

## Fee Rules (Undergraduate Study) 2017/18

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

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## Introduction

1. This document sets out the rules for the fee scheme which applies to you and which determines the fees that you may have to pay to study with The Open University (OU), the rules about payment of fees and the fee refunds or fee credits which you may be eligible for if there is a change in your study plans.
2. The Conditions of Registration, which you agree to when you register to study with The Open University, set out your obligation to pay fees. Those Conditions also contain the rules on what may happen if those fees are not paid.

### A Who these Fee Rules apply to

3. These 2017/18 Fee Rules apply to all matters concerning fees for an undergraduate module for which you registered, either on a standalone basis or as part of a declared undergraduate qualification, in the academic year 2017/18. If you register for a module in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study.
4. You will have been identified as being eligible for Transitional Arrangements if you are a student in England or outside the UK, you have been studying since before August 2012, you have declared a transitional qualification and you have met other specified eligibility requirements. If you have met these criteria and have now also been deemed eligible for an additional year of discounted fees please see the [Fee Rules \(Additional Year of Discounted Fees\) 2017/18](#) for the rules that apply to you.
5. If you are studying towards a postgraduate qualification or studying a postgraduate module as on a standalone basis, please see the [Fee Rules \(Postgraduate Study\) 2017/18](#) for the rules that apply to you.

### B. Setting and changing fees

6. Fees are set by the Council of The Open University and are published in the course information in the online prospectus.
7. The Open University may charge different fees for students in different countries, for different levels of study, for different modules and for students who start or change their studies at different times. This is because the way in which higher education is funded may be different; the costs of providing educational services may be different; or because we provide a different range of services.
8. The Open University provides its students with the flexibility to study towards qualifications over an extended period of time and it may therefore be necessary to make changes in fees and charges and the rules relating to liability, payment, refunds and credits during that time. The Open University may amend fees and these 2017/18 Fee Rules or the way in which it applies them from time to time in order to:
  - Pass on efficiency gains and cost savings to students;
  - Increase fees to cover increased costs to The Open University. Any such increase will be limited to the maximum inflationary increase set for continuing students by the Office for Fair Access;

- Ensure that, in the case of option modules only, where there has been an unforeseen increase in costs and/or a significant reduction in student enrolments, The 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;
  - Ensure the efficient, economic and equitable use of The Open University resources;
  - Comply with changes in legal or regulatory requirements;
  - Meet additional costs of providing educational services arising from the requirements of a professional body for the recognition or accreditation of a module or qualification;
  - Take into account changes in the public funding of higher education or The Open University;
  - Support or enhance students' ability to secure financial support for their studies;
  - Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study;
  - Correct errors or improve clarity and accessibility of the Fee Rules;
  - Take advantage of new technologies, methods, ideas and opportunities.
9. Where such changes are to be made The Open University will follow its rules for governance approval of those changes including, where appropriate, consultation with and informing students or their representative bodies.
10. The Open University will give reasonable notice of changes to fees and Fee Rules, and the date they take effect.

## **Section I Your fee liability**

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

1. You have the right to withdraw from study with no fee liability provided you do this within 14 days of the confirmation of your registration or at any time prior to your study commencing. Details of how you can do this are set out in the [Cancellation Procedure](#).
2. When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY). The SAY that you fall into is determined by the start date of the first module you study with us towards your chosen qualification. Your SAY may change if you take a break in your studies or if you change your qualification intention. The SAYs are defined in Table 1.

