3 years. Qualifications of less than one academic year's duration are not eligible for a postgraduate tuition fee loan but are eligible for postgraduate tuition 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. 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 Tuition Fee loan. You will be required to submit three years' address history to confirm your place of ordinary residence.
- Ap4 2.2. If you are an EU national and have settled or pre-settled status under the EU Settlement Scheme you will be eligible for a Postgraduate Tuition Fee loan, subject to confirmation that you have been resident in the EEA and Switzerland 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 2.3. If you already hold a postgraduate qualification, an equivalent level qualification or a higher-level qualification, you will be eligible for the Postgraduate Tuition Fee loan, subject to meeting the other standard eligibility criteria.

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Ap4 3. Administration of the loan

- Ap4 3.1. You will be entitled to either the maximum amount of £6,500 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 £6,500.
- 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 £3,250 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 £2,166 a year (year three is £2,168).
- 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 Tuition Fee loan will remain capped at £6,500.
- Ap4 3.7. If you receive a Postgraduate Tuition Fee 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 £6,500.
- 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 total.
- Ap4 3.9. You will be liable for the Postgraduate Tuition Fee loan and will be expected to make repayments if you withdraw from or do not complete your course, in accordance with The Education (Student Loan) (Repayment) (Amendment) Regulations (Northern Ireland 2017) and SLC requirements.

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Appendix 5 – Postgraduate Discount – Continuing students on specific courses

Ap5 1. Eligibility Criteria

Ap5 1.1. The way in which some Postgraduate courses were priced changed for the 2023/24 academic year. As a result, continuing students on specified qualifications (see Tables 7, 8 and 9) will receive a retrospective discount on their fees, with this discount applied after the registration process has been completed.

Ap5 1.2. You will be eligible for this discount if:

- you registered to study one of the Postgraduate qualifications listed in Tables 7, 8 or 9 prior to the 2023/24 academic year, and
- you are recognised as a Continuing student by the fact that in the 2021/22 and 2022/23 academic years, you have studied at least one module linked to your qualification (listed in Tables 7, 8 or 9).

Ap5 1.3. All Postgraduate students who are eligible to receive a discount will be notified of their discount amount in writing by The Open University no later than three months after their first eligible module has started.

Ap5 1.4. The discount will be applied to your next eligible module registration commencing in the 2024/25 academic year, if you haven't already received it in 2023/24. No extensions will be permitted, and no cash alternatives will be made available.

Ap5 1.5. If you are registered on one of the qualifications in Tables 7, 8 and 9 and believe you are eligible to receive a discount on your fees (in line with clause Ap5 1.2) but have not been contacted by The Open University by the end of three months after your next module start, please contact your [Student Support Team](#).

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Effective from: 1 August 2024	Date for review: March 2025

Table 7: Master’s Qualifications eligible for Postgraduate Discount – Continuing Students

Code	Qualification Name
F85	MSc in Advanced Clinical Practice
F70	Master’s Degree in Education
F65	MSc in Environmental Management
F67	MSc in Finance
F04	MSc in Mathematics
F78	MSc in Mental Health Science
F74	MSc in Psychology
F92	MSc in Psychology (Conversion)
F79	MA in Translation

Table 8: Postgraduate Diplomas eligible for Postgraduate Discount – Continuing Students

Code	Qualification Name
E88	Postgraduate Diploma in Professional Studies in Education
E79	Postgraduate Diploma in Environmental Management
E83	Postgraduate Diploma in Finance
E23	Postgraduate Diploma in Mathematics
E91	Postgraduate Diploma in Mental Health Science
E92	Postgraduate Diploma in Translation

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

Table 9: Postgraduate Certificates eligible for Postgraduate Discount – Continuing Students

Code	Qualification Name
K27	Postgraduate Certificate in Professional Studies in Education
K19	Postgraduate Certificate in Environmental Management
K24	Postgraduate Certificate in Finance
C90	Postgraduate Certificate in Mathematics
K30	Postgraduate Certificate in Translation

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025