

## Fee Rules (Postgraduate Study) 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 are registered for a postgraduate module as a standalone course
  - a) These 2016/17 Fee Rules apply to all matters concerning fees for a postgraduate module for which you registered in the academic year 2016/17. If you register for a taught course in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study.
  - b) If, having studied a module as a standalone course, you subsequently register for or declare a postgraduate qualification and wish to count credit awarded for that module towards that qualification, the Fee Rules that will apply to your qualification will be those in force at the date you register for or declare that qualification, not those in force at the time you studied the module (if different).
  - c) If you are studying an undergraduate module as a standalone course, please see the [Fee Rules \(Undergraduate Study\) 2016/17](#) for the rules that apply to you.
3. Students who have registered for or have declared a postgraduate qualification
  - a) These 2016/17 Fee Rules will apply to all matters concerning fees for studies undertaken as part of a postgraduate qualification for which study commenced before or during the academic year 2016/17 and will continue to apply for so long as you remain registered for that qualification or declare that qualification intention and remain a student of the University, whichever is applicable.
  - b) If you cease to be registered for that qualification 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 in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study, unless paragraph (c) applies.
  - c) 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 1<sup>st</sup> 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.
  - d) If you are studying towards an undergraduate qualification or an integrated master's degree please see the [Fee Rules \(Undergraduate Study\) 2016/17](#) for the rules that apply to you.

## **B. Setting and changing fees**

4. Fees are set by the Council of the Open University and are published in the course information in the online prospectus.
5. The Open University may charge different fees for students in different countries, for different levels of study, for different modules and for students who start or change their studies at different times. This is because the way in which higher education is funded may be different; the costs of providing educational services may be different; or because we provide a different range of services.
6. The Open University provides its students with the flexibility to study towards qualifications over an extended period of time and it may therefore be necessary to make changes in fees and charges and the rules relating to liability, payment, refunds and credits during that time. The 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 to 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.
7. Where such changes are to be made the University will follow its rules for governance approval of those changes including, where appropriate, consultation with and informing students or their representative bodies.
8. The University will give reasonable notice of changes to fees and Fee Rules, and the date they take effect.

## Section I Your fee liability

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

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

**Table 1. Seasonal academic years**

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

4. The amount of the fee for the modules you are registered or enrolled to study, based on these rules will be confirmed during the registration process. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the Registration Agreement.
5. If you have registered on a residential school module or a module which includes an embedded residential school you are liable for meeting any additional expenses that you may incur in connection with your attendance at residential school. Any such expenses will not be reimbursed by the Open University.
6. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional international examination fee for any module that has an examination as the examinable component. This includes all resit and retake presentations.

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

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

11. If you are registering for a module or qualification which is offered under a partnership agreement between The Open University and another educational institution (your Local Education Centre) the following rules will apply to you.
  - a) The obligation to pay fees is set out in the [Conditions of Registration](#), which also contain the rules on what may happen if those fees are not paid.
  - b) Your Local Education Centre will tell you how much you have to pay and how you should pay it.
  - c) You must pay all fees and other charges when asked to do so by your Local Education Centre or by The Open University.
  - d) 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 Working out your fee liability

### A. General

1. The fee scheme which applies to you is based on your 'home address' (i.e. where you are ordinarily and lawfully resident) and not a temporary or work address. The OU reserves the right to request evidence from you to confirm your home address. The rules set out in the [Appendix](#) are used to work out which of the fee areas applies to you.

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

2. If you move home during your studies your fee may change. You must notify us within a reasonable time if you change your address, change where you are ordinarily and lawfully resident, or if any of your contact details change.

## Section III Fee refunds and fee credits policy

### A. Introduction

1. This section applies to students registered for Postgraduate qualifications, or registered for modules linked to Postgraduate qualifications and standalone Postgraduate modules. It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University.
2. You have a right to cancel your registration or enrolment to study a module and/or qualification, without giving any reason within 14 days of the confirmation of your registration or at any time prior to your 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](#). To be eligible for any fee refund or fee credit under this policy, you must follow these procedures. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a fee refund or fee credit will be determined under the rules set out in that procedure.
4. If you are considering deferring your studies, 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. You agreed to pay your fees when you registered to study. Unless you are entitled to a refund under this policy you must still pay your fees even if you subsequently defer your studies. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) credit agreement you are required to maintain your payments under that agreement even though you may have withdrawn from and/or deferred your study with The Open University. If there is any change to your fee liability or payment schedule as the result of deferring or withdrawing from your studies OUSBA will contact you directly.
6. If you are in debt to the University for your fees, you cannot use a fee credit to reduce the value of your debt. You will only be permitted to undertake further study for which any

further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.

7. If you do not register or enrol for further study within the period of validity of a fee credit, the credit will cease to be available, and the University is not liable to refund any part of the original fees for the module that was deferred.

