

2012/13 Fee Rules

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Section I: Introduction

A. Fees for students registering directly with The Open University

- This document sets out the rules that we apply to work out the fees that you may have to pay to study with The Open University (OU) and the fee refunds or fee discounts which you may be eligible for if there is a change in your study plans.
- The obligation to pay fees, if you wish to register to study with The Open University, is set out in the Conditions of Registration, which also contain the rules on what may happen if those fees are not paid. Fee liability is incurred at registration as outlined in the [Conditions of Registration](#).
- You have registered or enrolled for the module or modules shown on the Registration Agreement. If you registered over the phone or online, the module or modules you have chosen are shown in the letter or email confirming your registration.
- The amount of the fee, based on these rules, and the method you have told us you wish to use to pay those fees, are set out in your Registration Agreement.
- If you have previously failed a module and have to re-take it, you will be charged the appropriate retake/repeat fee.
- All students must pay the relevant fee where they are ordinarily and lawfully resided. This means your home address rather than a temporary or work address.
- You agree to pay the fee shown on the Registration Agreement.
- All fees are quoted in pounds sterling.

The fee you are required to pay The Open University cannot exceed the maximum fee The Open University is legally entitled to charge in the relevant academic year. In England in academic year 2012/13, the maximum undergraduate fee that can be charged for all study within a qualification is £6750. The government operates four starting points within an academic year. All students are allocated a relevant academic year when they start studying with The Open University. These relevant academic years are also known as Seasonal Academic Years and are defined in Table A.

Table A Seasonal academic years

Module starts within	Seasonal academic year
1 August to 31 December	Autumn
1 January to 31 March	Winter
1 April to 30 June	Spring
1 July to 31 July	Summer

B. Fees for students studying under a partnership agreement

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.

- 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.
- Your Local Education Centre will tell you how much you have to pay and how you should pay it.
- You must pay all fees and other charges when asked to do so by your Local Education Centre or by The Open University.
- Fees charged by your Local Education Centre may be quoted in your local currency.
- Your Local Education Centre has the right to change fees, deposits and other charges without giving you any notice.
- Your Local Education Centre will advise you of its policy in relation to refunding module fees.

Section II: UK and non-UK fee eligibility

A. General

1. The Open University may charge different fees for students in different countries. This is because the way in which higher education is funded may be different; the costs of providing education may be different; or because we provide a different range of services.
2. This section sets out how we work out which fee territory applies to you, so that we can charge you the correct fee for that territory.
3. The fee rules are quite complex and can depend on where you are currently living; where you normally live (if that is different); and your residency status. These rules are used to work out whether or not you are eligible for UK fees; and, if you are eligible for a UK fee, which of the four UK nation fees applies to you; and, if you are not eligible for a UK fee, which of the fee territories applies to you.
4. The financial support available to students is also different in the four UK nations and your eligibility (if any) for that financial support will also be based on the fee territory that applies to you.
5. Our acceptance of any form of public funding (for part or full payment of your fees) is dependent on you meeting any deadlines set by the University or funding body for submitting documentary evidence that confirms your eligibility to receive such funding. If we do not receive evidence of your eligibility within the required timescale, or if the funding body refuses to issue funds to the University, you will become liable for the full fee.

B. Changes of circumstances

6. 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.
7. If you are registered or enrolled for the first time for a module starting from September 2012 or later, the fee is based on where you are ordinarily and lawfully resident on the first day of the academic year of your first module. This fee will continue to apply for the duration of your qualification unless you take a break in study of more than one academic year, or withdraw (or are withdrawn) from your qualification, or move outside of the UK.
8. If you registered for a module starting before September 2012 (including those on transitional fees), and are continuing to study towards a declared qualification, you will have your nation fee status reassessed each academic year and the fee will be based on your ordinary residence on the first day of the academic year of each subsequent module.
9. You may use a different delivery address, but if this is in a different fee area to the fee you were registered with, The Open University will ask for evidence that you are ordinarily and lawfully resident at the home address.

10. If you pay a UK fee and are temporarily working outside the UK, you may have to give a UK address for delivery of your study materials and arrange for them to be forwarded at your own cost.
11. If you pay a UK fee and then move to another country before the first day of the relevant academic year of your first module start date or, where you started your studies before September 2012, before the first day of the academic year of any module start date, you may be asked to pay a different module fee.
12. If you need to sit your examination at a non-established exam centre, you will need to pay an overseas examination fee. You will not automatically be allocated to a non-established examination centre, even if your home address is outside the normal study areas. If required, you need to apply to sit an overseas examination by completing an OSE1 form and returning it to our Examination Office within the required timescales.

C. Eligibility for UK fees

Paragraphs 13 to 29 set out the rules for how we decide if you are eligible for a UK fee. If you are not eligible for a UK fee, please see paragraphs 30 – 34.

