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Summary of rules

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

Summary of significant changes since last version

There are a number of significant changes from the previous version of this policy ([Fee Rules \(Undergraduate Study\) 2021/22](#)). These are:

- a) July 2022 – amendment of fee cap quoted in section C1.2 from £6935 to £6750
- b) Scope Section has been amended to remove the sentence highlighting changes required to Appendix 1. The Scope has been amended to cover all undergraduate students.
- c) Professional Development (PD) courses have been added to the 'out of scope' section.
- d) New Sections added entitled "Commitment to Equality, Diversity and Inclusion at the Open University" and "Safe Space Reporting".
- e) Removal of sentence in A2 which refers to passing on efficiency gains and cost savings.
- f) Clause B5.4.1 has been amended for clarity.
- g) Clause B5.4.3 has been amended for clarity.
- h) The maximum fee in Clauses C1.2 and C1.4 have been updated.
- i) Clause E10 has been amended for clarity.
- j) Clause F6 has been amended for clarity.
- k) Clause K4 now includes reference to the Republic of Ireland.
- l) Glossary entries have been updated as follows: 'British Overseas Territories', and 'Lapsed student'.

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- m) Contact details for the Residential Schools team have been added.
- n) Amendments to 'Further clarification' section.
- o) Section Ap1 2.6 has been amended as follows:
 - a. Ap1 2.6.2 now states "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))";
 - b. Ap1 2.6.3 has been added for family members of a national from outside of the UK, EEA and Switzerland who have been granted a settled status;
 - c. Ap1 2.6.4 and Ap1 2.6.5 have been added for those eligible to pay a UK fee.
 - d. Ap1 2.6.7 (was Ap1 2.6.4) has been amended to add "or you have relocated to the UK from Afghanistan and have been granted leave to remain under the Relocation and Assistance scheme". Bullet point a) has been amended to include reference to Wales. Bullet point c) has been amended to replace 'refugee status' with 'granted Humanitarian Protection, Stateless Person leave or leave to remain under the Relocation and Assistance scheme', and 'asylum application' with 'Home Office application'.
- p) Clause Ap3 8 has been amended to add detail about circumstances that are outside your control which affect your participation in or performance at a residential school.

Fee Rules superseded by this document

This document replaces the previous versions of the [Fee Rules \(Undergraduate Study\) 2021/22](#) and any versions prior to this date.

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Scope

Who do these Fee Rules apply to?

These Fee Rules cover matters concerning fees and funding for all undergraduate Students, who are registered for an undergraduate module (either standalone or part of a declared qualification) and those studying an Integrated Masters qualification during the 2022/23 Academic Year. For any subsequent modules that you study, the Fee Rules in force at that time will apply.

This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document.

What this document does not cover

This document does not apply to the following:

- Postgraduate modules or qualifications. Please see the [Fee Rules \(Taught Postgraduate\)](#) in force during that academic year.
- Modules that fall within an academic year other than 2022/23. Please see the [Fee Rules](#) in place during that academic year.
- Apprenticeship programmes. Please contact your [Apprenticeship Programme Delivery Manager \(APDM\)](#).
- Non-credit bearing short courses. Please see [Conditions of Registration \(Short courses\)](#).
- Modules or qualifications which are offered under a partnership agreement between The Open University and another educational institution (your 'Local Education Centre'). Please contact your Local Education Centre directly for information about fees, payment or any policies in relation to fees or funding for this study.
- Microcredentials via FutureLearn. Please see [Terms and Conditions \(Microcredentials\)](#)

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- Vocational Qualifications. Please see [Conditions of Registration \(Vocational Qualifications\)](#).
- Professional Development (PD) courses. Please see [Terms and Conditions \(Professional Development courses\)](#).

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 Protection Plan](#)

The Open University Student Charter Values

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

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

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Commitment to Equality, Diversity and Inclusion at The Open University

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.

Introduction

The Open University may charge different fees for Students in different countries, for different levels of study, for different modules and for Students who start or change their studies at different times. This is in line with the different ways in which higher education may be funded, the costs of providing educational services, or because The Open University provides a different range of services.

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

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

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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.

Section A: Setting and changing fees

- A1. Fees are set annually by The Open University Council and are published on each module description on the [online prospectus](#).
- A2. The Open University offers Students the flexibility to study qualifications over an extended period of time, and it may therefore be necessary to make changes to fees, the fee rules and the fee policies in order to:
- Increase fees to cover additional costs to The Open University. Any such increase will be limited to the maximum inflationary increase set for continuing Students by the Office for Students.
 - Ensure that, in the case of optional modules only, where there has been an unforeseen increase in costs and/or a significant reduction in Student enrolments, The Open University is able to offer a module or a wider choice of modules which it would not otherwise be economic to provide without an increase in fees in excess of the limit referred to above.
 - 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.
 - Account for changes in the public funding of higher education or The Open University.

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- Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study.
- Take advantage of new technologies, methods, ideas and opportunities.

