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Summary of rules

This document sets out the rules that affect the fees, fee liabilities, fee refunds and fee credits for students studying undergraduate modules or qualifications. They explain the circumstances in which you may receive fee refunds or fee credits, the Open University's discretionary fee refunds and credits policy, when you will become liable to pay fees, as well as what The Open University might do if you do not pay your fees.

Summary of significant changes since last version

There are a number of significant changes from the previous version of this policy (Fee Rules (Undergraduate Study) 2017/18). These are:

- a) Removal of rules limiting use of Fee Credits to alternative modules only where it is the first deferral (Section III C, paragraph 18-20 in Fee Rules Undergraduate 2017/18) to provide greater support to students in making appropriate decisions regarding their study choices.
- b) Removal of additional assessment banking discount to support students to make appropriate decisions regarding their study choices.
- c) Removal of references to transitional fee and funding arrangements (except where references relate only to Wales) as these are no longer relevant for students in England.
- d) Restructuring and ordering content to increase usability.

Fee Rules superseded by this document

This document replaces the previous versions of the [Fee Rules \(Undergraduate Study\) 2017/18](#) and any versions prior to this date. It also replaces the [Fee Rules \(Additional Year of Discounted Fees\) 2017/18](#) and any versions referring to Transitional Fees or Undergraduate study prior to this date.

Scope

Who do these Fee Rules apply to?

These Fee Rules cover matters concerning fees and funding for undergraduate students, those studying an integrated masters qualification, and students who are registered on a module (either standalone or part of a declared qualification) during the 2018/19 Academic Year. For any subsequent modules that you study, the Fee Rules in force at that time will apply.

This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements.

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What this document does not cover

This document does not apply to students:

- studying postgraduate modules or qualifications. Please see the [Fee Rules \(Taught Postgraduate\) 2018/19](#).
- studying modules that fall within an academic year other than 2018/19. Please see the Fee Rules in force during that academic year.
- studying through an Apprenticeship programme. Please contact your [Apprenticeship Programme Delivery Manager \(APDM\)](#).

Related Documentation

Please refer to the following documentation in conjunction with these Fee Rules:

- [Conditions of Registration](#)
- [Conditions of Registration \(Short Courses\)](#)
- [Changing Your Study Plans Policy](#)
- [Assessment Banking Rules](#)
- [Student Complaints and Appeals Procedure](#)

The Open University Student Charter Principles

These Fee Rules aligns with the following [Open University Student Charter](#) Principles:

Principle 2: We aim to inspire and enable learning

Introduction

The Open University may charge different fees for students in different countries, for different levels of study, for different modules and for students who start or change their studies at different times. This is 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.

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

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

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This document should be read in conjunction with the [Conditions of Registration](#), which you agree to when you register to study with The Open University. The [Conditions of Registration](#) set out your obligation to pay fees and the implications if these fees are not paid.

For specific guidance on how this policy may relate to your personal circumstances, please contact your [Student Support Team](#).

Section A: Setting and changing fees

- A1. Fees are set annually by The Open University Council, and are published on each module description on the [online prospectus](#).
- A2. The Open University offers students the flexibility to study qualifications over an extended period of time, and it may therefore be necessary to make changes to fees, the fee rules and the fee policies in order to:
- Pass on efficiency gains and cost savings to students;
 - Increase fees to cover additional costs to The Open University. Any such increase will be limited to the maximum inflationary increase set for continuing students by the Government;
 - Ensure that, in the case of optional modules only, where there has been an unforeseen increase in costs and/or a significant reduction in student enrolments, The Open University is able to offer a module or a wider choice of modules which it would not otherwise be economic to provide without an increase in fees in excess of the limit referred to above;
 - Comply with changes in legal or regulatory requirements;
 - Meet additional costs of providing educational services arising from the requirements of a professional body for the recognition or accreditation of a module or qualification;
 - Take into account changes in the public funding of higher education or The Open University;
 - Introduce, modify or withdraw any offers, discounts and schemes which support, enhance or promote completion of studies or further enrolment to study;
 - Take advantage of new technologies, methods, ideas and opportunities.
- A3. If there are any significant changes to fees or the Fee Rules, The Open University will give reasonable notice of the changes and the date they take effect.