13. You may be eligible to pay a UK nation fee (applicable to students ordinarily and lawfully resident in England, Northern Ireland, Scotland and Wales). The fee may vary between each UK Nation.
14. The University may perform checks in some instances by using a Credit Reference Agency to establish your eligibility for a UK nation fee and you may be required to send in relevant documentation to support your application to pay a UK fee for any of the eligibility scenarios below. 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). If you are not able to provide the required evidence when requested, you may be charged a higher fee, even if you have already been allowed to register.
15. If your eligibility for a UK fee is established, you will pay the appropriate UK nation fee (England, Northern Ireland, Scotland and Wales) based on where you are ordinarily and lawfully resident on the first day of the academic year applicable to your module registration or enrolment.

UK nationals

16. You are eligible to pay a UK fee if you are 'settled'¹ in the UK (excluding the Channel Islands and Isle of Man) on the first day of the academic year of your module, and you have been ordinarily and lawfully resident in the UK and Islands for the three years prior to the first day of the academic year of your module.

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

17. 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.

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

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

Relevant family members of EU/EEA/Swiss nationals

19. You are a relevant family member of an EU/EEA national if you are one of the following:
- a) spouse or civil partner
 - b) 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.
 - c) dependent direct ascendant of a non-UK national who is a self-sufficient person in the UK e.g. parent/grandparent.
20. You are a relevant family member of a Swiss national if you are one of the following:
- a) spouse or civil partner
 - b) child
21. If you are ordinarily and lawfully resident in the UK, you 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)², Switzerland or an Agreed Overseas Territory³ for the three years prior to the first day of the academic year of your module, and are a relevant family member of an EU/EEA/Swiss national, you will be eligible to pay a UK fee as long as the person on whom you are claiming dependency is ordinarily and lawfully resident in the UK and, is resident in the UK on the first day of the academic year of the module. Please note that in some instances your family member does not need to be resident in the UK e.g. child of an EEA migrant worker.

² EEA countries:

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

³ Agreed Overseas Territories:

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

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

Nationals of areas not mentioned above

23. 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 (excluding any time spent in the UK on a student visa or in prison), 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.
24. 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.
25. Asylum seekers who do not meet these criteria should contact our Student Registration & Enquiry Service for advice on **+44 (0)300 303 5303**.
26. If you are not sure if you are eligible to pay UK fees, contact our Student Registration & Enquiry Service on **+44 (0)300 303 5303**.

Temporarily resident outside the UK

27. If 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 working outside the UK.
28. If you are currently resident outside the UK using a BFPO address because you are a UK national who is a currently serving member of the British Armed Forces, then you can pay a UK fee for the total time spent outside the UK. In order to assess fee eligibility, anyone else using a BFPO address will need to provide the University with details of their nationality, country of permanent residence, when they were last in the UK and reasons for absence from the UK.

All nationalities

29. If you are a 'locally engaged' member of staff, working at a UK Armed Forces base, British Embassy, or Consulate and using a BFPO address, you are not eligible to pay a UK fee. 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. The exception is if you are a family member of UK diplomatic staff and you have taken such a post whilst your family member has been posted to the same BFPO address.

D. If you are not eligible for UK fees

30. Your fee eligibility will be determined by where you are resident on the first day of the relevant academic year of your module.

If you are resident in the UK

31. If you are resident in the UK but you are not eligible for a UK nation fee you will be eligible for the European Approved Study Area fee.

If you are resident in the Republic of Ireland

32. If you are resident in the Republic of Ireland you will be eligible for the Republic of Ireland fee.

If you are resident in the European Approved Study Area ⁴

33. If you are resident in the European Approved Study Area you will be eligible for the European Approved Study Area fee.

If you are resident in any other area

34. If you are resident in any other area in which you are permitted to register to study with The Open University, you will be eligible for the Other European and Worldwide fee.

⁴ Approved European Study Area:

The ²EEA countries (excluding United Kingdom and Republic of Ireland), Channel Islands, Isle of Man and Switzerland.

Section III: Eligibility for transitional fee arrangements

This section applies to undergraduate students ordinarily and lawfully resident in England, the Republic of Ireland, an Approved European Study Area or other approved study areas only. It is not applicable to postgraduate students or to students ordinarily and lawfully resident in Northern Ireland, Scotland or Wales.

Transitional fee arrangements commenced from 1 September 2012 and eligible students have been notified.

A. General

You may be aware that there are changes happening to how higher education is funded in the UK. These changes mean that The Open University had to increase its fees for new students in England, the Republic of Ireland, the Approved European Study Area or other approved study areas who start after 1 September 2012.

If you are a current Open University student in those areas, The Open University is committed to helping you to complete your studies at a price and pace consistent with your expectations when you started.