A3. If there are any significant changes to fees or the Fee Rules, The Open University will give reasonable notice of the changes and the date they take effect.

Section B: Working out your fee and funding liability

B1. Which fees apply to me?

B1.1 During the registration process you will be advised of the fees that you have agreed to pay for the modules you have selected, as well as methods of payment, and the date by which payment should be made. All fees are quoted in pounds sterling.

B1.2 The fee which applies to you is based on your 'Home Address' on the first day of the Seasonal 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 the Standard Fee or the Devolved UK Nation Fee.

B1.3 If you are studying a module on a standalone basis, your fee scheme will be reassessed each time you register for a module.

B1.4 If you start a new qualification, become a lapsed Student and/or cease to study towards a declared or registered qualification, your fee scheme 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; and your funding eligibility may change.

B1.5 If you have declared or registered for a qualification, the fee scheme determined in B1.2 will continue to apply for the duration of that qualification unless you move outside the UK.

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B2. Liability for Standard Fees

You are liable to pay fees under the Standard Fee Scheme if you are an undergraduate Student who is ordinarily and lawfully resident in England, or any non-UK territory in which Open University study is available and you are not liable for a Devolved UK Nation Fee as set out in Section B3.

B3. Liability for a Devolved UK Nation Fee

You are liable to pay fees under the Devolved UK Nation Fee Scheme if your place of ordinary residence is in Northern Ireland, Scotland or Wales on the first day of the Seasonal Academic Year in which your first module begins.

B4. Additional information regarding funding for Students in England eligible for the Standard Fee

Undergraduate Students in England who began their qualification after 1 September 2012, are eligible to apply for a part-time tuition fee loan.

B5. Additional information regarding funding for Students in Wales eligible for the Devolved UK Nation Fee

B5.1 Students in Wales who are liable to pay the Devolved UK Nation fees, may pay fees of different amounts, depending on a number of factors outlined in Section [B5.4](#), and may be eligible for different funding arrangements.

B5.2. Part-time Tuition Fee Loan

B5.2.1 Undergraduate Students in Wales who began their qualification after 1 September 2014, or those who resume Open University study after stopping for at least one academic year, are eligible to apply for a part-time tuition fee loan.

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B5.3. Diamond Funding

- B5.3.1 Students in Wales who began their qualification after 1 September 2018 are able to apply for additional funding products as well as a part-time tuition fee loan, as a result of the [Diamond Review into Higher Education funding](#) and student finance arrangements. These additional products are the Welsh Government Learning Grant, the Special Support Grant and/or a Maintenance Loan.
- B5.3.2 Students who are continuing qualifications which began before 1 September 2018 are not eligible to apply for these additional products.

B5.4 Eligibility for Transitional Welsh fees

- B5.4.1 You will have been identified as eligible for the transitional Welsh fee if you have studied a module, incurring fee liability, towards an undergraduate qualification between 2014/15 and 2020/21 (inclusive). Your registered undergraduate qualification in the 2020/21 academic year is your declared qualification for continuing fee purposes.
- B5.4.2 You will retain your eligibility for the transitional Welsh fee for modules studied as part of your declared qualification until one or more of the following occur:
- You attain enough credits to be offered your declared qualification.
 - You complete your declared qualification and do not register on to a top-up qualification in the next academic year.
 - You withdraw entirely from your declared qualification.
 - You move outside the UK.
 - You do not study for 2 seasonal academic years (your registration lapses).
 - You do not study for 1 seasonal academic year and when you return, you change your registered qualification.
 - You withdraw from your part-time Open University qualification to study at a Full-Time Higher Education Provider (mode change).

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B5.4.3 You will be eligible for the Standard Welsh Fee if:

- You are a new student who has not studied with The Open University before.
- You have previously studied Open University modules on a standalone module basis only.
- You have completed your undergraduate qualification and are starting another undergraduate module or qualification in 2021/22 or beyond.
- You have not studied an Open University module, incurring fee liability, towards an undergraduate qualification between 2014/15 and 2020/21 (inclusive) and are starting an undergraduate module or qualification after 1 August 2021.
- You have withdrawn from your previously declared qualification.

B6. Additional information regarding funding for Students in Northern Ireland eligible for the Devolved UK Nation Fee

- B6.1 From 1 August 2017, all Students in Northern Ireland became eligible to apply for a part-time tuition fee loan in addition, or as an alternative, to part-time fee grant support.
- B6.2 Part-time fee grant support is means tested and eligibility can only be confirmed following the submission of a formal application, accompanied by appropriate evidence of household income, to [Student Finance Northern Ireland](#).
- B6.3 Where your award of fee grant support is insufficient to cover your full module fees and you do not cover the additional amount using a part-time tuition fee loan, you will be liable to pay the remaining balance in full by an alternative method to complete your registration.

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B7. Changes to your home address, country of residence or study location

- B7.1 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 the Home Address to check you are paying the correct fees.
- B7.2 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.
- B7.3 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.
- B7.4 If you begin a new qualification or take a break in study of at least two academic years, your fee will be reassessed based on your Home Address on the first day of the Seasonal Academic Year in which the new qualification begins.