**Table 1. Seasonal academic years**

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

3. Under the [Academic Regulations \(Taught Courses\) from 2016 onwards](#) you are not permitted to register or enrol for study if the fees payable for that study would exceed the maximum fee, if any, that The Open University is legally entitled to charge in a relevant academic year. You may be required to withdraw or defer from enrolled and/or registered modules if the fee limit has been exceeded.
  - i) If you are liable to pay a UK England fee 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 the 2017/18 SAY is £6,935.
  - ii) There are no legal maximum fees in Wales, Northern Ireland or Scotland.
  - iii) There are no legal maximum fees for students studying outside the UK.
4. 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.
5. If you are intending to pay your fees with a part time fee grant in Northern Ireland or Wales or a tuition fee loan in England, or Wales, you must study modules in a SAY with a minimum total value of 30 credits in order to be eligible for the fee grant or fee loan.
6. If, after module start, you defer a module or modules as a result of which 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 [Section V](#) for more information if this applies to you.
7. The amount of the fee for the modules you are registered or enrolled to study, based on these rules, and the approved payment method you are using to pay those fees, are set out in your registration confirmation correspondence. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the registration confirmation correspondence.
8. If you 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 under [Section VI](#) below. You are liable for meeting any other expenses that you may incur in connection with your attendance at residential school and any such expenses will not be reimbursed by The Open University.

9. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional international examination fee for any module that has an examination as the examinable component. This includes all resit and retake presentations.
10. Our acceptance of any form of third-party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. We will normally require confirmation of your eligibility before we agree to your registration. If you are permitted to register before the confirmation is received we may cancel your registration under the [Conditions of Registration](#) if you do not obtain that confirmation within a reasonable time.
11. If we have accepted payment from you or an agreed payment method which has been confirmed and, subsequently that payment or confirmation is withdrawn we may cancel your registration and recover any fees which are due from you, as set out in the [Conditions of Registration](#).
12. If you are in debt to The Open University you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted and you discharge the debt or make an arrangement with The Open University to discharge the debt.
13. Please refer to section 2 of the [Conditions of Registration](#) for further details about what The Open University may do if you fail to pay your fees.

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

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

## **Section II Working out your fee liability**

### **A. Introduction**

1. This section sets out how we work out which fee scheme applies to you, so that we can charge you the correct fee for your circumstances. These rules are used to work out whether or not you are liable for the Standard Fee Scheme or the Devolved UK Nation Fee Scheme.
2. The fee scheme which applies to you is based on your 'home address' (i.e. where you are ordinarily and lawfully resident) on the first day of the academic year of your first module and not a temporary or work address. The Open University reserves the right to request evidence from you to confirm your home address. The rules set out in the [Appendix](#) are used to work out 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 other fee territories applies to you.
3. If you have declared or registered for a qualification the fee scheme determined as above will continue to apply for the duration of that qualification unless you move outside of the UK.
4. If you are studying a module as a standalone course, your fee scheme will be reassessed each time you register for a module.
5. If for any reason, you cease to study towards a declared or registered qualification your fee scheme will be reassessed when you resume your studies, dependent on the time at which your studies resume and the nature of that study.
6. The financial support available to students is different in the four UK nations and your eligibility (if any) for that financial support will also be based on the fee scheme that applies to you.

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

7. If you move home during your studies your fee may change. You must notify us within a reasonable time if you change your address, change where you are ordinarily and lawfully resident, or if any of your contact details change.
8. If you are liable for a “standard” fee you may use a delivery address which is different from your home address.
9. If you liable for a devolved UK nation fee, you may only use a delivery address within the UK, even if you are temporarily outside the UK; 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. If you are temporarily resident outside the UK, you will have to give an address in the UK for delivery of your study materials and arrange for them to be forwarded at your own cost.

## **C. Liability for Standard Fees**

10. 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 D.

## **D. Liability for a devolved UK nation fee**

11. You are liable to pay fees under the devolved UK nation fee scheme if your home address is in Northern Ireland, Scotland or Wales on the relevant date as set out in either paragraph 2 or paragraph 3 above.

## **E. Students with a home address in Wales**

12. This section applies to eligible undergraduate students ordinarily and lawfully resident in Wales. It is not applicable to postgraduate students or to students ordinarily and lawfully resident in any other UK nation or outside the UK.
13. From 1 September 2014, students in Wales who are new undergraduate students in Wales, or are resuming Open University study after a break of more than a year, are eligible to apply for a part time tuition fee loan. Those students who began their Open University study prior to the 1 September 2014 are entitled to continue to study under the financial support arrangements in place when they began study. This section summarises the eligibility criteria to study under these transitional financial support arrangements.
14. Students eligible for a tuition fee loan will pay the same devolved UK nation fee as those eligible for transitional financial support arrangements.
15. Transitional financial support arrangements commenced from 1 September 2014 and eligible students have been notified.
16. This section sets out the rules for eligibility for those transitional financial support arrangements. Note that this support is means tested and that eligibility can only be confirmed following the submission of a formal application for financial support.
17. You will have been identified as eligible for transitional financial support arrangements if you have declared a qualification and studied a module, starting on or after 1 September