We have put in place transitional arrangements that mean that, if you're a current student with us, your fees will not be affected by the government changes (subject to the normal, inflation-linked increases which happen each year) so long as you are studying towards an undergraduate Open University qualification, for example, a certificate, diploma or a degree.

This section sets out the rules for eligibility for those transitional arrangements.

B. Appeals

Any decision made in respect of eligibility for transitional fee arrangements may be appealed in accordance with the University's [Queries and Appeals Procedure](#).

C. Eligibility for transitional arrangements

1. If you were eligible for transitional arrangements you will have been identified by the University and contacted during the 2011/12 academic year.
2. To be eligible you must have declared a qualification (your transitional qualification) and study a module, starting on or after 1 September 2012 and before 31 August 2013, that is linked to that qualification; and either or both of the following must apply to you.
 - a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2010 and before 31 August 2011.
 - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2011 and before 31 August 2012 and you remained registered on the first day of the module.
3. You may only declare one transitional qualification unless you have been given exceptional permission to declare a second transitional qualification under the rules set out in Section III Part D below.

4. If you are not eligible for transitional arrangements under paragraph 2 above, but the exceptional criteria set out in Section III Part E below apply to you, you may apply for exceptional eligibility for transitional arrangements.
5. You will remain eligible for transitional arrangements if you continue to study a module or modules linked to your transitional qualification(s) during each academic year until 31 August 2017, or if you are given exceptional eligibility under Section E below. You will no longer be eligible for transitional arrangements when you have gained sufficient credit to be awarded the transitional qualification(s), or lose eligibility through other criteria.
6. Transitional arrangements will apply only to module(s) that can count towards your transitional qualification(s). If you wish to register for an additional module, whether as a standalone module or to count towards a declared qualification that is not eligible for transitional arrangements, the full UK (England), European Approved Study Area, Republic of Ireland or Other European and Worldwide fee will apply as determined under Section II above.
7. You may change your transitional qualification(s) before the 31 August 2017, if you receive academic authority from the University to do so.
8. If you first register with The Open University for a qualification beginning on or after the 1 September 2012 and you are topping up an existing undergraduate qualification, you will be eligible for transitional arrangements providing that you are studying towards a first degree with honours taken (disregarding any normal intervening vacation) immediately after successful completion of one of the following part-time qualifications where the successful completion of the lower academic-level qualification counts towards the first degree with honours:
 - Higher National Certificate (HNC)
 - Certificate of Higher Education (CertHE)
 - Higher National Diploma (HND)
 - Diploma of Higher Education (DipHE)
 - Foundation Degree
 - First Degree without Honours.

D. Eligibility for transitional fee arrangements for two qualifications

Eligibility to apply for transitional fee arrangements for two qualifications

Exceptionally, the University will consider applications for eligibility for transitional fee arrangements for a student who wishes to continue studying towards a second qualification, if they meet the conditions set out below.

Conditions

In order to be eligible for a second transitional qualification, you must satisfy all of the following conditions.

- a) You must have completed an application by 31 July 2012.
- b) You must have declared a transitional qualification (Qualification A).
- c) In addition to any credit you are counting towards Qualification A, you must either:

- i. have at least 30 credits from compulsory or core optional modules for your intended second transitional qualification (Qualification B) which you gained as a result of studying a module that began after 1 August 2008 which you have not previously used to claim an Open University qualification; or
 - ii. be studying or awaiting a result for at least 30 credits of compulsory or core optional modules towards Qualification B on 31 July 2012.
- d) You must be able to complete both transitional qualifications using no more than a total of 360 credits gained during the transitional period, unless the University has specified that one or both of the qualifications requires more than 360 credits to complete, in which case you can exceed the 360 credit limit by the amount necessary to complete each of the qualifications.
- e) You must provide us with a study plan which:
- i. specifies all the modules that you intend to study towards both qualifications;
 - ii. satisfies the qualification regulations for both qualifications;
 - iii. requires no more than 120 credits study in each year;
 - iv. allows you to complete both qualifications with modules that start in the transitional period and start no later than July 2017.

E. Exceptional eligibility for transitional fee arrangements

Eligibility for transitional fee arrangements - exceptional criteria

The Open University recognises that there may be students who experience exceptional circumstances which affect their ability to study with the result that they cannot meet the continued eligibility criteria for transitional arrangements (set out in Section C, Part 1) on 1 September 2012, and/or cannot continue to meet those criteria during the transitional period and that this may result in significant disadvantage or unfairness to those students.

If you think that this may apply to you, perhaps because you have had to take a study break due to illness, family commitments or your situation at work, you can apply to be eligible for transitional fees for modules which start between 1 August 2012 and 31 August 2017.

How to apply

Applications must be made on the application form and must meet all of the following criteria.

