

Fee Rules (Transitional Arrangements) 2016/17

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Introduction

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

A. Who these Fee Rules apply to

2. Students who have registered for or declared an undergraduate qualification
 - a) These 2016/17 Fee Rules will apply to all matters concerning fees for studies undertaken as part of an undergraduate qualification or an integrated master's degree for which study commenced before August 2012 and for which Transitional Arrangements still apply.
 - b) You will have been identified as being eligible for Transitional Arrangements if you are a student in England or outside the UK, you have been studying since before August 2012, you have declared a transitional qualification and you have met other specified eligibility requirements detailed in [Section II](#).
 - c) If you complete, change or cease to declare that qualification intention these 2016/17 Fee Rules will continue to apply for the duration of any module study commenced as part of that qualification. If you register for a taught course or standalone module in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study, unless paragraph (d) applies.
 - d) Under Section B of the [Academic Regulations \(Taught Courses\) 2016](#) the University may in certain circumstances make changes to qualifications or withdraw qualifications. Where such changes are made to your registered or declared qualification you will be given notice of the change or withdrawal. If notice of a change or withdrawal is given after 1st August 2016 and you are unable to complete your qualification within the notice period, these 2016/17 Fee Rules will apply to any further study required to complete an equivalent level qualification to which you are counting any credit that was being counted for the previous qualification and which will be completed within the same period as the original qualification may have been completed.
 - e) If you are studying an undergraduate module as a standalone course or undergraduate qualification which commenced after 1 August 2012 please see the [Fee Rules \(Undergraduate Study\) 2016/17](#) for the rules that apply to you.
 - f) If you are studying a postgraduate module as a standalone course or as part of a declared postgraduate qualification please see the [Fee Rules \(Postgraduate Study\) 2016/17](#) for the rules that apply to you.

B. Setting and changing fees

3. Fees are set by the Council of the Open University and are published in the course information in the online prospectus.
4. The Open University may charge different fees for students in different countries, for different levels of study, for different modules and for students who start or change their studies at different times. This is because the way in which higher education is funded

may be different; the costs of providing educational services may be different; or because we provide a different range of services.

5. The Open University provides its students with the flexibility to study towards qualifications over an extended period of time and it may therefore be necessary to make changes in fees and charges and the rules relating to liability, payment, refunds and credits during that time. The University may amend fees and these 2016/17 Fee Rules or the way in which it applies them from time to time in order to:
 - Pass on efficiency gains and cost savings to students;
 - Increase fees to cover increased costs to the University. Any such increase will be limited to the maximum inflationary increase set for continuing students by the Office for Fair Access;
 - Ensure that, in the case of option modules only, where there has been an unforeseen increase in costs and/or a significant reduction in student enrolments, the University is able to offer a module or a wider choice of modules which it would not otherwise be economic to provide without an increase in fees in excess of the limit referred to above;
 - Ensure the efficient, economic and equitable use of University resources;
 - Comply with changes in legal or regulatory requirements;
 - Meet additional costs of providing educational services arising from the requirements of a professional body for the recognition or accreditation of a module or qualification;
 - Take into account changes in the public funding of higher education or the University;
 - Support or enhance students' ability to secure financial support for their studies;
 - Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study;
 - Correct errors or improve clarity and accessibility of the Fee Rules;
 - Take advantage of new technologies, methods, ideas and opportunities.
6. Where such changes are to be made the University will follow its rules for governance approval of those changes including, where appropriate, consultation with and informing students or their representative bodies.
7. The University will give reasonable notice of changes to fees and Fee Rules, and the date they take effect.

Section I Your fee liability

A. Fees for students registering directly with The Open University

1. The [Conditions of Registration](#), which you agree to when you register to study with The Open University, set out your obligation to pay fees. Those Conditions also contain the rules on what may happen if those fees are not paid.
2. You have the right to withdraw from study with no fee liability provided you do this within 14 days of the confirmation of your registration or enrolment or at any time prior to your study commencing. Details of how you can do this are set out in the [Cancellation Procedure](#).
3. When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY). The Seasonal Academic Year that you fall into is determined by the start date of the first module you study with us towards your chosen qualification. Your SAY may change if you take a break in your studies or if you change your qualification intention. The SAYs are defined in Table 1.