2014 and before 31 August 2015, that is linked to that qualification; and at least one of the following applied to you:

- a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2012 and before 31 August 2013.
  - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2013 and before 31 August 2014 and you remain registered on the first day of the module.
18. You will remain eligible for transitional financial support arrangements if you continue to study towards your declared transitional qualification. This means you must register and start a module(s) that is linked to your transitional qualification(s) during each academic year until 31 August 2019 (each academic year runs from 1 September – 31 August).
  19. You will no longer be eligible to apply for transitional financial support arrangements when you have gained sufficient credit to be awarded the transitional qualification(s), whether or not you accept the award of that qualification, or lose eligibility through other criteria.
  20. You may change your transitional qualification(s) before 31 August 2019, if you receive academic authority from The Open University to do so.
  21. If you first registered with The Open University for a qualification beginning on or after 1 September 2014 and you are topping up an existing undergraduate qualification, you will be eligible for transitional financial support providing that you are studying towards a first degree with honours taken (disregarding any normal intervening vacation) immediately after successful completion of one of the following part-time qualifications:
    - Higher National Certificate (HNC)
    - Certificate of Higher Education (CertHE)
    - Higher National Diploma (HND)
    - Diploma of Higher Education (DipHE)
    - Foundation Degree
    - First Degree without Honours.

## **F. Students with a home address in Northern Ireland**

22. This section applies to eligible undergraduate students ordinarily and lawfully resident in Northern Ireland. It is not applicable to students ordinarily and lawfully resident in any other UK nation or outside the UK.
23. From 1 August 2017, all students in Northern Ireland are eligible to apply for a part-time tuition fee loan in addition, or as an alternative, to the existing scheme of part-time fee grant support.
24. Fee grant support is means tested and eligibility can only be confirmed following the submission of a formal application for support.
25. 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 cover the balance in full at the point of registration.



## Section III Fee refunds and fee credits policy

### A. Introduction

1. The fee refunds and fee credits policy set out below applies to undergraduate students who defer or withdraw from a module which commenced during the academic year 2017/18 (1 August 2017 to 31 July 2018). It applies to students registered for undergraduate qualifications (including an integrated masters' degree), 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. The policy is subject to annual review and may be modified or withdrawn for modules which start in any subsequent academic year.
3. If you have deferred a module in a previous academic year, your entitlement to a fee credit, if any, is set out in the Fee Rules for the relevant year.
4. If you are considering deferring your studies, you should contact us to confirm your entitlement to any fee refund or fee credit towards future study. General principles are set out below. This document needs to be read in conjunction with the [Deferrals and Withdrawals Policy](#) available from the [Essential Documents](#) site.
5. In order to be eligible for any fee refund or fee credit under this policy, you must have followed our [Cancellation Procedure](#) to defer or withdraw from your studies. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a fee refund or fee credit will be determined under the rules set out in that procedure.
6. You agreed to pay your fees when you registered to study. Unless you are entitled to a refund under this policy you must still pay your fees even if you subsequently defer your studies. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) credit agreement you are required to maintain your payments under that agreement even though you may have withdrawn from and/or deferred your study with The Open University. If there is any change to your fee liability or payment schedule as the result of deferring or withdrawing from your studies OUSBA will contact you directly.
7. If you are in debt to The Open University for your fees, you cannot use a fee credit to reduce the value of your debt. You will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted.
8. If you do not register or enrol for further study within the period of validity of a fee credit, the credit will cease to be available, and The Open University is not liable to refund any part of the original fees for the module that was deferred.
9. The rates of fee refund and fee credit that may apply and the period of validity of a fee credit are determined as set out below.