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Section B: Working out your fee and funding liability when registering directly with The Open University

B1. Which fees apply to me?

- B1.1. The fees for the modules you are registered to study, as well as methods of payment, and the date by which payment should be made are set out in your registration confirmation. All fees are quoted in pounds sterling. You agree to pay the fee recorded on the registration confirmation.
- B1.2. The fee which applies to you is based on your 'Home Address' on the first day of the Seasonal Academic Year in which your first module begins. This must not be a temporary or work address. The Open University reserves the right to request evidence from you to confirm your home address. The residency criteria set out in Appendix 1 are used to work out whether you are eligible for the Standard Fees or the Devolved UK Nation Fee.
- B1.3. 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 the UK.
- B1.4. If you are studying a module as a standalone course, your fee scheme will be reassessed each time you register for a module.
- B1.5. If you become a lapsed student and/or cease to study towards a declared or registered qualification your fee scheme will be reassessed when you resume your studies. The fee charged will depend on the time at which your studies resume and the duration of your period without study.

B2. Liability for Standard Fees

- B2.1. You are liable to pay fees under the Standard Fee Scheme if you are an undergraduate student who is ordinarily and lawfully resident in England, or any non-UK territory in which Open University study is available and you are not liable for a Devolved UK Nation Fee as set out in Section B3.

B3. Liability for a Devolved UK Nation Fee

- B3.1. 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 paragraph B1.2 above.

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B4. Additional information regarding funding for students with a home address in Wales

B4.1. All students in Wales who are liable to pay the Devolved UK Nation fee pay the same amount, but may be eligible for different funding arrangements.

B4.2. Transitional Financial Support Arrangements

B4.2.1. Students who began their Open University study prior to 1 September 2014 and are liable for a Devolved UK Nation Fee are entitled to continue to study under the financial support arrangements in place when they began study.

B4.2.2. You will have been identified as eligible for transitional financial support arrangements if you declared a qualification and studied a module, starting on or after 1 September 2014 and before 31 August 2015, which is linked to that qualification; and at least one of the following applies to you:

- a) You have completed a module which started on or after 1 September 2012 and before 31 August 2013 and this is linked to your declared transitional qualification.
- b) You were registered for a module that started on or after 1 September 2013 and before 31 August 2014, you remained registered on the first day of the module, and that module is linked to your declared transitional qualification.

B4.2.3. You will remain eligible for transitional financial support arrangements if you continue to study towards your declared transitional qualification until 31 August 2019. This means you must register and start a module(s) that is linked to your transitional qualification(s) during each academic year until this point.

B4.2.4. You will no longer be eligible to apply for transitional financial support arrangements when you have completed sufficient modules and gained sufficient academic credit to be awarded your transitional qualification(s), whether or not you accept the award of that qualification, or cease to be eligible through other criteria.

B4.3. Part-time Tuition Fee Loan

B4.3.1. Undergraduate students in Wales who began their qualification after 1 September 2014, or those who resume Open University study after stopping for at least one academic year, are eligible to apply for a part-time tuition fee loan.

B4.4. Diamond Funding

B4.4.1. From 1 September 2018, and as a result of the Diamond Review into Higher Education funding and student finance arrangements in Wales are able to apply for additional funding products as well as a part-time tuition fee loan and

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existing support products. These additional products are the Welsh Government Learning Grant, the Special Support Grant and/or a Maintenance Loan.

- B4.4.2. Students who are continuing qualifications which began before 1 September 2018 will not be eligible for these additional products.

B5. Additional information regarding funding for students with a home address in Northern Ireland

- B5.1. From 1 August 2017, all students in Northern Ireland became eligible to apply for a part-time tuition fee loan in addition, or as an alternative, to part-time fee grant support.
- B5.2. Fee grant support is means tested and eligibility can only be confirmed following the submission of a formal application, accompanied by appropriate evidence of your household income, to [Student Finance Northern Ireland](#).
- B5.3. Where your award of fee grant support is insufficient to cover your full module fees and you do not cover the additional amount using a part-time tuition fee loan, you will be liable to pay the remaining balance in full to complete your registration.