- a) You are a student ordinarily and lawfully resident in England, the Republic of Ireland, European Approved Study Areas and other European and World Wide Study Areas.
- b) You have studied or completed a module that counts towards your declared transitional qualification during one of these academic years: 2008/09, 2009/10, 2010/11 or 2011/12.
- c) You do not become a lapsed student (someone who does not start a module for a 24-month period) between 1 September 2008 and 31 August 2017. This means that you will not be able to apply if in this period you will have had two or more consecutive years away from study before the start of your next module.

- d) You have been, or are prevented from, studying or completing a module during the standard qualifying period (1 September 2010 to 31 August 2012); or you are prevented from studying or completing a module during the transitional period, due to one or more of the exception criteria described below.
- e) You provide evidence to support your claim that the special circumstance prevented you from studying in any one year (for example a medical certificate or letter from your employer).
- f) You provide a statement of why the special circumstance that applies to you has prevented you from studying.

You will receive a response within ten working days, but a final decision may take longer than this so you should apply as soon as possible and allow for that extra time when you are making your study choices and applying to register.

Exception criteria

- a) Disability
- b) Gender reassignment
- c) Pregnancy or maternity
- d) Caring responsibilities
- e) The death or serious illness of a close family member, partner or dependant
- f) An unforeseen prolonged incapacity due to serious illness, accident or medical condition
- g) An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities. Circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.
- h) A clear case of significant maladministration by the University, including the provision of incorrect advice
- i) Any other exceptional and unforeseen circumstances of a serious nature.

Note that it is not enough that you fit the timescale and meet one of the special circumstances. The key point is that something has changed and that has prevented you from studying.

For example, telling us that you had back surgery in 2012 would not be enough. You would need to provide:

- a clear statement of why this prevented you from studying and completing your module successfully; and
- evidence, like a letter from your doctor, which supports what you have told us about your circumstances.

If you are given exceptional eligibility for transitional fee arrangements under this policy, you will normally be required to meet the standard eligibility criteria for the rest of the transitional period. If you are unable to do so, you must make a further application under this policy, which will be considered on its own merits.

Section IV: Fee refunds and fee discounts policy

A. Introduction

1. This policy applies to students who defer or withdraw from any Undergraduate, Professional Certificate/Diploma in Education (PGCE/PGDE), Postgraduate or Non-Accredited Learning or Continuing Professional Development (CPD) module in 2012/13. The policy also applies to students registered for qualifications, or registered for modules linked to declared qualifications and standalone modules. It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University.
2. If you are considering deferring your studies, we recommend that you contact us to confirm your entitlement to any refund or discount off 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.
3. In order to be eligible for any fee refund or fee discount under this policy, you must have followed our Cancellation Procedure to change, defer or withdraw from your studies. The effective date of any change, deferral or withdrawal will be determined for the purposes of calculating any entitlement to a fee refund or fee discount under the rules set out in that procedure.
4. You become liable for your fees as soon as your registration agreement comes into force. 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 Account (OUSBA) credit agreement you are required to maintain your payments under that agreement even though you may have withdrawn and/or deferred your study with The Open University. If you have not paid your fees, are in debt to the University for your fees or are in arrears to OUSBA for payments due under your credit agreement you will not be permitted to register or enrol for further study. You cannot use a fee discount to reduce the value of your debt. If you do not clear your debt within the period of validity of a fee discount, the discount 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. Please refer to paragraph 4 of the [Conditions of Registration](#) for further details about what the University may do if you fail to pay your fees.
5. The rates of refund and discount that may apply are determined as set out below:
 - Part B - undergraduate students
 - Part C - Professional/Postgraduate Certificate in Education (PGCE) and Professional Graduate Diploma of Education (PGDE) students
 - Part D - postgraduate students
 - Part E - Non-Accredited Learning and Continuing Professional Development (CPD) students

B. Undergraduate students

6. If you defer within 21 days of registering for a qualification or module or any time 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.
7. If you have had your fees paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from The Open University, you are not eligible for a refund for the grant element of the fee. You may be eligible for a discount on the fee for a module beginning within the relevant period of validity.
8. If you have paid your own fees (with or without an Open University Student Budget Account credit agreement) or a sponsor has paid your fees (whether in whole or in part) you may be eligible for a refund and/or a discount on the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to the University or a continuing student.
9. If you are studying a short module (a module worth less than 30 credits) you are not eligible for a refund or discount on a future module if you defer or withdraw after module start.
10. A discount is awarded as a Fee Credit which is valid for a defined period. If a Fee Credit has not been used within the period of validity, it expires and no refund is given. The period of validity is:
 - a) for deferral with assessment banking: 13 months from the start of the deferred module;
 - b) for deferral without assessment banking: 25 months from the start of the deferred module.
11. If you defer from the first module(s) you have enrolled or registered on after the module has started, you may apply a discount to any module. This is subject to the time limits in paragraph 10 above. If you defer from any subsequent module, you may only apply a discount to a future presentation of the deferred module. Where the module is no longer available, the University may designate another module or modules as equivalent for the purpose of applying discounts.
12. Discounts are calculated on the fee paid for the deferred module at the time of deferral. If, when you return to study, the fee for the deferred module has increased you will be liable to pay any difference in the fee.
13. If you have paid your fees using a combination of payment methods, you will have discounts and refunds applied in proportion to the sums covered by the different payment methods. This includes if your fee was paid by a third party. Refunds on a third party payment result in a refund to the third party. Discounts on a third party payment are credited to the student.
14. A discount can only be applied to a module once, after the relevant liability period commences. If you use a Fee Credit together with another payment option for a module and you withdraw from that module you will not be eligible for a further discount for that module in respect of either the proportion paid using the Fee Credit or any additional fee paid unless the conditions in paragraph 15 below apply. If Tables 1-4 apply to you may