## B. Fee Refunds

10. 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 confirmation of your registration. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
11. To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).
12. If you defer or withdraw more than 14 days after the date of confirmation of your registration for a qualification or module but before module start, you will be entitled to a full refund of any fees paid for the module.
13. 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 place of study, funding method and the date on which you began your qualification or module. These entitlements are defined in section D.
14. If you have paid your fees (wholly or in part) with a tuition fee loan and you defer your studies, you may be eligible for a fee credit in respect of the fees paid up to the date of your deferral. 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. If you cease to study but you have not informed us, under the [Cancellation Procedure](#), that you are deferring you will not be eligible for a fee credit, but your loan liability will be adjusted from when you ceased to study.
15. If you have had your fees paid (wholly or in part) by a grant from a UK government or government agency (or equivalent), or from The Open University, you are not eligible for a refund for the grant element of the fee. You may be eligible for a credit on the fee for a module beginning within the relevant period of validity.
16. 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 credit towards the fee for a module beginning within the relevant period of validity.
17. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) and you wish to defer your studies you may be eligible for a fee refund and/or a fee credit towards the fee for a module beginning within the relevant period of validity, depending on where you are resident and whether you are new to The Open University or a continuing student. In order to be eligible for a fee refund and/or a fee credit you must tell either OUSBA or the Open University (using the [Cancellation Procedure](#)) that you are deferring your studies. You should not simply stop studying and/or stop making payments. If you do not formally notify either OUSBA or The Open University you will remain liable for the full fees and for making any payments due under your credit agreement.

### **C. Fee credits**

18. A fee credit is valid for a defined period. If a fee credit has not been used within the period of validity, it expires, and no refund is given. The period of validity is 13 months from the start of the deferred module.
19. If you defer from your first Open University module, your fee credit may be applied to any alternative module which starts within 13 months of your deferred module's start date.
20. If you defer from a subsequent module, unless paragraph 21 applies, you may only apply a credit to a future presentation of the deferred module, this can include a different version of the same module. Where the module is no longer available, The Open University may designate another module or modules as equivalent for the purpose of applying credits.
21. You may apply a credit to an alternative module if;
  - a) There is evidence that the deferred module was academically unsuitable for you and you have received academic advice from your Student Support Team that an alternative module will benefit completion of your study goal or qualification; or
  - b) There are compelling personal circumstances as a consequence of which you are unable to complete the deferred module and you have received academic advice from your Student Support Team that an alternative module is more appropriate; or
  - c) There is evidence that you were misadvised to study the deferred module and have received academic advice from your Student Support Team that an alternative module is more appropriate.
22. Fee credits are calculated on the fee paid for the deferred module. When you return to study you will be liable to pay any difference in the fee.
23. If you have paid your fees using a combination of payment methods, you will have credits and refunds applied in proportion to the sums covered by the different payment methods. This includes if your fee was paid by a third party. Refunds on a third-party payment result in a refund to the third party. Credits on a third-party payment are credited to the student.
24. If you defer with assessment banking you will be awarded the standard fee credit at the point of deferral. A further discount will be applied at the point you formally return to the module. The additional discount will be calculated to ensure that your total fee liability for the two modules is equivalent to a single module fee plus any inflationary increases applicable to the later module fee.
25. A fee credit can only be applied to a module once after the relevant liability period commences. If you use a fee credit together with another payment option for a module and you withdraw from that module you will not be eligible for a further fee credit for that module in respect of either the proportion paid using the fee credit or any additional fee paid unless the conditions in paragraph 26 below apply. If Tables 2-5 apply to you may be eligible for a reduction in Tuition Fee Loan liability or a refund only in respect of any additional fee paid.
26. You may apply for consideration of a discretionary fee credit or refund if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting

the conditions specified by the University. The Discretionary Fee Credit and Refund Policy is set out in [Section E](#) below.

27. There are regulations concerning the payment of fees for modules of less than 30 credits for students ordinarily and lawfully resident in England, Wales and Northern Ireland. These are outlined in the Low credit value modules and Tuition Fee Loans policy in [Section V](#) below.