B6. Changes to your home address, country of residence or study location

- B6.1. If you move home during your studies your fee liability may change. You must notify us within a reasonable time if you change your Home Address or any of your contact details. You are able to do this either online via your StudentHome or by contacting your [Student Support Team](#).
- B6.2. If you move between UK nations and are continuing to study towards the same qualification, with no break in study, your fee will not change. If this applies to you and you are in receipt of support from a UK funding authority, such as Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland, your support will continue to be provided by the same funding authority.
- B6.3. If you move from inside the UK to a non-UK study area your fee eligibility will change and your entitlement to support from the UK funding authorities may cease.
- B6.4. If you begin a new qualification or take a break in study of at least two academic years your fee will be reassessed based on your Home Address on the first day of the Academic Year in which the new qualification begins.
- B6.5. If you are temporarily resident outside the UK, you must give an address in the UK for delivery of your study materials and arrange for them to be

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forwarded at your own cost. The Open University will ask for evidence that you are ordinarily and lawfully resident at the Home Address.

Section C: Your fee liability when studying under a partnership agreement with another provider

- C1. If you register 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:
- Your Local Education Centre will tell you how much you have to pay and how you should pay it.
 - You must pay all fees and other charges when asked to do so by your Local Education Centre or by The Open University.
 - Your Local Education Centre will advise you of its policy in relation to refunding module fees.

Section D: Study restrictions related to fees and funding

D1. Study restrictions relating to fees

- D1.1. When you start studying with The Open University you are allocated a Seasonal Academic Year (SAY). Your SAY is determined by the start date of the first module you study with us towards your qualification. Your SAY may change if you take a break in your studies or if you change 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 Seasonal 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

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- D1.2. In England, there is a limit to the fees that The Open University is legally entitled to charge a student in a relevant Seasonal Academic Year. If you are liable to pay a Standard Fee in England and you are registered for an undergraduate qualification, the maximum fee that can be charged for all study undertaken as part of that qualification during a 2018/19 SAY is £6,750. You will be required to withdraw from or defer enrolled and/or registered modules if the fee limit has been exceeded. We will contact you if this is the case.
- D1.3. There are no legal maximum fees in Wales, Northern Ireland or Scotland or for students studying outside the UK.

D2. Study restrictions relating to funding

- D2.1. If you are intending to pay your fees with the aid of a part-time fee grant in Scotland you must study modules with a total minimum value of 30 credits. You do not need to study towards a qualification to be eligible for this funding.
- D2.2. 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 with a minimum total value of 30 credits during your SAY in order to be eligible for the fee grant or fee loan. These modules must be linked to a qualification.
- D2.3. If, after the Module Start Date, you defer your studies and as a result you are no longer studying modules which meet the minimum value required in your nation you may no longer be eligible for the fee grant or fee loan and you may become personally liable for the fees.
- D2.4. Please see [Appendix 4](#) for more information if this applies to you.

Section E: Payment of your fees

- E1. Your obligation to pay fees is set out in the [Conditions of Registration](#), which also contain the rules on what may happen if those fees are not paid.
- E2. The Open University's acceptance of any form of third party funding for part or full payment of your fees, including tuition fee loans, tuition fee grants or sponsorship is dependent on you meeting any requirements set by the funding body for your eligibility to receive such funding. 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. You will be notified in advance if this is the case.
- E3. If we have accepted payment from you or an agreed payment method that has been confirmed, and subsequently that payment or confirmation is withdrawn or does not fully meet the cost of your module fees as set out in the [Conditions of Registration](#), we

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may cancel your registration and recover any fees which are due from you, as set out in those Conditions. .

- E4. If you are in debt to The Open University you will not be able to register for or pay for future study unless you pay in advance or have in place some other secured method of payment for those tuition fees or charges, which we have accepted. You must also settle the debt or make an arrangement with The Open University to settle the debt. You cannot use a Fee Credit generated from a deferral or withdrawal of a module to reduce the amount of any debt.
- E5. Further information about what The Open University may do if you fail to pay your fees can be found in the [Conditions of Registration](#).