be eligible for a reduction in loan liability or a refund only in respect of any additional fee paid.

15. You may apply for consideration of a discretionary fee discount if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by the University. The Discretionary Fee Discounts Policy is set out in Section IV Part F of this document.
16. There are regulations concerning the payment of fees for short modules (<30 credits) for students ordinarily and lawfully resident in England. These are outlined in the Short Module Policy.

Students eligible for a UK (England), Republic of Ireland, European Approved Study Area or Other European and Worldwide fee

Students eligible for a UK (England) fee who have paid qualification or module fees using a Tuition Fee Loan

17. If you defer between the first day of your module and the 13th day of your module you will have no loan liability to Student Finance England (SFE) nor to the University. If you defer on or after the 14th day of your module you will be eligible for a discount on the fee for a future module beginning within 13 months (with assessment banking) or 25 months (without assessment banking).

The amount of discount applied is described in Tables 1-4.

Table 1 (modules starting from September-December)

Table 2 (modules starting from January-March)

Table 3 (modules starting from April-June)

Table 4 (modules starting from July-August)

Students (other than students eligible for transitional arrangements) who have paid qualification or module fees themselves (by credit/debit card), or covered their fees through sponsorship or supported by an Open University Student Budget Account credit agreement

18. If you defer between the first day of your module and the 13th day of your module, we will refund your fee. If you defer on or after the 14th day of your module, you will be eligible for a refund for part of the fee and a discount on the fee for a future module beginning within 13 months (with assessment banking) or 25 months (without assessment banking).

The amount of Fee Credit /refund applied is described in Tables 1-4.

Table 1 (modules starting from September-December)

Table 2 (modules starting from January-March)

Table 3 (modules starting from April-June)

Table 4 (modules starting from July-August)

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

Students eligible for transitional arrangements

19. If you defer on or after your module start date, you will be eligible for a discount on the fee for a future module beginning within 13 months (with assessment banking) or 25 months (without assessment banking).

The amount of Fee Credit applied is described in Tables 5-8.

Table 5 (modules starting from September-December),

Table 6 (modules starting from January- March),

Table 7 (modules starting from April-June) and

Table 8 (modules starting from July-August).

Students eligible for a UK Northern Ireland, Scotland or Wales fee

20. If you defer on or after your module start date, you will be eligible for a discount on the fee for a future module beginning within 13 months (with assessment banking) or 25 months (without assessment banking).

The amount of Fee Credit applied is described in Tables 5-8.

Table 5 (modules starting from September-December)

Table 6 (modules starting from January- March)

Table 7 (modules starting from April-June)

Table 8 (modules starting from July-August)

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

21. If you are a student registered in Scotland and you intend 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 B, you will not receive a part-time fee grant but you will still be liable to pay the module fee, including the fee of the second module if you remain registered and your total credits now fall below 30.

Table B 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
July	1 July

Undergraduate refund and discount liability

Students eligible for a UK (England), Republic of Ireland, European Approved Study Area or Other European and Worldwide fee (using Tuition fee loan, OUSBA, self-pay or sponsorship). Tables 1-4 DO NOT apply to students with transitional arrangements. See Tables 5-8 for information relating to students with transitional arrangements.

Table 1 Modules beginning September – December 2012

Period	Tuition Fee Loan (England)		OUSBA, self-pay or sponsorship	
	Loan liability to SFE	Discount (Fee Credit)	Refund	Discount (Fee Credit)
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December	25%	25%	75%	25%
1 January to 31 March 2013*	50%	50%	50%	50%
1 April 2013 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

NB: Discount/refund is only awarded on the deferral of modules of 30 credits or more. No discount/refund is awarded for modules of less than 30 credits after module start.

Table 2 Modules beginning January – March 2013

Period	Tuition Fee Loan (England)		OUSBA, self-pay or sponsorship	
	Loan liability to SFE	Discount (Fee Credit)	Refund	Discount (Fee Credit)
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 March 2013	25%	25%	75%	25%
1 April 2013 to 31 July 2013*	50%	50%	50%	50%
1 August 2013 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

NB: Discount/refund is only awarded on the deferral of modules of 30 credits or more. No discount/refund is awarded for modules of less than 30 credits after module start.