**D. Levels of fee liability, fee refund and/or fee credit**

28. This paragraph and tables 2 to 5 apply to:

- a) Undergraduate students who are liable for a Standard Fee;**
- b) Undergraduate students with a home address in Wales (excluding students continuing to study qualifications which began prior to 1<sup>st</sup> September 2014).**
- c) Undergraduate students in Northern Ireland**

If you defer between the first day of your module and the 13th day of your module you have no loan liability to Student Finance England (SFE), Student Finance Wales (SFW), Student Finance Northern Ireland (SFNI) nor to the University. If you or a sponsor have paid the fee we will refund the fee. If you have paid with a loan from OUSBA Limited the loan agreement will be cancelled. If you defer on or after the 14th day of your module you will be liable for fees as set out in the table and eligible for a credit on the fee for a future module beginning within 13 months.

More than 13 days after module start a fee credit is only awarded as a result of the deferral of modules of 30 credits or more.

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

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

**Table 2. Modules beginning September – December 2017**

Period	Funding from SFE, SFW or SFNI		OUSBA, self-pay or sponsorship	
	Funding liability to SFE, SFW or SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December 2017	25%	25%	75%	25%
1 January to 31 March 2018*	50%	25%	50%	25%
1 April 2018 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

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

**Table 3. Modules beginning January – March 2018**

Period	Funding from SFE, SFW or SFNI		OUSBA, self-pay or sponsorship	
	Funding liability to SFE, SFW or SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 March 2018	25%	25%	75%	25%
1 April 2017 to 31 July 2018*	50%	25%	50%	25%
1 August 2018 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

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

**Table 4. Modules beginning April – June 2018**

Period	Funding from SFE, SFW or SFNI		OUSBA, self-pay or sponsorship	
	Funding liability to SFE,SFW or SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 July 2018	25%	25%	75%	25%
1 August 2017 to 31 December 2018*	50%	25%	50%	25%
1 January 2019 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

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

**Table 5. Modules beginning July – August 2018**

Period	Funding from SFE, SFW or SFNI		OUSBA, self-pay or sponsorship	
	Funding liability to SFE,SFW or SFNI	Fee Credit	Refund	Fee Credit
Up to module start	0%	0%	100%	0%
Module start to Day 13	0%	0%	100%	0%
Day 14 to 31 December 2018	25%	25%	75%	25%
1 January 2018 to 31 March 2019*	50%	25%	50%	25%
1 April 2019 to final deferral date	100%	25%	0%	25%
After final deferral date	100%	0%	0%	0%

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

29. This paragraph and [Table 6](#) apply to:

**d) Undergraduate students in Scotland**

**e) Undergraduate students in Wales continuing declared qualifications which began prior to 1 September 2014.**

f) If you defer on or after your module start date, you will be eligible for a fee credit towards the fee for a future module beginning within 13 months.

The amount of fee credit applied is 25% of the module fee for the module you have deferred.

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

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

**Table 6. Modules beginning 1 August 2017-31 July 2018**

<b>Date of deferral</b>	<b>Refund</b>	<b>Fee Credit</b>
Before module start	100%	0%
Module start to final deferral date	0%	25%
After final deferral date	0%	0%

30. 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 7, you will not receive a part-time fee grant but 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).

**Table 7. Withdrawal cut-off dates for Scottish part-time fee grants**

<b>Module start date</b>	<b>Withdrawal cut-off date</b>
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

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

31. You may apply for a **discretionary fee credit**, over and above any standard fee credit that you may be entitled to, if you have had to defer a module due to difficult personal circumstances and can provide evidence of meeting the conditions approved by The Open University Senate in [Table 8](#). An application for a discretionary fee credit or refund must be submitted within 13 months of the start date of the module you have deferred from.

Note that it is not enough that you meet one of the conditions. The key point is that something has changed and that has prevented you from studying. For example, telling us that you had back surgery would not be sufficient. You would need to provide a clear statement of why this prevented you from studying and completing your module successfully and evidence to support what you have told us about your circumstances.