Table 1. Seasonal academic years

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

4. The fee amount for the modules you are registered to study, based on these rules, and the approved payment method you are using to pay those fees, are set out in your Registration Agreement. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the Registration Agreement.
5. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional international examination fee for any module that has an examination as the examinable component. This includes all resit and retake presentations.
6. Our acceptance of any form of third party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. We

will normally require confirmation of your eligibility before we agree to your registration. If you are permitted to register under the [Conditions of Registration](#) before the confirmation is received we may cancel your registration under those Conditions if you do not obtain that confirmation within a reasonable time.

7. If we have accepted payment from you or an agreed payment method which has been confirmed and, subsequently that payment or confirmation is withdrawn as set out in the [Conditions of Registration](#) we may cancel your registration and recover any fees which are due from you, as set out in those Conditions.
8. If you are in debt to the University you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.
9. Please refer to the [Conditions of Registration](#) for further details about what the University may do if you fail to pay your fees.

B. Fees for students studying under a partnership agreement

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

Section II Eligibility for Transitional Fee Arrangements

A. General

1. Transitional fee arrangements are relevant only to undergraduate students whose home address is in England, the Republic of Ireland or other non-UK territories.
2. Any decision made in respect of eligibility for transitional fee arrangements may be appealed in accordance with the University's [Student Complaints and Appeals Procedure](#).
3. You will have been identified as eligible for transitional fee arrangements if you have declared a qualification (your transitional qualification) and studied a module, starting on or after 1 September 2012 and before 31 August 2013, that is linked to that qualification; and at least one of the following applied to you:

- a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2010 and before 31 August 2011.
 - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2011 and before 31 August 2012 and you remained registered on the first day of the module.
 - c) You were given exceptional eligibility under [Section II C](#) below.
4. You will remain eligible for transitional fee arrangements if you continue to study towards your declared transitional qualification(s). This means you must register for and start a module(s) that is linked to your transitional qualification(s) during each academic year until 31 August 2017 (each academic year runs from 1 September – 31 August), or if you are given exceptional eligibility under [Section II C](#) below.
 5. If you do not meet the eligibility requirements set out in paragraph 4 you will no longer be eligible for transitional fee arrangements. You will normally be able to continue to study towards your transitional qualification for as long as it remains available, but the Standard Fee will be payable.
 6. Transitional fee arrangements will apply only to module(s) that can count towards your transitional qualification(s). If you wish to register for an additional module, whether as a standalone module or to count towards a declared qualification that is not eligible for transitional arrangements, the Standard Fee in place at the time you register will apply.
 7. You may change your transitional qualification(s) before 31 August 2017, subject to the criteria defined in the Open University's [Academic Regulations \(Taught Courses\) 2016](#), if you receive academic authority from the University to do so.
 8. If you first registered with The Open University for a qualification beginning on or after 1 September 2012 and you are topping up an existing undergraduate qualification, you will be eligible for transitional arrangements providing that you are studying towards a first degree with honours taken (disregarding any normal intervening vacation) immediately after successful completion of one of the following part-time qualifications:
 - Higher National Certificate (HNC)
 - Certificate of Higher Education (CertHE)
 - Higher National Diploma (HND)
 - Diploma of Higher Education (DipHE)
 - Foundation Degree
 - First Degree without Honours.

B. Duration of transitional fee arrangements

9. Completion of declared qualification

If you have gained sufficient credit that is linked to your transitional qualification(s) to be awarded that qualification before 31 July 2017, your eligibility for transitional arrangements will end on the date that you become eligible to be awarded that qualification, whether or not you accept the award of that qualification. If, on or after that date, you are registered for further study that has not yet started you may be required to pay an additional fee of the difference between the fee you have paid or are liable to pay

and the standard fee and may be liable for additional residential school costs for meals and accommodation.

10. Withdrawal of declared qualification

If you have not completed your transitional qualification by 31 July 2017 your eligibility for transitional arrangements will end on that date. Unless you are eligible to apply for an additional year of discounted fees, standard fees will be payable for further study starting after that date. You will normally be able to count credit to your transitional qualification until 31 December 2017, or in the case of the Open Degree, Diploma of Higher Education Open and Certificate of Higher Education Open, 31 December 2019 or, subject to the relevant Qualification Regulations, transfer your credit to another OU qualification.

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

- a) If you move home during your studies your fee may change. You must notify us within a reasonable time if you change your address, change where you are ordinarily and lawfully resident, or if any of your contact details change.
- b) You may use a delivery address which is different from your home address, but if this is in a different fee area to the fee you were registered with, The Open University will ask for evidence that you are ordinarily and lawfully resident at the home address.
- c) If you are temporarily outside the territory in which you were registered, you may have to provide us with an address in that territory for delivery of your study materials and arrange for them to be forwarded at your own cost.