B8. Maintenance Funding

- B8.1 In order to receive maintenance funding that you have been awarded, The Open University must confirm to the Funding Authority that The Open University is satisfied that you are engaging with your studies. The Open University uses information about your participation to confirm that you are studying to the Student Loans Company, who will then release payment to you. This process is referred to as Registration Confirmation. 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](#).

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B8.2 Registration will not be confirmed to the Funding Authority before Day 14 of the first module in the Seasonal Academic Year. This is the point that you become liable for your tuition fees and means that any maintenance payments due will not be received before this date. You should not expect to receive payment of any maintenance funding until at least 3 weeks after the start of your module.

Section C: Study restrictions related to fees and funding

C1. Study restrictions relating to fees

C1.1 When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY), defined in Table 1. Your SAY is determined by the start date of the first module you study with us towards your qualification. Your SAY may change if you take a break in your studies or if you change to a new 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 August in Scotland)
1 January to 31 March	Winter	1 January
1 April to 30 June	Spring	1 April
1 July to 31 July	Summer	1 July

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C1.2. In England, there is a limit to the fees that The Open University is legally entitled to charge a Student in a relevant Seasonal Academic Year. If you are liable to pay the Standard Fee in England and you are registered for an undergraduate qualification, the maximum fee that can be charged for all study undertaken as part of that qualification during a 2022/23 SAY is £6,750.

You will be required to withdraw from or defer enrolled and/or registered modules if the fee limit has been exceeded. The Open University will contact you if this is the case.

C1.3 There are no legal maximum part-time fees in Wales, Northern Ireland or Scotland or for Students studying outside the UK.

C2. Study restrictions relating to funding

C2.1 If you are intending to pay your fees with the aid of a part-time fee grant in Scotland, you must study modules with a minimum value of 30 credits. You do not need to study towards a qualification to be eligible for this funding.

C2.2 If you are intending to pay your fees with a part-time fee grant in Northern Ireland or a tuition fee loan in England, Wales or Northern Ireland, you must study modules with a minimum total value of 30 credits during your SAY in order to be eligible for the fee grant or fee loan. These modules must be linked to a qualification.

C2.3 If, after the Module Start Date, you defer your studies and as a result you are no longer studying modules which meet the minimum value required in your Nation, you may no longer be eligible for the fee grant or fee loan and you may become personally liable for the fees. Please see [Appendix 4](#) for more information if this applies to you.

C2.4 Tuition fee support in Wales is subject to a cap of £2,625 per Seasonal Academic Year. Funding in Northern Ireland is subject to a cap of £3,472.50 per Seasonal Academic Year. You are permitted to register for study with total fees that exceed these caps, but any tuition fees which exceed these caps cannot be paid using funding awarded by your Funding Authority. You will be required to cover any excess costs yourself in order to complete your registration.

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Section D: Payment of your fees

- D1. 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.
- D2. The Open University's 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. 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.
- D3. If The Open University has accepted payment from you or an agreed payment method that has been confirmed, and subsequently that payment or confirmation is withdrawn or does not fully meet the cost of your module fees as set out in the [Conditions of Registration](#), The Open University may cancel your registration and recover any fees which are due from you in line with the [Student Debt Policy](#).
- D4. 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 and which is 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.
- D5. 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](#).

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Section E: Cancelling, deferring or withdrawing from your study

- E1. This section should be read in conjunction with the [Changing Your Study Plans Policy](#).
- E2. Under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module and/or qualification, without giving any reason, within 14 days of the date of confirmation of your registration. To exercise this right to cancel, you should follow the procedure laid out in the [Conditions of Registration](#) and the [Changing Your Study Plans Policy](#).
- E3. If you wish to cancel your registration or make other changes to your study more than 14 days after the date of the email or letter confirming The Open University's acceptance of your application to register, you must follow the instructions in the [Changing Your Study Plans Policy](#).
- E4. In order to appropriately manage public funds, The Open University is required to monitor your engagement and participation in your studies. The Open University will use this information to determine whether we think you are actively studying towards your registered modules and may ask your Funding Authority to suspend payments to you if we cannot be certain of your participation. Further information is available in our [Student Privacy Notice](#).
- E5. If The Open University determines you have ceased to study, but you have not informed us that you are deferring using the procedure detailed in the [Changing Your Study Plans Policy](#), you will not be eligible for a Fee Refund or Credit, you will not receive maintenance support instalments you may be due, The Open University will not be able to claim further loan instalments for your tuition fees and your registration may be cancelled.
- E6. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a Fee Refund or Fee Credit is outlined in Sections 5.11 and 5.12 of the [Changing Your Study Plans Policy](#).