32. A discretionary fee credit may be awarded for up to 100% of the fee paid for the module that you have deferred and/or to extend the period for which a fee credit will remain available to a maximum period of 25 months after the start date of the module that you deferred. These maximum limits are likely to apply only in exceptional circumstances.
33. Applications for discretionary fee credits must be submitted to your student support team. Your case will be reviewed by a senior manager, or their delegated authority, 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.
34. Exceptional awards for cases which fall outside the normal criteria for consideration may be agreed by the University Secretary, the Director, Academic Services or the Director, Academic Policy & Governance.



**Table 8. Conditions approved by University Senate**

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

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

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

## Section IV Fees for repeating modules

### A. Introduction

1. You may repeat study of any Open University module that you have not been awarded credit for unless under the [Academic Regulations \(Taught Courses\) from 2016 onwards](#) you are not eligible to register or enrol for another module because you have not made sufficient academic progress in your previous studies.
2. You may only repeat study of a module that you have already been awarded credit for if the circumstances specified by Senate under the [Academic Regulations \(Taught Courses\) from 2016 onwards](#) 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. The fee you pay is the relevant fee in place at the time when you repeat the module.

### B. Reduced module fees for repeating modules

4. A reduced module fee is available if you meet the all the criteria in either paragraph 6 or 7 below. This fee will be the full fee applicable at the time you register to repeat the module, minus 25% of the fee paid for the module that you failed. This fee is applicable to repeating a module which started after 1 August 2016. Fees for repeating modules which started prior to this date are covered by the 2015/16 Fee Rules
5. A student who defers from either S111 or T192 and can meet the criteria in either paragraph 6 or 7 below is eligible for a repeat fee which is equal to 10% of the standard fee for the module. In all other circumstances the repeat fee rule above will apply.
6. Failure of a module.

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

- a) You are repeating study of a module that you have previously failed, or where that module is no longer available, a module which the University has designated as equivalent (if any).

- b) You have not already had a reduced module fee applied to that module on a previous occasion.
- c) You did not defer the module that you failed, either with or without assessment banking, except in circumstances to which Table 8 of these rules applies (conditions approved by University Senate for discretionary fee credits).

For the module that you failed, you had participated in all activities to the satisfaction of the University, including any residential school element, and participated in the end of module assessment by attending the examination or submitting the examinable component as appropriate.

- d) You have applied to register or enrol to repeat the module on a presentation which starts within 13 months of the start of the module that you failed.

7. Failure to achieve a specified performance threshold.

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

- a) You are permitted, as set out in paragraph 2 above, to repeat study of that module or, where that module is no longer available, a module which the University has designated as equivalent (if any).
- b) You have not already had a reduced module fee applied to that module on a previous occasion.
- c) You have applied to register or enrol to repeat the module on a presentation which starts within 13 months of the start of the module for which you failed to reach the performance threshold.

## **Section V Low credit value modules and Tuition Fee loans**

1. This section applies to undergraduate students who are using a Tuition Fee Loan to pay their tuition fees and who are studying an Open University qualification which includes a module which has a credit value of less than 30 credits (a 'low credit value module').
2. The rules for Tuition Fee Loans require that a minimum of 30 credits must be studied during an SAY in order for the fees to be eligible for a loan. These 30 credits cannot be achieved by 'bundling' low credit value modules.
3. 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.
4. 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
  - b) Is eligible to be counted to your declared qualification.

5. If you are registered for a qualification and you have changed your registered qualification to the Open Degree after studying a module with a credit value of less than 30 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. The further low credit value 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 low credit value modules that are compulsory in the new qualification.
6. 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.
7. 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.
8. 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 credit value of your current study drops below 30 credits you will no longer be eligible for a Tuition Fee Loan for the that module and you will become liable to pay the fee yourself using another payment method. (See the [Conditions of Registration](#) for details of what may happen if you do not pay your fees.)
9. 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) reserve the right to claim the module fee from you.
10. The [Deferrals and Withdrawals Policy](#) sets out the circumstances in which you may defer or withdraw from a low credit value module. Your eligibility for a fee refund or fee credit, if any, will be determined in accordance with the [Section III](#) above.