C. Exceptional eligibility for transitional fee arrangements

12. The Open University recognises that there may be students who experience exceptional circumstances which affect their ability to study with the result that they cannot meet the continued eligibility criteria for transitional arrangements and that this may result in significant disadvantage or unfairness to those students.
13. If you think that this may apply to you, perhaps because you have had to take a study break due to illness, family commitments or your situation at work, you can make an application to be considered for transitional fees on an exceptional basis for modules which start between 1 August 2013 and 31 August 2019. Please note your qualification may be withdrawn before 31 August 2019.
14. Please note that this exceptions policy applies only to transitional fee arrangements in England, and non-UK territories.
15. There is no exceptions policy for transitional financial support arrangements in England. If you are awarded transitional fee status via this exceptions policy you will not be entitled to transitional financial support and will need to make alternative arrangements to pay your module fees.
16. Please note that transitional financial support arrangements are based on the statutory Education (Student Support) Regulations. The Open University is not responsible for these arrangements and there is no right of appeal or exceptions policy.

D. How to apply for transitional fee exceptions

17. Applications must be made in writing and you must meet all of the following criteria.
 - a) You are a student ordinarily and lawfully resident in England, the Republic of Ireland, European Approved Study Areas and other European and World Wide Study Areas.
 - b) You were resident in England, the Republic of Ireland, European Approved Study Areas and other European and World Wide Study Areas and have studied or completed a module that counts towards your declared transitional qualification during one of these academic years: 2008/09, 2009/10, 2010/11 or 2011/12.
 - c) You do not become a lapsed student (someone who does not start a module for a 24-month period) between 1 September 2008 and 31 August 2017. This means that you will not be able to apply if in this period you will have had two or more consecutive years away from study before the start of your next module.
 - d) You have previously been, or are currently, prevented from studying or completing a module during the transitional period, due to one or more of the exception criteria described below.
 - e) You provide evidence to support your claim that the special circumstance prevented you from studying in any one year (for example a medical certificate or letter from your employer).
 - f) You provide a statement of why the special circumstance that applies to you has prevented you from studying.
18. You will receive a response within 20 working days, but a final decision may take longer than this so you should apply as soon as possible and allow for that extra time when you are making your study choices and applying to register.
19. Exception criteria
 - a) Disability
 - b) Gender reassignment
 - c) Pregnancy or maternity
 - d) Caring responsibilities
 - e) The death or serious illness of a close family member, partner or dependant
 - f) An unforeseen prolonged incapacity due to serious illness, accident or medical condition
 - g) An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities. Circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.
 - h) A clear case of significant maladministration by the University, including the provision of incorrect advice.
 - i) Any other exceptional and unforeseen circumstances of a serious nature.

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

Section III Fee refunds and fee credits policy

A. Introduction

1. This policy applies to students who defer or withdraw from any module in the academic year 2016/17. The policy applies to students registered for modules linked to declared qualifications. It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University.
2. You have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason within 14 days of the confirmation of your registration or at any time prior to your study and you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
3. To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).
4. If you are considering deferring your studies, we recommend that you contact us to confirm your entitlement to any fee refund or fee credit towards future study. General principles are set out below. This document needs to be read in conjunction with the [Deferrals and Withdrawals Policy](#) available from the [Essential Documents](#) site.
5. In order to be eligible for any fee refund or fee credit under this policy, you must have followed our [Cancellation Procedure](#) to defer or withdraw from your studies. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a fee refund or fee credit will be determined under the rules set out in that procedure.
6. You agreed to pay your fees when you registered to study. Unless you are entitled to a refund under this policy you must still pay your fees even if you subsequently defer your studies. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) credit agreement you are required to maintain your payments under that agreement even though you may have withdrawn from and/or deferred your study with The Open University. If there is any change to your fee liability or payment schedule

as the result of deferring or withdrawing from your studies OUSBA will contact you directly.

7. If you are in debt to the University for your fees, you cannot use a fee credit to reduce the value of your debt. You will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.
8. If you do not register or enrol for further study within the period of validity of a fee credit, the credit will cease to be available, and the University is not liable to refund any part of the original fees for the module that was deferred.
9. The rates of fee refund and fee credit that may apply and the period of validity of a fee credit are determined as set out below.