## **B. Fee refunds**

8. If you cancel your registration or enrolment under paragraph 2 of Section III A above you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
9. If you defer or withdraw more than 14 days after registering for a qualification or module but before module start, you will be entitled to a full refund of any fees paid for the qualification or module. This applies to all methods of payment excluding gift vouchers. Payment made by gift voucher may be transferred to another module but cannot be refunded.
10. If you are registered for a resit or resubmission, you will be entitled to a full refund of your resit or resubmission fee if you withdraw from that resit or resubmission on or before the date given in column 3 of Table 2 for the presentation on which you are registered. You are not entitled to any fee refund or fee credit if you withdraw after that date.

**Table 2. Refund cut off dates for withdrawals from resits and resubmissions**

<b>Presentation code</b>	<b>Resit exam date or EMA resubmission date</b>	<b>100% refund cut-off date</b>
2016M	01 September 2016 to 31 October 2016	31 July 2016
2017P	01 December 2016 to 31 January 2017	30 November 2016
2017L	01 February 2017 to 30 April 2017	28 February 2017
2017R	01 May 2017 to 15 June 2017	20 April 2017
2017N	16 June 2017 to 31 July 2017	31 May 2017

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

11. If you withdraw from any other module after the module start date, you will not be entitled to any refund of your module fee.
12. You can change your module to another at any time before the start date of your original module, as long as there are enough places on your new choice of module. Any refund of fees due to you will be transferred to your new module. You must pay any difference between the original fee and the fee for your new module before we can register the change. If the fee for your new module is lower than the original fee, you will receive a full refund of the difference.

## C. Fee credits

13. If you defer or withdraw after your module has started but, subject to paragraph 16 below, before the final deferral date you will be entitled to a fee credit of 25% of the module fee towards a future module (starting within 13 months of your original module start date).
14. If you defer from your first Open University module, your fee credit may be applied to any alternative module which starts within 13 months of your original module's start date.
15. If you defer from a subsequent module, unless paragraph (16) 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.
16. You may apply a credit to the alternative module if:
  - i) There is evidence that the deferred module was academically unsuitable for you and you have received academic advice from your Student Support Team that an alternative module will benefit completion of your study goal or qualification; or
  - ii) There are compelling personal circumstances as a consequence of which you are unable to complete the deferred module and you have received academic advice from your Student Support Team that an alternative module is more appropriate; or
  - iii) There is evidence that you were misadvised to study the deferred module and have received academic advice from your Student Support Team that an alternative module is more appropriate.
17. A student who transfers from BXFT716 to B716 is eligible for a 100% fee credit if within 28 days of the BXFT716 module start date they transfer to the next presentation of B716 (which normally starts one month after BXFT716). In all other circumstances the fee credit rules above will apply.
18. Fee credits are calculated from the fee paid for the module you have deferred. When you return to study you will be liable to pay any difference in the fee. You must pay any difference in the fee before we can register the change.
19. If you defer with assessment banking you will be awarded the standard fee credit at the point of deferral. A further discount will be applied at the point you formally return to the module. The additional discount will be calculated to ensure that your total fee liability for the two modules is equivalent to a single module fee plus any inflationary increases applicable to the later module fee.
20. You will not be entitled to a fee credit if the date of your withdrawal is on or after the first day of any residential school or Alternative Learning Experience that you are required to attend or participate in.
21. If you have paid your fees using a combination of payment methods, you will have credits and refunds applied across all deferred modules in proportion to the sums covered by the different payment methods.
22. You can only use your fee credit once. If you decide not to study a module for which you have paid fees using a fee credit, and you withdraw before the start date of that module we will refund any extra fees that you paid at the time registration, and the fee credit will remain available for the remainder of the eligibility period. If you withdraw from that



module after the module start date you will not be eligible for a further fee credit in respect of either the proportion paid using the fee credit or any additional fee paid unless the conditions in section D below apply.

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

23. 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 3. 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.
24. Note that it is not enough that you meet one of the conditions. The key point is that something has changed and that has prevented you from studying. For example, telling us that you had back surgery would not be enough. You would need to provide a clear statement of why this prevented you from studying and completing your module successfully and evidence to support what you have told us about your circumstances.
25. A discretionary fee credit may be awarded for up to 100% of the fee paid for the module that you have deferred and/or to extend the period for which a fee credit will remain available to a maximum period of 25 months after the start date of the module that you deferred. These maximum limits are likely to apply only in exceptional circumstances.

**Table 3: Conditions specified by Senate**

<b>Criterion</b>	<b>Conditions and notes</b>	<b>Supporting evidence required</b>
1. Death of a close family member, partner or dependant.	A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.	Hard copy or email notification followed by documentary evidence.  Certified copy of death certificate (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.

<b>Criterion</b>	<b>Conditions and notes</b>	<b>Supporting evidence required</b>
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.

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

## Appendix I Fee Areas

### A. Introduction

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

### B. Eligibility for UK fees

#### (a) UK nationals

4. You are eligible to pay a UK fee if you are 'settled'<sup>1</sup> in the UK (excluding the Channel Islands and Isle of Man) on the first day of the academic year of your module, and you have been ordinarily and lawfully resident in the UK and Islands for the three years prior to the first day of the academic year of your module.
5. 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.
6. If you are ordinarily and lawfully resident in the Channel Islands or the Isle of Man, you are not eligible to pay a UK fee.