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- E7. 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.
- E8. Unless you are entitled to a Refund under [Section F 'Fee Refunds'](#), you must still pay the fees you agreed to when you registered to study, even if you subsequently defer your studies. This applies whether you are self-funding or paying your fees through a credit provider.
- E9. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) loan, and you wish to defer your studies, you should not simply stop studying and/or stop making payments, but should formally notify The Open University of your intentions. If you do not formally notify The Open University, you will remain liable for the full fees and for making any payments due under your credit agreement. If there is any change to your Fee Liability or payment schedule as the result of deferring or withdrawing from your studies, OUSBA will contact you directly.
- E10. If, in the unlikely event The Open University needs to withdraw a module, qualification or programme of study, The Open University will take all reasonable steps to ensure that you are able to continue your studies, as outlined in our [Student Protection Plan](#) and [Conditions of Registration](#). In 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.

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Section F: Fee Refunds

- F1. If you cancel during the period outlined in [Section E2](#) above, or more than 14 days after the date of confirmation of your registration for a module, but before the Module Start Date, you will receive a full Refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled. Guidance on how you should do this is provided in the [Changing Your Study Plans Policy](#).
- F2. If you defer or withdraw after your module has started and more than 14 days after the date of confirmation of your registration you will only be entitled to a Refund or fee waiver in certain circumstances. Your entitlement will depend on your Home Address, funding method and the date on which you began your qualification or module. These entitlements are defined in [Section H 'Levels of Fee Liability, Fee Refund and/or Fee Credit'](#).
- F3. 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.
- F4. 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 H 'Levels of Fee Liability, Fee Refund and/or Fee Credit'](#).
- F5. If you change module, any Refund of fees due will 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.
- F6. Payments made by a third-party payment will be refunded to the third-party.

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Section G: Fee Credits

- G1. The standard Fee Credit is 25% of the fee of 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.
- G2. A Fee Credit may be applied to any module which starts within 13 months of your deferred Module's Start Date, or in cases where you intend to study your deferred module again, if the next available Module 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 G11](#).
- G3. 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.
- G4. Fee Credits where a third-party has paid the fees are credited to the Student.
- G5. Deferral with Assessment Banking does not generate any additional Fee Credit.
- G6. 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.
- G7. Fee Credits will not be awarded as a result of the deferral or withdrawal from modules of fewer than 30 credits.
- G8. Fee Credits will not be awarded where the original fee was paid by a waiver or credit issued by The Open University.
- G9. 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 I 'Discretionary Fee Credits and Refunds'](#).

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G10. If you have paid your fees (wholly or in part) with a tuition fee loan and you defer or withdraw from your studies, you will not be liable for any fees due to be paid by tuition fee loan after that date and your loan liability will be adjusted as appropriate.

G11. Fee Credits are not permitted for use against Microcredentials or Apprenticeship Programmes.

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

H1. Students paying the Standard Fee, and Students in Northern Ireland and Wales

H1.1 Table 2 shows module Fee Liability points.

Table 2: Module Fee liability points

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 2022	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2022	1 January 2023 to 31 March 2023*	1 April 2023 to Final Deferral Date
1 January - 31 March 2023	Before your module starts or before the 14th day of your module	Day 14 to 31 March 2023	1 April 2023 to 31 July 2023*	1 August 2023 to Final Deferral Date
1 April - 30 June 2023	Before your module starts or before the 14th day of your module	Day 14 to 31 July 2023	1 August 2023 to 31 December 2023*	1 January 2024 to Final Deferral Date
1 July - 31 August 2023	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2023	1 January 2024 to 31 March 2024*	1 April 2024 to Final Deferral Date

* or Final Deferral Date, whichever is earlier

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H1.2 If you defer or withdraw before the 14th day of your module, you have no Fee Liability 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 England (SFE), Student Finance Wales (SFW) or Student Finance Northern Ireland (SFNI), The Open University will not draw down any loan funding from these bodies.
- c) If you have paid with a loan from OUSBA Limited, the loan agreement will be cancelled.

H1.3 If you defer or withdraw on or after the 14th day of your module and before your module's Final Deferral Date, the following will apply:

- a) If you or a sponsor have paid the fee, we will refund any fees which exceed your module Fee Liability at the point you defer or withdraw.
- b) If you are intending to pay via a tuition fee loan from Student Finance England (SFE), Student Finance Wales (SFW) or Student Finance Northern Ireland (SFNI), The Open University will not draw down any further loan funding from these bodies.
- c) If you have paid with a loan from OUSBA Limited, the loan agreement will be adjusted so that it matches your module Fee Liability.
- d) A Fee Credit of 25% of the module fee will be applied, subject to the rules in [Section G 'Fee Credits'](#) above.

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H2. Students in Scotland and Students in all locations studying Low Credit Value Modules (modules of less than 30 credits)

H2.1 Table 3 shows the module Fee Liability points.

Table 3: Fee liabilities for modules beginning 1 August 2022 - 31 July 2023

If your module begins between 1 August 2022 – 31 July 2023	Fee liability of 0% before your module starts	Fee liability of 100% between module start date to Final Deferral Date
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H2.2 If you defer before your Module Start Date, you have no Fee Liability to The Open University. 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 grant from the Student Awards Agency for Scotland (SAAS) or a grant from the Welsh Government, The Open University will not draw down any funding from these bodies.
- c) If you have paid with a loan from OUSBA Limited the loan agreement will be cancelled.

