

Fee Rules (Additional Year of Discounted Fees) 2017/18

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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.

A. Who these Fee Rules apply to

1. These 2017/18 Fee Rules will apply to all matters concerning fees for studies undertaken as part of an undergraduate qualification or an integrated master's degree for which study commenced before August 2012 and for which the additional year of discounted fees is applicable.
2. You will have been identified as being eligible for an additional year or discounted fees if you are a student in England, the Republic of Ireland or outside the UK, you have maintained your eligibility for transitional arrangements up to the end of the 2016/17 academic year and you are studying on the Open Programme or have been granted an exception to complete your old framework named qualification in 2017/18.
3. If you register for a taught course or standalone module in a subsequent year, the Fee Rules in force at the time of that registration will apply to that further study.
4. If you are studying an undergraduate module as a standalone course or as part of undergraduate qualification which commenced after 1 August 2012 please see the Fee Rules (Undergraduate Study) 2017/18 for the rules that apply to you.
5. If you are studying a postgraduate module as a standalone course or as part of a declared postgraduate qualification please see the Fee Rules (Postgraduate Study) 2017/18 for the rules that apply to you.

Section I Your fee liability

A. Fees for students registering directly with The Open University

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

Table 1. Seasonal academic years

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

4. The fee amount for the modules you are registered to study, based on these rules, and the approved payment method you are using to pay those fees, are set out in your Registration Agreement or registration confirmation correspondence. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the Registration Agreement or registration confirmation correspondence.
5. If you wish to sit an examination at a non-established examination centre (usually outside Europe) you may be liable to pay an additional international examination fee for any module that has an examination as the examinable component. This includes all resit and retake presentations.
6. Our acceptance of any form of third party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. We will normally require confirmation of your eligibility before we agree to your registration. If you are permitted to register under the [Conditions of Registration](#) before the confirmation is received we may cancel your registration under those Conditions if you do not obtain that confirmation within a reasonable time.
7. If we have accepted payment from you or an agreed payment method which has been confirmed and, subsequently that payment or confirmation is withdrawn as set out in the [Conditions of Registration](#) we may cancel your registration and recover any fees which are due from you, as set out in those Conditions.
8. If you are in debt to the University you will only be permitted to undertake further study for which any further tuition fees or other charges may become due if you pay in advance or have in place some other secured means of payment for those tuition fees or charges, which we have accepted and you discharge the debt or make an arrangement with The Open University to discharge the debt.

B. Fees for students studying under a partnership agreement

9. 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 Eligibility for the Additional Year of Discounted Fees

A. General

1. The additional year of discounted fees is relevant only to modules studied beginning between 1 September 2017 and 31 August 2018 for undergraduate students whose home address is in England, the Republic of Ireland or other non-UK territories.
2. You will have been previously identified as eligible for transitional fee arrangements if you have declared a qualification (your transitional qualification) and studied a module, starting on or after 1 September 2012 and before 31 August 2013, that is linked to that qualification; and at least one of the following applied to you:
 - a) You have completed a module that is linked to your transitional qualification, which started on or after 1 September 2010 and before 31 August 2011.
 - b) You were registered for a module that is linked to your transitional qualification, which starts on or after 1 September 2011 and before 31 August 2012 and you remained registered on the first day of the module.
 - c) You were given exceptional eligibility under [Section II C](#) below.
3. You will be eligible for the additional year of discounted fees if you were eligible for transitional arrangements for the 2016/17 academic year, and;
 - a) You continued to study towards your declared transitional qualification(s) in the 2016/17 academic year. This means you must have registered for and started a module(s) that is linked to your transitional qualification(s) between 1 September 2016 and 31 August 2017, or;
 - b) You are given exceptional eligibility under [Section II C](#) below, and;
 - c) You have declared an Open Programme qualification as your transitional qualification or have been granted an exceptional extension to allow you to complete your named old framework qualification in the 2017/18 academic year.
4. If you do not meet the eligibility requirements set out in paragraph 2 and 3 you will not be eligible for the additional year of discounted fees. You may be able to continue to study towards your transitional qualification for as long as it remains available, but the Standard Fee (i.e. non-discounted fee) will be payable.
5. The additional year of discounted fees will apply only to module(s) that can count towards your transitional qualification(s). If you wish to register for an additional module, whether as a standalone module or to count towards a declared qualification that is not eligible for transitional arrangements, the Standard Fee in place at the time you register will apply.
6. Any decision made in respect of eligibility for the additional year of discounted fees may be appealed in accordance with the University's [Student Complaints and Appeals Procedure](#).

B. Duration of the Additional Year of Discounted Fees

7. Completion of declared qualification

If you have gained sufficient credit to be awarded that qualification before 31 July 2017, you will not be eligible for the additional year of discounted fees whether or not you accept the award of that qualification.

8. Withdrawal of declared qualification

If you have not completed your transitional qualification by 31 July 2017 and have not been granted an exceptional extension to complete that qualification you will not be eligible for the additional year of discounted fees.

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

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

C. Exceptional eligibility for the Additional Year of Discounted Fees

10. 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 or the additional year of discounted fees and that this may result in significant disadvantage or unfairness to those students.
11. If you think that this may apply to you, perhaps because you have had to take a study break due to illness, family commitments or your situation at work, you can make an application to be considered an additional year of discounted fees on an exceptional basis.
12. Please note that this policy applies only to transitional fee arrangements in England, the Republic of Ireland and non-UK territories.