## **Section VI Accommodation charges for residential schools**

1. This section applies to students enrolled on a residential school module or a module which includes an embedded residential school who are resident in England or resident outside of the UK (including the Republic of Ireland) and liable for the Standard Fee Schemes.
2. This section does not apply to students who are resident in Northern Ireland, Scotland or Wales or to students in England studying a residential school module, or module with an integrated residential school, under Transitional Fee arrangements.
3. If this section applies, an additional charge (“the accommodation charge”) is payable for the cost of accommodation and meals provided for those attending that residential school, 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 Student Recruitment that you intend to make independent arrangements for your accommodation and meals during your attendance at the residential school;
  - d) You will be participating in the Alternative Learning Experience (where available) instead of attending the residential school.
4. 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.
  5. The accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given.
  6. 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 paragraph 13 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.
  7. 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.

8. The 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.
9. 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 from the [Residential Schools Office](#).
10. If you defer or withdraw from a residential school module or a module which includes an embedded residential school, [Section III](#) above (Fee refunds and fee credits policy) will apply to the tuition fee payable for that module but not to the accommodation charge.
11. 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:
  - i) Intending to make independent arrangements for accommodation and meals;
  - ii) Unable to attend the residential school and wish to make arrangements to participate in the Alternative Learning Experience (where available);
  - iii) Deferring study of the module to a later presentation;
  - iv) Withdrawing from the module;
12. You must notify The Open University as set out in the [Cancellation procedure](#). A refund of an accommodation charge will be made by the same method that the charge was paid.
13. 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 [Section III](#) above.

## Appendix Fee Areas

### A. Introduction

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

### B. Eligibility for UK fees

#### (a) UK nationals

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

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

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



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

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

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

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

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

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

- Spouse or civil partner
- Child

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

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

has been ordinarily and lawfully resident in the EEA, Switzerland or an Agreed Overseas Territory for the three years prior to the first day of the academic year of your module.

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

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

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

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

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

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

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

## **D. Definitions**

### **16. Settled Status**

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. Temporarily Absent**

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.

### **18. EEA countries**

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

### **19. 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

# Fee Rules (Undergraduate Study) 2017/18

## Summary of changes

Fee Rules (Undergraduate Study) 2017/18

Summary of changes to Fee Rules Fee Rules (Undergraduate Study) 2016/17

- Section I A (4): Maximum fee that can be charged to students liable to pay a UK England fee for an undergraduate qualification during 2017/18 SAY amended to £6935 in line with change in government regulations.
- Section I A (5): Paragraph added to clarify the minimum credit value required to qualify for a part-time fee grant in Scotland.
- Section I A (8): Reference to registration confirmation correspondence added for clarity.
- Section I A (13): Amendment to clarify position of students who are in debt and wishing to resume studies with the University (point re-iterated in Section III Fee refunds and credits policy).
- Section I (15): Information relating to fees charged by a student's Local Education Centre removed for simplicity.
- Section II F (22-25) Information relating to students in Northern Ireland added to reflect the updated funding arrangement.
- Section III B (12): Reference to registration confirmation correspondence added for clarity.
- Section III B (13): Paragraph added to clarify entitlement to refund or waiver if a student defers or withdraws after their module has started and more than 14 days after date of confirmation of registration.
- Section III C (19): Paragraph added to clarify if student received a fee credit on deferral of their first module the credit can be applied to an alternative module within the period of validity.
- Section III C (24): Paragraph added to provide information on Assessment Banking discount.
- Section III D (28) Fee liability, fee refund and fee credit tables amended to reflect updated fee liability levels for students in Northern Ireland.
- Section III E (33 and 34) Paragraphs added to provide information on Discretionary Fee Credit application and cases which fall outside of normal criteria for consideration.
- Section IV B (4) Amendment to the reduced retake fee eligible students are required to pay.

Miscellaneous drafting changes to improve clarity and correct errors and omissions throughout document.

29 March 2017

- Erratum in Section 1, Paragraph 4 corrected from 60 credits to 30 credits.

July 2017

- Definition of 'temporarily absent' added to Appendix 1, and wording in paragraph B6 amended for clarification of terminology