H2.3 If you defer on or after your Module Start Date, the following will apply:

- a) You will be liable for 100% of your module fee.
- b) A Fee Credit of 25% of the module fee will be applied, subject to the rules in [Section G 'Fee Credits'](#) above.
- c) Fee Refunds are not available after module start unless [Section I 'Discretionary Fee Credits and Refunds'](#) applies.

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H2.4 If you are a Student registered in Scotland intending to use a part-time fee grant towards your module fees and you withdraw or defer after the Module Start Date but before the dates shown below in Table 4, you will not receive a part-time fee grant. However, you will still be liable to pay the module fee, including the fee of any other module you remain registered for if your total credits are less than 30 (as you will no longer meet the credit threshold for a fee grant). You will be asked to provide an alternative payment method for this fee.

Table 4: Withdrawal cut-off dates for Scottish part-time fee grants

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 I: Discretionary Fee Credits and Refunds

11. 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](#).
12. 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.
13. 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.
14. A Discretionary Fee Credit may be awarded for up to 100% of the fee paid for the module you have deferred from and/or extend the period for which a Fee Credit will remain available. The maximum period it may be extended to is 25 months after the start date of the module that you deferred from. These maximum limits will only apply in exceptional circumstances.
15. 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 Open University as a result of which you do not wish to continue studying 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 have deferred from.
16. Applications for Discretionary Fee Credits and Refunds must be submitted to your [Student Support Team](#). Your case will be reviewed by a Senior Manager, or their delegated authority and the outcome will be communicated to you in writing within 10 working days, together with guidance on how to appeal in the event that your application is unsuccessful.
17. Exceptional awards for cases that fall outside of the normal criteria for consideration may be agreed by the Vice-Chancellor's Delegate.

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Section J: Fees for repeating modules

- J1. If you need to repeat a module 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 as set out in [Section J2](#) below. The fee you pay is the relevant fee in place at the time when you repeat the module.
- J2. If you receive a fail result, as defined in the [Academic Regulations \(Taught Courses\)](#) for an undergraduate module, a reduced module fee will be payable in place of the full module fee if **all** of the following circumstances apply:
- 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 Open University has designated as equivalent (if any); and
 - b) you have not already had a reduced module fee applied to that module on a previous occasion; and
 - c) you did not defer the module that you have failed, either with or without Assessment Banking, except in circumstances to which [Appendix 2](#) 'Conditions for Discretionary Fee Credits and Refunds approved by The Open University' of these rules applies; and
 - d) for the module that you have failed, you had participated in all activities to the satisfaction of The Open University, including any residential school element, and participated in the end of module assessment by attending the examination or submitting the examinable component as appropriate; and
 - e) you have applied to register or enrol to repeat the module beginning within 13 months of the start of the module that you have failed, or, where your resit result is received after this period, the next available start date following receipt of your final results.
- J3. If you meet all of the criteria listed in [Section J2](#) above, you will receive a Fee Credit of 25% of the fee from the module you have failed to use against the module fee when you repeat study of the module.

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- J4. If you have failed the academic elements, but successfully completed the work-based elements of particular undergraduate Social Work modules, as listed in the [Conditions of Registration: Supplementary Agreement \(Social Work\)](#), you will pay an adjusted Repeat Fee as detailed within the Supplementary Agreement.

Section K: Additional costs

- K1. There may be extra costs in addition to the tuition fee, such as a laptop, internet access, travel to tutorials, set books and postage costs for module materials sent to addresses outside of the UK. If you are on a low income, you might be eligible for help with some of these costs after you start studying. Please contact your [Student Support Team](#) for further information.
- K2. If you wish to sit an examination at a non-established examination centre (usually outside Continental Europe) you may be liable to pay an additional international examination fee for any module that has an examination, including resits.
- K3. Undergraduate Students taking resit exams, postponed resit exams, or re-submitting End-of-Module Assessments do not need to pay a resit/resubmission fee.
- K4. 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).
- K5. Accommodation Charge**
- K5.1 If you are on the Standard Fee Scheme or are a Student in Wales, and have registered on a residential school module or a module which includes an embedded residential school, you may be liable to pay an additional accommodation charge. You will be advised during the registration process whether you are liable for additional costs and will be provided with information as outlined within the [Academic Regulations](#) of when this fee may be payable.

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- K5.2 This additional charge is payable for the cost of accommodation and meals provided during attendance at the residential school.
- K5.3 If applicable, the accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given. See [Appendix 3](#) for further details and the procedures for residential school payment arrangements.
- K5.4 Students studying Science modules with a residential school may be required to contact an external provider directly to book their place and make payment. Further information is available on the module description on the online prospectus.
- K5.5 You are liable for meeting any other expenses you may incur in connection with your attendance at residential school and any such expenses will not be reimbursed by The Open University.