B. Fee Refunds

10. If you cancel your registration or enrolment under paragraph 2 of Section A above you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
11. If you defer or withdraw more than 14 days after registering for a qualification or module but before module start, you will be entitled to a full refund of any fees paid for the module. This applies to all methods of payment excluding gift vouchers. Payment made by gift voucher will be transferred to another module.
12. If you have had your fees paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from The Open University, you are not eligible for a refund for the grant element of the fee. You may be eligible for a credit on the fee for a module beginning within the relevant period of validity.
13. If you have paid your own fees or a sponsor has paid your fees (whether in whole or in part) you or your sponsor may be eligible for a refund and/or a credit towards the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to the University or a continuing student.
14. If you have paid your fees using an Open University Student Budget Account (OUSBA) and you wish to defer your studies you may be eligible for a fee refund and/or a fee credit towards the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to the University or a continuing student. In order to be eligible for a fee refund and/or a fee credit you must tell either OUSBA Limited or the Open University (using the [Cancellation Procedure](#)) that you are deferring your studies. You should not simply stop studying and/or stop making payments. If you do not formally notify either OUSBA Limited or the Open University you will remain liable for the full fees and for making any payments due under your credit agreement.

C. Fee Credits

15. A fee credit is valid for a defined period. If a fee credit has not been used within the period of validity, it expires, and no refund is given. The period of validity is 25 months from the start of the deferred module. NOTE: If you are deferring with Assessment Banking you must return to study within 13 months of the start of the deferred module. A fee credit will remain valid after that date, but you will no longer be able to bank your assessment scores.
16. If you defer from a module, unless paragraph 17 applies, you may only apply a credit to a future presentation of the deferred module, this can include a different version of the same module. Where the module is no longer available, the University may designate another module or modules as equivalent for the purpose of applying credits.
17. You may apply a credit to the alternative module if you defer from any subsequent module and either:
 - a) There is evidence that the deferred module was academically unsuitable for you and you have received academic advice from your Student Support Team that an alternative module will benefit completion of your study goal or qualification; or
 - b) There are compelling personal circumstances as a consequence of which you are unable to complete the deferred module and you have received academic advice from your Student Support Team that an alternative module is more appropriate; or
 - c) There is evidence that you were misadvised to study the deferred module and have received academic advice from your Student Support Team that an alternative module is more appropriate;
18. Fee credits are calculated from the fee paid for the module you have deferred from. When you return to study you will be liable to pay any difference in the fee.
19. If you have paid your fees using a combination of payment methods, you will have credits and refunds applied in proportion to the sums covered by the different payment methods. This includes if your fee was paid by a third party. Refunds on a third party payment result in a refund to the third party. Credits on a third party payment are credited to the student.
20. A fee credit can only be applied to a module once after the relevant liability period commences. If you use a fee credit together with another payment option for a module and you withdraw from that module you will not be eligible for a further fee credit for that module in respect of either the proportion paid using the fee credit or any additional fee paid unless the conditions in paragraph 21 below apply.
21. You may apply for consideration of a discretionary fee credit or refund if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by the University. The Discretionary Fee Credit and Refund Policy is set out in Section III Part D of this document.
22. If you defer on or after your module start date, you will be eligible for a fee credit towards the fee for a future module beginning within 25 months.

23. The amount of fee credit applied is described in Tables 2-5.

- [Table 2](#) (modules starting from September-December)
- [Table 3](#) (modules starting from January- March)
- [Table 4](#) (modules starting from April-June)
- [Table 5](#) (modules starting from July-August)

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

NB: After module start a fee credit is only awarded on the deferral of modules of 30 credits or more. Fee refunds are not available after module start unless part D (Discretionary Fee Refunds) applies.

Table 2. Modules beginning September-December 2016

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

***or until final deferral date, whichever is earlier**

Table 3. Modules beginning January – March 2017

| Date of deferral | Refund | Credit on future module enrolment |
|--------------------------------------|---------------|--|
| Before module start | 100% | 0% |
| Module start to 31 July 2017* | 0% | 100% |
| 1 August 2017 to final deferral date | 0% | 70% |
| After final deferral date | 0% | 0% |

***or until final deferral date, whichever is earlier**

Table 4. Modules beginning April – June 2017

| Date of deferral | Refund | Credit on future module enrolment |
|---------------------------------------|---------------|--|
| Before module start | 100% | 0% |
| Module start to 31 December 2017* | 0% | 100% |
| 1 January 2018 to final deferral date | 0% | 70% |
| After final deferral date | 0% | 0% |

***or until final deferral date, whichever is earlier**

Table 5. Modules beginning July – August 2017

| Date of deferral | Refund | Credit on future module enrolment |
|-------------------------------------|---------------|--|
| Before module start | 100% | 0% |
| Module start to 31 March 2018* | 0% | 100% |
| 1 April 2018 to final deferral date | 0% | 70% |
| After final deferral date | 0% | 0% |

***or until final deferral date, whichever is earlier**

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

24. You may apply for consideration for a discretionary fee credit if you have had to defer a module due to difficult personal circumstances and can provide evidence of meeting the conditions specified by Senate in Table 6. An application for a discretionary fee credit or refund must be submitted within 13 months of the start date of the module you have deferred from.