Section F: Cancelling, deferring or withdrawing from your study

- F1. This section should be read in conjunction with the [Changing Your Study Plans Policy](#). It does not apply to students who have registered with a Local Education Centre under a partnership agreement with The Open University, who should contact the Local Education Centre directly.
- F2. Under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a module and/or qualification, without giving any reason, within 14 days of the date of confirmation of your registration. To exercise this right to cancel, you should follow the procedure laid out in the Conditions of Registration and the [Changing Your Study Plans Policy](#).
- F3. If you are studying a short course of less than 30 credits, your right to cancel your registration will come to an end as soon as you have accessed the online teaching or assessment materials or other course resources. Further information can be found in Section C2.2 of the [Conditions of Registration \(Short Courses\)](#).
- F4. If you wish to cancel this agreement, or make other changes to your study more than 14 days after the date of the email or letter confirming The Open University's acceptance of your application to register you must follow the instructions in the [Changing Your Study Plans Policy](#).
- F5. If you cease to study, but you have not informed us that you are deferring using the procedure detailed in the [Changing Your Study Plans Policy](#), you will not be eligible for a fee refund or credit, you will not receive maintenance support instalments you may be due, The Open University will not be able to claim further loan instalments for your tuition fees and your registration may be cancelled.
- F6. The effective date of any deferral or withdrawal for the purposes of calculating any entitlement to a fee refund or fee credit is outlined in Section 5.9 of the [Changing Your Study Plans Policy](#).

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- F7. If you have paid your fees using a combination of payment methods, any Fee Credits or Refunds you are eligible for will be applied in proportion to the sums covered by the different payment methods.
- F8. You agreed to pay your fees when you registered to study. Unless you are entitled to a refund under [Section G](#) 'Fee Refunds', you must still pay your fees even if you subsequently defer your studies. This applies whether you are self-funding or paying your fees through a credit provider.
- F9. If you have paid your fees using an Open University Student Budget Accounts Limited (OUSBA) loan, and you wish to defer your studies, you should not simply stop studying and/or stop making payments. If you do not formally notify The Open University you will remain liable for the full fees and for making any payments due under your credit agreement. If there is any change to your fee liability or payment schedule as the result of deferring or withdrawing from your studies, OUSBA will contact you directly.
- F10. If you have registered with a Local Education Centre under a partnership agreement with The Open University you should contact them directly.

Section G: Fee Refunds

- G1. If you cancel during the period outlined in [Section F2](#) above, or more than 14 days after the date of confirmation of your registration for a module, but before the Module Start Date, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for the module(s) you have cancelled. Guidance on how you should do this is provided in the [Changing Your Study Plans Policy](#).
- G2. If you defer or withdraw after your module has started and more than 14 days after the date of confirmation of your registration you will only be entitled to a refund or fee waiver in certain circumstances. Your entitlement will depend on your Home Address, funding method and the date on which you began your qualification or module. These entitlements are defined in [Section I](#) 'Levels of fee liability, fee refund and/or fee credit'.
- G3. If your fees have been paid (wholly or in part) by a grant from a UK funding authority or government agency (or equivalent), or by The Open University, you will not be personally eligible for a refund for the grant element of the fee.
- G4. If you have paid your own fees or a sponsor has paid your fees (whether in whole or in part) you may be eligible for a refund and/or a Fee Credit towards the fee for a future module beginning within a specified period of time, as outlined in [Section I](#) 'Levels of fee liability, fee refund and/or fee credit'.
- G5. If you change module, any refund of fees due to you will be transferred to your new module. You must pay any difference between the original fee and the fee for your new module before the change can be completed. If the fee for your new module is lower than the original fee, you will receive a refund of the difference.
- G6. Refunds on a third-party payment result in a refund to the third party.