Table 3 Modules beginning April – June 2013

Period	Tuition Fee Loan (England)		OUSBA, self-pay or sponsorship	
	Loan liability to SFE	Discount (Fee Credit)	Refund	Discount (Fee Credit)
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 July 2013	25%	25%	75%	25%
1 August 2013 to 31 December 2013*	50%	50%	50%	50%
1 January 2014 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

NB: Discount/refund is only awarded on the deferral of modules of 30 credits or more. No discount/refund is awarded for modules of less than 30 credits after module start.

Table 4 Modules beginning July – August 2013

Period	Tuition Fee Loan (England)		OUSBA, self-pay or sponsorship	
	Loan liability to SFE	Discount (Fee Credit)	Refund	Discount (Fee Credit)
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December 2013	25%	25%	75%	25%
1 January 2014 to 31 March 2014*	50%	50%	50%	50%
1 April 2014 to final deferral date	100%	90%	0%	90%
After final deferral date	100%	0%	0%	0%

*or until final deferral date, whichever is earlier

NB: Discount/refund is only awarded on the deferral of modules of 30 credits or more. No discount/refund is awarded for modules of less than 30 credits after module start.

Students eligible for transitional arrangements and students eligible for a UK Northern Ireland, Scotland or Wales fee

Table 5 Modules beginning September-December 2012

Date of deferral	Discount on future module enrolment
Module start to Day 13	100%
Day 14 to 31 December 2012	100%
1 January 2013 to 31 March 2013*	100%
1 April 2013 to final deferral date	70%
After final deferral date	0%

*or until final deferral date, whichever is earlier

NB: Discount is only awarded on the deferral of modules of 30 credits or more. No discount is awarded for modules of less than 30 credits after module start.

Fee refunds are not available after module start unless section F (Discretionary Fee Refunds) applies.

Table 6 Modules beginning January – March 2013

Date of deferral	Discount on future module enrolment
Module start to Day 13	100%
Day 14 to 31 March 2013	100%
1 April 2013 to 31 July 2013*	100%
1 August 2013 to final deferral date	70%
After final deferral date	0%

*or until final deferral date, whichever is earlier

NB: Discount is only awarded on the deferral of modules of 30 credits or more. No discount is awarded for modules of less than 30 credits after module start.

Fee refunds are not available after module start unless section F (Discretionary Fee Refunds) applies.

Table 7 Modules beginning April – June 2013

Date of deferral	Discount on future module enrolment
Module start to Day 13	100%
Day 14 to 31 July 2013	100%
1 August 2013 to 31 December 2013*	100%
1 January 2014 to final deferral date	70%
After final deferral date	0%

*or until final deferral date, whichever is earlier

NB: Discount is only awarded on the deferral of modules of 30 credits or more. No discount is awarded for modules of less than 30 credits after module start.

Fee refunds are not available after module start unless section F (Discretionary Fee Refunds) applies.

Table 8 Modules beginning July – August 2013

Date of deferral	Discount on future module enrolment
Module start to Day 13	100%
Day 14 to 31 December 2013	100%
1 January 2014 to 31 March 2014*	100%
1 April 2014 to final deferral date	70%
After final deferral date	0%

*or until final deferral date, whichever is earlier

NB: Discount is only awarded on the deferral of modules of 30 credits or more. No discount is awarded for modules of less than 30 credits after module start.

Fee refunds are not available after module start unless section F (Discretionary Fee Refunds) applies.

C. Professional/Postgraduate Certificate in Education (PGCE) and Professional Graduate Diploma of Education (PGDE) students

22. If you withdraw within 21 days of registering for a PGCE/PGDE or at any time before the start date, you will be entitled to a full refund of any fees paid for the PGCE/PGDE. This applies to all methods of payment. Discounts can only be used once.
23. If you have had your fees paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from The Open University, you are not eligible for a refund for the grant element of the fee.
24. You may apply for consideration of a discretionary fee discount if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the

conditions specified by the University. The Discretionary Fee Discounts Policy is set out in Part IV F below.

PGCE/PGDE Refunds and Tuition Fee Loan liability

25. You are liable for 100% of your fee at registration. If you withdraw on or after the 14th day of your PGCE start date you will be liable for a proportion of the student loan or eligible for a refund as shown in Tables 9-12.