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Glossary of terms

14th Day of your module

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

Academic year

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

Accommodation charge

This covers the cost of meals and accommodation at a residential school.

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, Turks and Caicos Islands, and The Sovereign Base Areas of Akrotiri and Dhekelia.

Assessment banking

This is the process of keeping scores from assessments you have already completed when you defer, carrying these forward to a future presentation of the same module and completing the remaining assessment during that future presentation.

Declared qualification

A qualification that you have told us that you are studying towards and to which you are linking the modules that you study and are awarded credit for.

Declared undergraduate qualifications were the qualifications offered prior to 2012 and withdrawn with effect from 31 December 2017. Declared Open qualifications were available until 31 December 2019. If you did not complete a declared qualification before its withdrawal, you may be able to count some or all of your credit towards a registered qualification. Contact your [Student Support Team](#) if you would like further information.

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Devolved UK Nation

This refers to Scotland, Wales and Northern Ireland.

Embedded residential school

A residential school that forms part of a larger module and is not a separate module in its own right.

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.

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

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

Fee Credit

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

Fee Refund

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

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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.

Lapsed Student

You are considered as a lapsed Student where you do not register for a module or qualification for at least two full seasonal academic years. Becoming a lapsed 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.

Local Education Centre

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

Low Credit Value Module

A module that is worth less than 30 credits.

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 Qualification

Any change in qualification intention following a break of at least one full seasonal academic year. Starting a new qualification will lead to a reassessment of your fee status and may also lead to a change in your funding cohort and Nation funding authority.

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Non-established Examination Centre

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

Ordinarily and lawfully resident

Where you are lawfully, habitually and normally resident by 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.

Registered qualification

A registered qualification is an undergraduate qualification that you have formally told The Open University you would like to study and that you have enrolled on modules for and are counting credit towards.

Registration

Registration is 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

The process by which The Open University confirms your participation in your study to allow maintenance funding to be released to you by the Student Loans Company.

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.

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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.

Settled status

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.

Standard fee

This is the fee you pay if you are ordinarily and lawfully resident in any territory (such as England, or a non-UK country) that is not a Devolved UK Nation.

Temporarily absent

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

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

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

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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”*.

Transfer of Eligibility

Any change in qualification intention which does not follow a break of one full seasonal academic year. A transfer of eligibility will not affect your fee status or your funding cohort but could, in some circumstances, lead to a change in your funding eligibility.

UK Funding Authority

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

Vice-Chancellor’s Delegate

A senior member of staff that the Vice-Chancellor has nominated to make decisions.

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

Student Support Team

The Open University
PO Box 197
Milton Keynes
MK7 6BJ

www.open.ac.uk/contact

Phone +44 (0)300 303 5303

The Open University in Wales

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

18 Custom House Street
Cardiff
CF10 1AP

Phone +44 (0)29 2047 1170

Email wales-support@open.ac.uk

I siaradwyr Cymraeg

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

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

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

Phone +44 300 303 0266

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

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

Residential Schools Team

The Open University

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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).

Appendix 1 – Residency criteria and fee areas

Ap1 1. Introduction

Ap1 1.1 The Open University may charge different fees for undergraduate Students with a Home Address in any of the following territories or groups of territories:

- a) UK – England, Northern Ireland, Scotland, Wales
- b) the Republic of Ireland
- c) 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 1.5 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.

Ap1 2. Eligibility for UK fees

Ap1 2.1 UK nationals

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

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

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

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

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

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- c) you are ordinarily resident in the UK as of the first day of the Seasonal Academic Year of your module.

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

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

Ap1 2.1.5 If you are 'temporarily absent' from the UK and either you or a relevant family member are temporarily working outside the UK, you will be classified as ordinarily and lawfully resident in the UK and therefore eligible to pay a UK fee, provided you were settled in the UK for the three years immediately prior to being temporarily outside the UK.

Ap1 2.1.6 If you are ordinarily and lawfully resident in the Channel Islands or the Isle of Man, you are not eligible to pay a UK fee.

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

Ap1 2.2.3 Anyone who is a family member of someone currently serving in the British Armed Forces who is entitled to use a BFPO address, a non-UK national currently serving in the British Armed Forces, someone working for another British Government Organisation, such as the Foreign & Commonwealth Office, or a family member of such a person, will need to provide us with details of their family relationship where relevant, their nationality, country of permanent residence, when they were last in the UK and reasons for absence from the UK.

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

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

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

- a) as of the first day of the Seasonal Academic Year of your module you are an EU, EEA or Swiss national and you have been granted either;
 - settled or pre-settled status under the EU Settlement Scheme (EUSS);
 - or
 - you are an Irish citizen, who would be eligible for EU Settlement Status (EUSS) if you chose to make an application or has exercised your right to reside in the UK before 1st January 2021;

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- b) you are ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic Year of your module; and
- c) you have been ordinarily and lawfully resident in the UK and Islands, the European Economic Area (EEA), EU overseas territories and British overseas territories, and Switzerland for the three years prior to the first day of the Seasonal Academic Year of your module.