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Section H: Fee Credits

- H1. The standard Fee Credit is 25% of the module fee for the module you have deferred. You will be awarded this if you defer or withdraw after your Module Start Date but before the Final Deferral Date.
- H2. A fee credit is valid for a defined period. If you have not used your fee credit within the period of validity, it expires, and no refund is given.
- H3. A fee credit may be applied to any module which starts within 13 months of your deferred Module's Start Date, or in cases where you intend to study your deferred module again, its next available Module Start Date if this is outside the 13 month period of validity.
- H4. Fee credits are calculated from the fee paid for the deferred module. When you return to study you will be liable to pay any difference in the fee for your new module.
- H5. Credits on a third-party payment are credited to the student.
- H6. Deferral with Assessment Banking does not generate any additional fee credit.
- H7. A fee credit can only be used once, after the relevant liability period commences. If you use a fee credit together with another payment option for a module and you subsequently withdraw from that module you will not be eligible for a further fee credit for that module.
- H8. Fee credits will not be awarded as a result of the deferral of or withdrawal from modules of fewer than 30 credits.
- H9. Fee credits will not be awarded where the original fee was paid by a waiver or credit issued by The Open University.
- H10. You may apply for consideration of a discretionary fee credit or refund if you defer your studies due to extenuating personal circumstances and can provide evidence of meeting the conditions specified by The Open University Senate, found in [Appendix 2](#). Further information can be found in [Section J](#) 'Discretionary Fee Credits and Refunds'.
- H11. If you have paid your fees (wholly or in part) with a tuition fee loan and you defer or withdraw from your studies, you will not be liable for any fees due to be paid by tuition fee loan after that date and your loan liability will be adjusted as appropriate.

Section I: Levels of fee liability, fee refund and/or fee credit

- I1. Students paying the Standard Fee, in Northern Ireland and in Wales (excluding students continuing to study qualifications which began prior to 1 September 2014)
- I1.1. Table 2 shows module fee liability points.

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Table 2. Module Fee liability points

If your module begins between	Your fee liability			
	0%	25%	50%	100%
1 September - 31 December 2018	Before your module starts date or before the 14th day of your module	Day 14 to 31 December 2018	1 January 2019 to 31 March 2019*	1 April 2019 to final deferral date
1 January - 31 March 2019	Before your module starts date or before the 14th day of your module	Day 14 to 31 March 2019	1 April 2019 to 31 July 2019*	1 August 2019 to final deferral date
1 April - 30 June 2019	Before your module starts or before the 14th day of your module	Day 14 to 31 July 2019	1 August 2019 to 31 December 2019*	1 January 2020 to final deferral date
1 July - 31 August 2019	Before your module starts or before the 14th day of your module	Day 14 to 31 December 2019	1 January 2020 to 31 March 2020*	1 April 2020 to final deferral date

* or final deferral date, whichever is earlier

- 11.2. If you defer or withdraw before the 14th day of your module you have no fee liability to The Open University. The following will apply:
- a) If you or a sponsor have paid we will refund the fee.
 - b) If you are intending to pay via a part-time tuition fee loan from Student Finance England (SFE), Student Finance Wales (SFW) or Student Finance Northern Ireland (SFNI), The Open University will not draw down any loan funding from these bodies.
 - c) If you have paid with a loan from OUSBA Limited, the loan agreement will be cancelled.

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- 11.3. If you defer or withdraw on or after the 14th day of your module and before your module's Final Deferral Date the following will apply:
- If you or a sponsor have paid the fee we will refund any fees which exceed your module fee liability at the point you defer or withdraw.
 - If you are intending to pay via a tuition fee loan from Student Finance England (SFE), Student Finance Wales (SFW) or Student Finance Northern Ireland (SFNI), The Open University will not draw down any further loan funding from these bodies.
 - If you have paid with a loan from OUSBA Limited, the loan agreement will be adjusted so that it matches your module fee liability.
 - A fee credit of 25% of the module fee will be applied, subject to the rules in [Section H](#) 'Fee Credits' above.

I2. Students studying Low Credit Value Modules (modules of less than 30 credits), students in Scotland, and students in Wales continuing declared qualifications which began prior to 1 September 2014.