Table 6. Conditions specified by Senate

| Criterion | Conditions and notes | Supporting evidence required |
|--|--|--|
| 1. Death of a close family member, partner or dependant. | A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you. | Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application). |
| 2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition | If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study. | Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal). |
| 3. Disability | The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date. | Corroborative evidence from University records e.g. tutor or SST Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation. |
| 4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity | If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity must be greater than might reasonably have been anticipated. | Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. |

| Criterion | Conditions and notes | Supporting evidence required |
|--|--|---|
| 5. An unforeseen prolonged incapacity of yourself due to gender reassignment | If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated. | Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. |
| 6. An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities. | Other than in the case of a posting of a member of the British armed forces, circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered. | Hard copy or email notification followed by documentary evidence. e.g. letter or email from your employer or commanding officer. |
| 7. Maladministration on the part of the University. | Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University. | Any relevant evidence to support your application e.g. record of student contact. |
| 8. Other exceptional circumstances of a serious nature beyond your control. | Circumstances beyond your control that significantly reduced the time available for study over a sustained period. | Supporting evidence e.g. report from emergency services, social services, police or counsellor. |

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

Section IV Fees for repeating modules

A. Introduction

1. You may repeat study of any Open University module that you have not been awarded credit for unless under the [Academic Regulations \(Taught Courses\) 2016](#) you are not eligible to register or enrol for another module because you have not made sufficient academic progress in your previous studies.
2. If study of a module is repeated you will be required to register or enrol for that module and the full fee for that module will apply unless you are eligible for a reduced module fee under part B below. The fee you pay is the relevant fee in place at the time when you repeat the module.

B. Reduced fees for repeating modules

3. A reduced module fee is available if you meet all the criteria in either paragraph 4 or 5 below. The reduced module fee is 10% of the standard fee in force at the time you register to repeat the module. For modules being repeated in 2016/17 the reduced module fee will be £278.60 for a 60 credit module or £139.30 for a 30 credit module.
4. Failure of a module

If you are an undergraduate student and you have failed a module (as defined in the [Academic Regulations \(Taught Courses\) 2016](#)) a reduced module fee will be payable in place of the full module fee if all of the following circumstances apply to you.

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

5. Failure to achieve a specified performance threshold

If you are an undergraduate student and you have been awarded credit for a module but have failed to reach a performance threshold specified as an additional progression rule under your specific qualification regulations, a reduced module fee will be payable in place of the full module fee if all of the following circumstances are achieved.

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

Appendix Fee Areas

A. Introduction

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

B. Eligibility for UK fees

(a) UK nationals

5. You are eligible to pay a UK fee if you are 'settled'¹ in the UK (excluding the Channel Islands and Isle of Man) on the first day of the academic year of your module, and you have been ordinarily and lawfully resident in the UK and Islands for the three years prior to the first day of the academic year of your module.
6. If you are resident outside the UK and either you or a relevant family member are temporarily working outside the UK, you will be classified as ordinarily and lawfully resident in the UK and therefore eligible to pay a UK fee, provided you were normally, lawfully and habitually resident within the UK (excluding Channel Islands and Isle of Man) prior to being outside the UK.
7. If you are ordinarily and lawfully resident in the Channel Islands or the Isle of Man, you are not eligible to pay a UK fee.

(b) Members of the British Armed Forces and UK Government employees working overseas

8. If you are currently resident outside the UK and you are a UK national who is a serving member of the British Armed Forces entitled to use a BFPO address, you are liable for the relevant UK England fee for any modules you register or enrol for while you are outside the UK. If you are normally resident in one of the devolved UK

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

nations you will need to provide the University with evidence in support of your application for a devolved UK nation fee. Evidence can be in the form of a Council Tax bill, passport or driving licence.