Ap1 2.4 Family members of UK nationals

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

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

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

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

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

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

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

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- f) your UK National family member has exercised a right of residence in an EU country other than the UK before 1st January 2021; and
- g) you will be ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic year of your module.

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

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

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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 British overseas territories for the three years prior to the first day of Seasonal Academic Year of your module; and
- d) you are ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic Year of your module.

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

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

Ap1 2.6.2 You have been granted a settled status to remain 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 and islands for at least three years prior to the first day of the Seasonal Academic Year of the module; and
- b) you will be ordinarily and lawfully resident in the UK on the first day of the Seasonal Academic year of your module.

Ap1 2.6.3 You 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.

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 the UK 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 and Islands 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 UK on the first day of the Seasonal Academic Year of your module;

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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 Seasonal 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 are resident in England and Wales and 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 England or Wales 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 was made.

Ap1 2.6.8 You are resident in England and Wales and have been granted Indefinite Leave to remain as a bereaved partner; and

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

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Ap1 2.6.9 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 Seasonal Academic Year of your module.
- b) you have not ceased to be resident in the UK since being granted limited leave to remain

Ap1 2.6.10 You are resident in Wales, and have been granted Discretionary leave, or Leave to remain on the grounds of family or private life; or are a spouse, civil partner, or child of a person listed above; and

- a) you will be ordinarily and lawfully resident in Wales on the first day of the Seasonal Academic Year of your module; and
- b) you have been ordinarily and lawfully resident in the UK and Islands for at least three years prior to the first day of the Seasonal Academic Year of the module; and
- c) if you are the spouse or civil partner of a person listed above you must have been their spouse or civil partner at the time of them submitting their application to the Home Office.

Ap1 2.6.11 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 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 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.

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Ap1 2.6.13 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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Appendix 2 – Conditions for Discretionary Fee Credits and Refunds approved by The Open University

Table 5: 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. 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).

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Criterion	Conditions and notes	Examples of types of supporting evidence required
3. Disability	<p>The reasonable adjustments made by The Open University in order to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation, have not enabled you to study effectively; or</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>	<p>Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</p> <p>Corroborative evidence from Open University records e.g. tutor or Student Support Team.</p>
4. An unforeseen prolonged incapacity of yourself due to pregnancy, maternity/paternity, or surrogacy.	<p>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.</p>	<p>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.</p>
5. An unforeseen prolonged incapacity of yourself due to adoption.	<p>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.</p>	<p>Supporting evidence e.g. report from social services, adoption agency, or a certificate, letter or medical statement from GP or consultant confirming the situation.</p>

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

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Criterion	Conditions and notes	Examples of types of supporting evidence required
9. Other exceptional circumstances of a serious nature beyond your control.	Circumstances beyond your control that significantly reduced the time available for study over a sustained period.	Supporting evidence e.g. report from emergency services, social services, police or counsellor, or household insurance documentation.
10. An unforeseen change in caring responsibilities	If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence, e.g. letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

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Appendix 3 – Accommodation charges for residential schools

- Ap3 1. If you are ordinarily and lawfully resident in England or outside of the UK and liable for the Standard Fee Scheme, and are enrolled on a residential school module or a module which includes an embedded residential school, an additional charge (“the accommodation charge”) is payable for the cost of accommodation and meals provided for those attending that residential school. If you are a Student in Wales, you may be liable to pay this accommodation charge. You will be advised during the registration process whether you are liable to pay the accommodation charge, or will be provided with information as outlined within the [Academic Regulations](#) of when this fee may be payable.
- Ap3 2. The accommodation charge is payable except where:
- a) the module fee expressly includes the cost of accommodation and meals at a residential school; or
 - b) Students are required or advised to make independent arrangements for accommodation and meals during their attendance at the residential school for that module; or
 - c) you have expressly notified the [Student Support Team](#) that you intend to make independent arrangements for your accommodation and meals during your attendance at the residential school; or
 - d) you will be participating in the Alternative Learning Experience (where available) instead of attending the residential school.
 - e) The residential school is provided by an external provider or third-party to whom direct payments are required.
- Ap3 3. The accommodation charge will cover the cost of accommodation and meals for the duration of the residential school that you are attending. The amount of the accommodation charge and the details of the accommodation and meals to be provided will be set out on the booking page for the residential school that you are attending. It will also indicate whether meals may be purchased at the venue on a cash basis.