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

7. If you are currently resident outside the UK and you are a UK national who is a serving member of the British Armed Forces entitled to use a BFPO address, you are liable for the relevant UK England fee for any modules you register or enrol for while you are outside the UK. If you are normally resident in one of the devolved UK nations you will need to provide the University with evidence in support of your application for a devolved UK nation fee. Evidence can be in the form of a Council Tax bill, passport or driving licence

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

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

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

9. You are eligible to pay a UK fee if you are ordinarily and lawfully resident in the UK and will be resident in the UK on the first day of the academic year of your module, and have been ordinarily and lawfully resident in the European Economic Area (EEA)<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for at least the three years prior to the first day of the academic year of your module, and you are an EU national. If you are a Swiss/non-EU EEA national, you also need to be a worker/migrant worker.

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

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

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

- Spouse or civil partner
- Child

If you are ordinarily and lawfully resident in the UK, will be resident in the UK on the first day of the academic year of your module, have been resident in the European Economic Area (EEA)<sup>2</sup>, Switzerland or an Agreed Overseas Territory<sup>3</sup> for the three years prior to the first day of the academic year of your module, and are a relevant family member of an EU/EEA/Swiss national, you will be eligible to pay a UK fee as long as the person on

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<sup>2</sup> EEA countries:

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

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

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

whom you are claiming dependency is ordinarily and lawfully resident in the UK and is resident in the UK on the first day of the academic year of the module. Please note that in some instances your family member does not need to be resident in the UK e.g. child of an EEA migrant worker.

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

**(e) Nationals of areas not mentioned above**

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

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

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

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

14. Your fee eligibility will be determined by where you are resident on the first day of the relevant academic year of your module.
  - a) If you are resident in the UK but you are not eligible for a UK nation fee you will be liable for the worldwide fee.
  - b) If you are resident in the Republic of Ireland you will be liable for the Republic of Ireland fee.
  - c) If you are resident in the European Approved Study Area you will be liable for the worldwide fee.
  - d) If you are resident in any other area in which you are permitted to register to study with The Open University, you will be liable for the worldwide fee.

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



## Appendix II Postgraduate Loans

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### A. Course Eligibility Criteria

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

### B. Personal Eligibility Criteria

4. Only students ordinarily resident in England will be eligible for the loans. Students who are ordinarily resident in Scotland, Wales and Northern Ireland will not be eligible.
5. UK nationals who move to England from within the UK solely for the purposes of study will not be eligible. Students will be required to submit 3 years' address history to confirm their place of ordinary residence. EU nationals will be eligible, subject to confirmation that they will be resident in England on the 1<sup>st</sup> day of their course.
6. Students already holding a Masters qualification, an equivalent level qualification or a higher level qualification will not be eligible for the loans. Qualifications obtained outside the UK will be taken into account in determining an individual's eligibility for the loan.
7. Students aged 60 or over on the first day of the seasonal academic year (as calculated in Section I, Table 1) in which the course begins will not be eligible for the loan.

### C. Administration of the loan

8. Applications will be submitted directly to Student Finance England. The loan will be issued by the Student Loans Company, directly to the student.
9. Part-time students starting their qualification in 2016/17 will receive the loan across the first 2 years of their study. 50% of the total loan will be paid in year 1. The remaining funding will be paid in year 2, subject to attendance confirmation. There will be no payments in year 3.
10. The Open University is required to confirm a student's registration is completed before Postgraduate Loan installments are released. This means that all relevant paperwork must be returned to us and together with full payment of any module fee(s) before a Postgraduate Loan installment can be released.
11. A student's registration will be confirmed to the SLC on the 14<sup>th</sup> day of the first module.
12. Payments will be made in three instalments across the academic year. The first loan instalment will be released after the University has confirmed the student's registration as per paragraph 12. Subsequent payments will be released by the SLC to the student in the 5<sup>th</sup> month and 8<sup>th</sup> month of the student's academic year.
13. A student will not be entitled to receive subsequent loan installments if they withdraw from study or change to a course which is not eligible for the loan. The University is expected to inform the Student Loans Company if a student is longer participating in their studies or they change course.
14. Approved study breaks may be permitted during which a student's payments would be suspended until the return to study.

15. Students will be liable for the SLC loan and will be expected to make repayments if they withdraw from, or do not complete, their course, in accordance with The Education (Postgraduate Master's Degree Loans) Regulations 2016 and SLC requirements.

## **Fee Rules (Postgraduate Study) 2016/17**

### **Summary of changes February 2016**

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 III Fee refunds and fee credits policy**

- Amendments to reflect changes to Fee refunds and fee credits policy.
- Fee credit validity period amended to 13 months from start of deferred module.
- Fee credit amount amended to a universal 25% fee credit award regardless of point of deferral.
- 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.

### **Summary of changes August 2016**

#### **Section III Fee refunds and fee credits policy**

- Amendments to confirm that fee credits awarded from a 1st OU module may be transferred to any other OU module and to clarify fee credits and additional discounts for deferral with Assessment Banking.

#### **Appendix II Postgraduate Loans**

- Appendix added to clarify the course and personal eligibility criteria
- Confirmation of the Student Finance England and Open University operational requirements for administration of the loans.