- 12.1. Table 3 shows the module fee liability points

Table 3. Modules beginning 1 August 2018 - 31 July 2019

	Your fee liability	
If your module begins between	0%	100%
1 August 2018 – 31 July 2019	Before your module starts	Module start date to final deferral date

- 12.2. If you defer before your Module Start Date, you have no fee liability to The Open University. The following will apply:
- If you or a sponsor have paid we will refund the fee.
 - If you are intending to pay via a grant from the Student Awards Agency for Scotland (SAAS) or a grant from the Welsh Government, The Open University will not draw down any funding from these bodies.
 - If you have paid with a loan from OUSBA Limited the loan agreement will be cancelled.
- 12.3. If you defer on or after your Module Start Date, the following will apply:
- You will be liable for 100% of your module fee
 - A fee credit of 25% of the module fee will be applied, subject to the rules in [Section H](#) 'Fee Credits' above.

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- c) Fee refunds are not available after module start unless [Section J](#) 'Discretionary Fee Refunds' applies.

12.4. 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 4, you will not receive a part-time fee grant. However, you will still be liable to pay the module fee, including the fee of any other module you remain registered for if your total credits are less than 30 (as you will no longer meet the credit threshold for a fee grant).

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

Module Start Date	Withdrawal cut-off date
1 August to 31 December	1 December
1 January to 31 March	1 March
1 April to 30 June	1 June
1 July to 31 July	1 July

Section J: Discretionary fee credits and refunds

- J1. You may apply for a discretionary fee credit, over and above any standard fee credit that you may be entitled to, if you have deferred a module due to personal circumstances and can provide evidence of meeting the conditions approved by The Open University Senate in [Appendix 2](#).
- J2. If you have deferred your module and feel that you may be eligible to apply for a discretionary fee credit please contact your Student Support Team for advice on how to apply.
- J3. An application for a discretionary fee credit or refund must be submitted within 13 months of the Module Start Date of the module you have deferred from.
- J4. 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. The maximum period it may be extended to is 25 months after the start date of the module that you deferred. These maximum limits will only apply in exceptional circumstances.
- J5. Applications for discretionary fee credits and refunds must be submitted to your [Student Support Team](#). Your case will be reviewed by a Senior Manager, or their delegated authority. 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.
- J6. Exceptional awards for cases which fall outside the normal criteria for consideration may be agreed by the Vice-Chancellor's Delegate.

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- J7. An application for a discretionary fee refund can only be considered under the following conditions.
- a) The death of a registered or enrolled student;
 - b) Serious maladministration on the part of The Open University as a result of which you do not wish to continue studying with us;
 - c) Unforeseen prolonged and serious illness of you or a close family member 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 K: Fees for repeating modules

- K1. If you need to repeat a module, you will be required to register or enrol for that module and the full fee for that module will apply unless you are eligible for a reduced module fee as set out in Section K2 below. The fee you pay is the relevant fee in place at the time when you repeat the module.
- K2. If you receive a fail result, as defined in the [Academic Regulations \(Taught Courses\) from 2016 onwards](#), for an undergraduate module a reduced module fee will be payable in place of the full module fee if **all** of the following circumstances apply:
- a) You are repeating study of a module that you have previously failed, or where that module is no longer available, a module which we have designated as equivalent (if any); and
 - b) You have not already had a reduced module fee applied to that module on a previous occasion; and
 - c) You did not defer the module that you failed, either with or without assessment banking, except in circumstances to which [Appendix 2](#) 'Conditions approved by The Open University Senate for discretionary fee credits' of these rules applies; and
 - d) For the module that you failed, you had participated in all activities to the satisfaction of The Open University, including any residential school element, and participated in the end of module assessment by attending the examination or submitting the examinable component as appropriate; and
 - e) You have applied to register or enrol to repeat the module beginning within 13 months of the start of the module that you failed, or, where your resit result if received after this period, the next available start date following receipt of your final results.
- K3. If you meet all of the criteria listed in Section K2 above, you will receive a fee credit of 25% of the fee from the module you have failed to use against the module fee when you repeat study of the module. This fee is applicable to repeating a module where the original presentation started after 1 August 2017.
- K4. If you have failed either the module Questions in Science (S111) or the module Engineering: Origins, methods, context (T192) and can meet the criteria in Section K2

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to be eligible for a reduced repeat fee, you will pay a repeat fee which is equal to 10% of the standard fee for the module. In all other circumstances the repeat fee rule outlined in Section K2 will apply.