9. Anyone who is a family member of someone currently serving in the British Armed Forces who is entitled to use a BFPO address or a non-UK national currently serving in the British Armed Forces or someone working for another British Government Organisation, such as the Foreign & Commonwealth Office, or a family member of such a person, will need to provide the University with details of their family relationship where relevant, their nationality, country of permanent residence, when they were last in the UK and reasons for absence from the UK.

(c) European Economic Area (EEA), Agreed Overseas Territory or Swiss nationals

10. You are eligible to pay a UK fee if you are ordinarily and lawfully resident in the UK and will be resident in the UK on the first day of the academic year of your module, and have been ordinarily and lawfully resident in the European Economic Area (EEA)², Switzerland or an Agreed Overseas Territory³ for at least the three years prior to the first day of the academic year of your module, and you are an EU national. If you are a Swiss/non-EU EEA national, you also need to be a worker/migrant worker.

(d) Relevant family members of EU/EEA/Swiss nationals

11. You are a relevant family member of an EU/EEA national if you are one of the following:
 - Spouse or civil partner
 - Direct descendant who is under 21 years, of an EU/EEA national or national's spouse/civil partner e.g. child/grandchild. Those who are 21 years or over will need to provide evidence of dependency
 - Dependent direct ascendant of a non-UK national who is a self-sufficient person in the UK e.g. parent/grandparent

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

- Spouse or civil partner
- Child

If you are ordinarily and lawfully resident in the UK, will be resident in the UK on the first day of the academic year of your module, have been resident in the European Economic

² EEA countries:

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

³ Agreed Overseas Territories:

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

Area (EEA)², Switzerland or an Agreed Overseas Territory³ for the three years prior to the first day of the academic year of your module, and are a relevant family member of an EU/EEA/Swiss national, you will be eligible to pay a UK fee as long as the person on whom you are claiming dependency is ordinarily and lawfully resident in the UK and is resident in the UK on the first day of the academic year of the module. Please note that in some instances your family member does not need to be resident in the UK e.g. child of an EEA migrant worker.

12. *For students resident in England and Northern Ireland only* - If you are studying in the UK, you do not need to have been resident in the European Economic Area (EEA)², Switzerland or an Agreed Overseas Territory³ for the last three years, providing your “relevant family member” is **either** a non-UK EU national who is resident in the UK as a self-sufficient person or a student, **or in England only** is a UK national who has exercised a right of residence in another EU country, for more than three months, as a self-sufficient person, a student or a worker **and** for both England and Northern Ireland has been ordinarily and lawfully resident in the EEA², Switzerland or an Agreed Overseas Territory³ for the three years prior to the first day of the academic year of your module.

(e) Nationals of areas not mentioned above

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

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

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

C. If you are not eligible for UK fees

15. Your fee eligibility will be determined by where you are resident on the first day of the relevant academic year of your module.
 - a) If you are resident in the UK but you are not eligible for a UK nation fee you will be liable for the worldwide fee.
 - b) If you are resident in the Republic of Ireland you will be liable for the Republic of Ireland fee.

- c) If you are resident in the European Approved Study Area you will be liable for the worldwide fee.
- d) If you are resident in any other area in which you are permitted to register to study with The Open University, you will be liable for the worldwide fee.

If you are a 'locally engaged' member of staff, of any nationality, working at a UK Armed Forces base, British Embassy or Consulate in a non-UK territory you are liable to pay the relevant fee for that territory. To ensure that the University can provide you with sufficient support etc. to enable successful completion of your studies, you should use a non-BFPO address as your 'home address' and study modules that are available within your country of residence.

Fee Rules (Transitional Arrangements) 2016/17

Summary of changes

2015/16 Fee Rules split into three separate documents for clarity and relevance to each specific group of students:

1. Fee Rules (Transitional arrangements) 2016/17
2. Fee Rules (Undergraduate study) 2016/17
3. Fee Rules (Postgraduate study) 2016/17

Introduction

- Section added to clarify who these Fee Rules apply to and clarify policy on the setting and changing of fees.

Section II Eligibility for Transitional Fee Arrangements

- Reference to financial support availability and eligibility removed for greater clarity regarding the fees which apply.
- Information added to clarify end of transitional arrangements.

Section III Fee refunds and fee credits policy

- An application deadline for discretionary fee credit or refunds clarified.
- Amendments to conditions specified by Senate, required to be met for consideration for a discretionary fee credit, to better apply provisions of the Equality Act.

Section IV Fees for repeating modules

- References to Module Regulations amended to Academic Regulations (Taught Courses) 2016.