D. How to apply for exceptional eligibility for the additional year of discounted fees

13. Applications must be made in writing and you must meet all of the following criteria.
 - a. All of your previous study has been undertaken at the transitional fee level.
 - b. You have previously been, or are currently, prevented from studying or completing a module during the transitional period, due to one or more of the exception criteria described below.
 - c. 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).
 - d. You provide a statement of why the special circumstance that applies to you has prevented you from studying.
14. You will receive a response to your application within 20 working days, but a final decision may take longer than this so you should apply as soon as possible and allow for that extra time when you are making your study choices and applying to register.
15. Exceptional eligibility 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 dependent
 - 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.
16. 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 sufficient. You would need to provide:
 - a) A clear statement of why this prevented you from studying and completing your module successfully; and
 - b) Evidence, such as a letter from your doctor, to support what you have told us about your circumstances.

If you are given exceptional eligibility for the additional year of discounted fees under this policy, it will end on 31st July 2018. Any further study undertaken after this date will be at the standard fee.

Section III Fee refunds and fee credits policy

A. Introduction

1. This section applies to students who defer or withdraw from any module in the academic year 2017/18. The policy applies to students registered for modules linked to declared qualifications. It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University.
2. You have a right to cancel your registration to study a module and/or qualification, without giving any reason within 14 days of the confirmation of your registration or at any time prior to your study commencing and you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled.
3. To exercise your right to cancel, you must inform The Open University of your decision to cancel by making a clear statement by letter, email, online form or on the telephone. Full details of how to do this are set out in the confirmation email or letter and in Part A of the [Cancellation Procedure](#).
4. If you are considering deferring your studies, 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 and you discharge the debt or make an arrangement with The Open University to discharge the debt.
8. If you do not register or enrol for further study within the period of validity of a fee credit, the credit will cease to be available, and the University is not liable to refund any part of the original fees for the module that was deferred.

9. The rates of fee refund and fee credit that may apply and the period of validity of a fee credit are determined as set out below.

B. Fee Refunds

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

C. Fee Credits

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

23. The amount of fee credit applied is described in Tables 2-4.

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

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 part D (Discretionary Fee Refunds) applies.

Table 2. Modules beginning September-December 2017

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

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

Table 3. Modules beginning January – March 2018

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

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

Table 4. Modules beginning April – June 2018

Date of deferral	Refund	Credit on future module enrolment
Before module start	100%	0%
Module start to 31 December 2018*	0%	100%
1 January 2019 to final deferral date	0%	70%
After final deferral date	0%	0%

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

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

24. You may apply for consideration for a discretionary fee credit if you have had to defer a module due to difficult personal circumstances and can provide evidence of meeting the conditions approved by the Open University Senate in Table 6. An application for a discretionary fee credit or refund must be submitted within 13 months of the start date of the module you have deferred from.
25. Note that it is not enough that you meet one of the conditions. The key point is that something has changed and that has prevented you from studying. For example, telling us that you had back surgery would not be enough. You would need to provide a clear statement of why this prevented you from studying and completing your module successfully and evidence to support what you have told us about your circumstances.
26. A discretionary fee credit may be awarded for up to 100% of the fee paid for the module that you have deferred.
27. 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.
28. 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 5. Conditions approved by the Senate

Criterion	Conditions and notes	Supporting evidence required
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.

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

29. 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 Open University as a result of which you do not wish to continue studying with The Open 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. If study of a module is repeated you will be required to register or enrol for that module and the full fee for that module will apply unless you are eligible for a reduced module fee under part B below. The fee you pay is the relevant fee in place at the time when you repeat the module.

B. Reduced fees for repeating modules

3. A reduced module fee is available if you meet all the criteria in either paragraph 4 or 5 below. The reduced module fee is 10% of the standard fee in force at the time you register to repeat the module. For modules being repeated in 2017/18 the reduced module fee will be £286.40 for a 60 credit module or £143.20 for a 30 credit module.
4. Failure of a module

If you are an undergraduate student and you have failed a module (as defined in the [Academic Regulations \(Taught Courses\) 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 [Section III D](#) of these rules applies (conditions approved by the Senate for discretionary fee credits).
- d) For the module that you failed, you had participated in all activities to the satisfaction of the University, including any residential school element, and participated in the end of module assessment by attending the examination or submitting the examinable component.
- e) You have applied to register or enrol to repeat the module on a presentation which starts within 25 months of the start of the module that you failed.

5. Failure to achieve a specified performance threshold

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

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

Fee Rules (Additional Year of Discounted Fees) 2017/18

Summary of changes

- Introduction A (1 and 2): Amendments to terminology to confirm end of transitional fee arrangements 31 August 2017 and availability and eligibility criteria of an additional year of discounted fees for 2017/18.
- Introduction A (3): Paragraph added to clarify students position for 2018/19 academic year after studying with an additional year of discounted fees 2017/18.
- Introduction A (3): Eligibility criteria for transitional arrangements and reference to qualification(s) being changed or withdrawn removed, as no longer applicable to students eligible for the additional year of discounted fees.
- Introduction B: Setting and changing fees removed as no longer relevant to students eligible for additional year of discounted fees.
- Section I A (4): Reference to registration confirmation correspondence added.
- Section I A (8): 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 B: Information relating to fees charged by a student's Local Education Centre removed for simplicity.
- Section II: Terminology amended to provide clarification on transitional fee arrangements ending eligibility criteria for the additional year of discounted fees.
- Section III B (12): Amendments to reflect that students who are eligible for an additional year of discounted fees, are not eligible to receive statutory support.
- Appendix: Section removed, as no longer applicable to students eligible for an additional year of discounted fees.
- Miscellaneous drafting changes to improve clarity and correct errors and omissions.