Table 9 (modules starting from September-December)

Table 10 (modules starting from January-March)

Table 11 (modules starting from April-June)

Table 12 (modules starting from July-August)

Table 9 PGCE/PGDE beginning September – December 2012

	Tuition fee loan (England/Northern Ireland)	Self funded
Period	Loan liability	Refund
Up to module start	0%	100%
Module start to Day 13	0%	100%
Day 14 to 31 December	25%	75%
1 January to 31 March 2013*	50%	50%
1 April 2013 onwards	100%	0%

Table 10 PGCE/PGDE beginning January – March 2013

	Tuition Fee Loan (England/Northern Ireland)	Self funded
Period	Loan liability	Refund
Up to module start	0%	100%
Module start to Day 13	0%	100%
Day 14 to 31 March 2013	25%	75%
1 April 2013 to 31 July 2013	50%	50%
1 August 2013 onwards	100%	0%

Table 11 PGCE/PGDE beginning April – June 2013

	Tuition Fee Loan (England/Northern Ireland)	Self funded
Period	Loan liability	Refund
Up to module start	0%	100%
Module start to Day 13	0%	100%
Day 14 to 31 July 2013	25%	75%
1 August 2013 to 31 December 2013	50%	50%
1 January 2014 onwards	100%	0%

Table 12 PGCE/PGDE beginning July – August 2013

	Tuition Fee Loan (England/Northern Ireland)	Self funded
Period	Loan liability	Refund
Up to module start	0%	100%
Module start to Day 13	0%	100%
Day 14 to 31 December 2013	25%	75%
1 January 2014 to 31 March 2014	50%	50%
1 April 2014 onwards	100%	0%

D. Postgraduate students (non-PGCE/PGDE)

26. If you withdraw from a module before the module start date, or within 21 days of registration, you will be entitled to a full refund of your module fee.
27. If you withdraw from a module after the module start date, you will not be entitled to any refund of your module fee.
28. Table C tells you the discount you are entitled to on future courses (starting within 18 months of your original course start date) if you decide to cancel your registered course.

To calculate the $\frac{1}{3}$ date and $\frac{2}{3}$ date for your registered course, use Table D.

Table C Discount off future courses (starting within 18 months of your original course start date) if registration is cancelled

Liability point	Discount
If you cancel once your course has begun, but not later than 28 days from the course start date	You can change to a course that starts within 18 months of your original course start date and you will be entitled to a discount equal to 80% of your original course fee.
If you cancel more than 28 days from the course start date but before the $\frac{1}{3}$ date	You can change to a course that starts within 18 months of your original course start date and you will be entitled to a discount equal to 60% of your original course fee.
If you cancel after the $\frac{1}{3}$ date but before the $\frac{2}{3}$ date	You can change to a course that starts within 18 months of your original course start date and you will be entitled to a discount equal to 30% of your original course fee.
If you cancel after the $\frac{2}{3}$ date	You will not be entitled to a discount.

Table D: How to work out the $\frac{1}{3}$ and $\frac{2}{3}$ dates that apply to your registered course

Start date	Date course ends	$\frac{1}{3}$ date	$\frac{2}{3}$ date
February	October	30 April	31 July
February	April	28 February	31 March
February	June	31 March	31 May
May	April	31 August	31 December
May	October	30 June	31 August
May	July	31 May	30 June
August	October	31 August	30 September
September	October	28 February	30 June
September	January	20 October	8 December
October	April	30 November	31 January
October	June	31 December	31 March
October	October	31 January	31 May
November	October	28 February	30 June
November	April	31 December	28 February
November	January	30 November	31 December

29. 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 your new module is cheaper than the original, you will receive a full refund of the difference.
30. If you want to change your module any time after the module start date, you will have to withdraw from your current module and register on your new module, even if you want to change to a later presentation of the module you are currently registered on. You may be entitled to a discount on the fee of another module, as long as it will start within 18 months of the start date of your original module and you have paid the module fee in full at the date of the transfer. You must pay any difference in the fee before we can register the change. Please see Table C for full details. You will not be entitled to a discount on any other module if the date of your withdrawal is on or after the first day of any residential school that you must go to. Short modules do not qualify for any such discount.
31. You can only use your discount once. If you decide not to study on a module on which you have used a discount, we will refund any extra fees that you paid at the time of the transfer, as long as you withdraw before the start date of the later module. If you withdraw after the module has started you will not receive a further discount off future module fees.
32. If you have paid your own fees (with or without an Open University Student Budget Account credit agreement) or a sponsor has paid your fees, or you have had a grant to pay your fees, you may be eligible for a discount on the fee for a future module beginning within the relevant period of validity.
33. If you have paid your fees using a combination of payment methods, you will have discounts and refunds applied across all deferred modules in proportion to the sums covered by the different payment methods.
34. You may apply for consideration of a discretionary fee discount if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by the University. The Discretionary Fee Discounts Policy is set out in Part IV F of this document.

E. Non-Accredited Learning and Continuing Professional Development (CPD)

If you withdraw within seven days of registering for a Non-Accredited Learning or Continuing Professional Development module you will be entitled to a full refund of any fees paid. This applies to all methods of payment. If you withdraw seven days after registering, you are not entitled to any refund of fees paid or discount off future study.