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- Ap3 4. The accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given, unless otherwise specified on the module description on the online prospectus.
- Ap3 5. If the accommodation charge is not paid by the deadline you will be contacted by phone or email to ask you to confirm whether or not you require accommodation at the residential school you are attending:
- a) If you do require accommodation you must contact us to confirm by the date specified, which will be at least eight weeks before the beginning of the residential school. Payment of the accommodation charge must be made in full at the time of your confirmation.
 - b) If you do not confirm that you require accommodation at the residential school you are attending and do not make payment of the accommodation charge within the time specified, no accommodation or meals will be booked for you at the residential school and it will be assumed that you are making independent arrangements.
 - c) If you have not confirmed that you require accommodation at the residential school you are attending within the time specified but subsequently wish to do so, a limited amount of accommodation may become available from time to time due to cancellations, but this cannot be guaranteed. Any such accommodation will be allocated on a first come, first served basis. Payment must be made at the time of allocation and will not be refundable unless Section Ap3 10. applies. You may also be asked to contact the venue directly to make your own arrangements.
 - d) If you have not confirmed your requirement for accommodation and meals and paid the additional charge by the date specified in the reminder, The Open University will be under no obligation to provide accommodation or meals for you while you attend the residential school.
- Ap3 6. If you attend the residential school without either having paid the accommodation charge or having made independent arrangements for your accommodation and meals during your attendance, and there is no suitable accommodation available at the residential school venue, you must make your own arrangements locally.

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- Ap3 7. The Open University does not accept any responsibility for a Student's failure to make accommodation arrangements or for the failure of, or problems with, independently made arrangements.
- Ap3 8. Any such failure or problems will not excuse non-attendance or non-participation in the residential school. Circumstances that are outside your control which affect your participation in or performance at a residential school may be reported to be taken into account by submitting a form [RS39](#) which is available through StudentHome. For more information, contact the [Residential Schools Team](#).
- Ap3 9. If you defer or withdraw from a residential school module or a module which includes an embedded residential school, Fee Refunds or Credits policy will apply to the tuition fee payable for that module but *not* to the accommodation charge.
- Ap3 10. An accommodation charge that you have paid will only be refunded if, not less than eight weeks before the schools begins, you notify The Open University that you are:
- intending to make independent arrangements for accommodation and meals;
 - unable to attend the residential school and wish to make arrangements to participate in the Alternative Learning Experience (where available);
 - deferring study of the module to a later presentation;
 - withdrawing from the module.
- Ap3 11. You must notify The Open University as set out in the [Changing Your Study Plans Policy](#). A Refund of an accommodation charge will be made by the same method that the charge was paid.
- Ap3 12. If you have paid an accommodation charge and you have not notified The Open University at least eight weeks before the school begins that, for any reason, you will not require accommodation and meals at a residential school, you will only be eligible for a Refund of the accommodation charge if you meet the criteria of the Discretionary Fee Credit and Refund Policy set out in [Appendix 2](#).

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Appendix 4 – Low credit value modules and Tuition fee loans

- Ap4 1. This section applies to undergraduate Students studying a qualification that includes a module which has a credit value of less than 30 credits (a 'low credit value module') and who are using a Tuition Fee Loan to pay their tuition fees.
- Ap4 2. The rules for Tuition Fee Loans require a minimum of 30 credits to be studied during a SAY in order for the fees to be eligible for a loan. These 30 credits cannot be achieved by 'bundling' low credit value modules. This means that if you wish to use a Tuition Fee Loan to pay the fees for a low credit value module that is part of your qualification you must also be studying at least one other 30 or 60 credit module that is linked to that qualification. You must study this module in the same SAY as the low credit value module and on either the same or an earlier presentation.
- Ap4 3. You can only use a Tuition Fee Loan to pay for a low credit value module that is credit bearing and is either:
- a compulsory module in your registered qualification; or
 - is eligible to be counted towards your registered qualification.
- Ap4 4. If you have changed your registered qualification to the Open Degree after studying a module worth less than 30 credits towards your original qualification, you may enrol for a further low credit value module in order to achieve a total of 30 credits from those modules. If you have changed your registered qualification to any other qualification you will only be able to enrol for low credit value modules that are compulsory in the new qualification.
- Ap4 5. You must be using your Tuition Fee Loan to pay for all or part of the fees of your 30 or 60 credit module and to pay for the whole of the fee for the low credit value module. You cannot use a Tuition Fee Loan as part payment for a low credit value module.

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- Ap4 6. If you defer or withdraw from your 30 or 60 credit module before the start date of the low credit value module, so that the credit value of your study for the SAY drops below 30 credits, your enrolment or registration for the low credit value module will be cancelled unless you provide an alternative method of payment in place of the Tuition Fee Loan.
- Ap4 7. If you defer or withdraw from your 30 or 60 credit module after the start date of the low credit value module so that the total credit value of your current study drops below 30 credits you will no longer be eligible for a Tuition Fee Loan for your remaining module and you will become liable to pay the fee yourself using another payment method. (See the [Conditions of Registration](#) and the [Student Debt Policy](#) for details of what may happen if you do not pay your fees.)
- Ap4 8. If, for any other reason, you cease to be eligible for a Tuition Fee Loan to pay the fees for a low credit value module and you have not cancelled your enrolment or registration for that module before the start date of the module, The Open University (or their agents) reserves the right to claim the module fee from you in line with the [Student Debt Policy](#).

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