F. The Open University's Discretionary Fee Discount and Refund Policy

You may apply for consideration for a discretionary fee discount 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 the following table.

Table E: Conditions specified by Senate

Criterion	Conditions and notes	Supporting evidence required
1. Death of yourself, 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 (exceptions may be made if death has taken place within six weeks of application).
2. Unforeseen prolonged and serious illness of yourself or a close family member.	If you have ongoing medical problems the condition needs to have worsened or deteriorated since the module start date, i.e. it could not have been anticipated that the illness or condition would have adversely impacted on study at the outset of the module.	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. 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.
4. Military deployment.	If you are drafted to a war zone.	Hard copy or email notification followed by documentary evidence. e.g. letter or email from your commanding officer.
5. Exceptional circumstances 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.

An application for a **discretionary fee refund** can only be considered under the following conditions:

- Death (your own)
- Serious maladministration on the part of the University as a result of which you do not wish to continue studying with the University
- Unforeseen prolonged and serious illness of yourself or close family member where you are unable to return to study within 24 months (of the start date of the module you have withdrawn from)

Section V: Fees for repeating modules

A. Introduction (All Accredited Study)

1. You may repeat study of any Open University module that you have not been awarded credit for unless Module Regulation MS 1.1(c) applies to you. (This restricts further registration or enrolment if in three eligible presentations of study you do not complete at least one module successfully).
2. You may only repeat study of a module that you have already been awarded credit for if the circumstances specified by Senate under Module Regulation MS2.7 apply. (That is, you have not achieved a threshold grade specified for you to be able to progress in your qualification).
3. If study of a module is repeated you will be required to register or enrol for that module and the full fee for that module will apply unless you are eligible for a reduced module fee under part B below.

B. Reduced module fees for repeating modules

4. Failure of a module

If you have failed (as defined in Module Regulation MS2.6) an undergraduate module a reduced module fee will be payable in place of the full module fee in the following circumstances.

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

5. Failure to achieve a specified performance threshold

If you have been awarded credit for an undergraduate module but failed to reach a performance threshold specified under General Qualification Regulation (Registered Undergraduate Qualifications) GQR 2.2.6 a reduced module fee will be payable in place of the full module fee in the following circumstances.

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

Section VI: Short modules and Tuition Fee Loans in England

1. This section applies to undergraduate students ordinarily and lawfully resident in England who are using a Tuition Fee Loan from Student Finance England to pay their tuition fees and who are studying an Open University qualification which includes 'short modules' which have a credit value of less than 30 credits.
2. The rules for Tuition Fee Loans require that a minimum of 30 credits must be studied during an academic year in order for the fees to be eligible for a loan. These 30 credits cannot be achieved by 'bundling' other short modules which have a credit value of less than 30.
3. This means that if you wish to use a Tuition Fee Loan to pay the fees for a short 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 academic year as the short module and on either the same or an earlier presentation.
4. You can only use a Tuition Fee Loan to pay for a short module that is credit bearing and is either:
 - a) a compulsory module in your registered qualification; or
 - b) is eligible to be counted to your declared qualification.

If you are registered for a qualification and you have changed your registered qualification to the Open Degree after studying a short module towards your original qualification, you may enrol for a further short module in order to achieve a total of 30 credits from short modules. The further short module must also have been compulsory in the qualification pathway that you have changed from. If you have changed your registered qualification to any other qualification you will only be able to enrol for short modules that are compulsory in the new qualification.

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 short module. You cannot use a Tuition Fee Loan as part payment for a short module.
6. If you defer or withdraw from your 30 or 60 credit module before the start date of the short module, so that the credit value of your current study, not counting the short module, drops below 30 credits your enrolment or registration for the short module will be cancelled unless you provide an alternative method of payment in place of the Tuition Fee Loan.
7. If you defer or withdraw from your 30 or 60 credit module after the start date of the short module so that the credit value of your current study, not counting the short module, drops below 30 credits you will no longer be eligible for a Tuition Fee Loan for the short module and you will become liable to pay the fee yourself using another payment method. (See Paragraph 4 of the Conditions of Registration for details of what may happen if you do not pay your fees.)
8. If, for any other reason, you cease to be eligible for a Tuition Fee Loan to pay the fees for a short module and you have not cancelled your enrolment or registration for that

module before the start date of the module, Student Finance England and/or The Open University (or their agent) reserve the right to claim the short module fee from you.

9. The Deferrals and Withdrawals Policy sets out the circumstances in which you may defer or withdraw from a short module. Your eligibility for a fee refund or fee discount, if any, will be determined in accordance with the Section IV above.

Summary of change made in this policy during 2013

December

- Section II.B.7 – date amended