Section L: Additional costs

- L1. There may be extra costs on top of the tuition fee, such as a laptop, travel to tutorials, set books and internet access. If you are on a low income you might be eligible for help with some of these costs after you start studying. Please contact your Student Support Team for further information.
- L2. 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 resits.
- L3. Undergraduate students taking resit exams, postponed resit exams, or re-submitting End-of-Module Assessments do not need to pay a resit/resubmission fee.
- L4. **Accommodation Charge**
 - L4.1 If you are on the Standard Fee Scheme and have registered on a residential school module or a module which includes an embedded residential school, you may be liable to pay an additional accommodation charge. You will be advised during the registration process whether you are liable.
 - L4.2 This additional accommodation charge is payable for the cost of accommodation and meals provided during attendance at the residential school.
 - L4.3 The accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given. See [Appendix 3](#) for further details and the procedures for residential school payment arrangements.
- L5. 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.

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Glossary of terms

14th Day of your module

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

Academic year

Begins on 1 August each calendar year and ends on 31 July.

Accommodation charge

Covers the cost of meals and accommodation at a residential school.

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

Assessment banking

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

Declared qualification

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

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

Devolved UK Nation

Refers to Scotland, Wales and Northern Ireland.

Embedded residential school

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

Enrol (for a module)

Is where you are allocated to and pay for a module as part of a qualification that you have already registered for.

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European Economic Area (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).

Fee liability

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

Fee credit

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

Fee refund

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

Final Deferral Date (FDD)

Is the last working day before you sit the examination or submit the end-of-module assessment (EMA) or for modules which do not have an end of module assessment, the last working day before the submission deadline for the final piece of assessed work.

Home address

Is where you are ordinarily and lawfully resident.

Lapsed student

You are considered as a lapsed student where you do not register for a module or qualification for at least 2 full academic years, unless you have applied for an approved study break as set out in the [Changing Your Study Plans Policy](#).

Local Education Centre

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

Low Credit Value Module

Is a module that is worth less than 30 credits.

Module Start Date

Is the day that your module officially begins, as detailed on the registration confirmation.

Non-established Examination Centre

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

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Partnership Agreement

Is an agreement between The Open University and another educational provider to provide joint services.

Registered qualification

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

Registration

Registration is the process by which you become a student of The Open University. Subject to these regulations you may register for a module or for a qualification. To register you need to agree to the [Conditions of Registration](#), signalling your intention to study one or more modules or qualifications, and make or arrange payment for your studies.

Registration confirmation

Is the written communication which outlines what you have registered to study, as well as providing a summary of the conditions of that registration.

Seasonal academic year

is calculated from when you first study towards your qualification and ensures that you can access a full year of funding support, regardless of when you begin.

Settled status

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

Standard fee

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

Temporarily absent

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

Transitional financial support

is available to students in Wales who studied a module linked to a qualification in the 2014/15 Academic Year, declared that qualification and continued to study towards it during each academic year.

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Transitional qualification

Is a qualification you have declared that you intend to complete under Transitional Arrangements in Wales, which may make you eligible for transitional financial support arrangements.

UK Funding Authority or Government Agency

Refers to Student Finance England (SFE), Student Finance Wales (SFW), Student Finance Northern Ireland (SFNI) or the Student Awards Agency for Scotland (SAAS).

Vice-Chancellor's Delegate

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

Further clarification

If you have any queries around the content provided within this document and how to interpret it, please contact your [Student Support Team](#).

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

Alternative format

If you require this document in an alternative format, please contact the Student Support Team via <http://www.open.ac.uk/contact/> (phone +44 (0)300 303 5303).

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Appendix 1 – Residency criteria and fee areas

Ap1 1. Introduction

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

- UK – England, Northern Ireland, Scotland, Wales
- The Republic of Ireland
- Worldwide - All other territories outside the UK and Republic of Ireland

Ap1 1.2. The territory which applies to you is based on your Home Address and not a temporary or work address.

Ap1 1.3. We 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).

Ap1 1.4. 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.

Ap1 2. Eligibility for UK fees

Ap1 2.1. UK nationals

Ap1 2.1.1. You are liable to pay a UK fee if you are 'settled' in the UK on the first day of the academic year of your module, and you have been ordinarily and lawfully resident in the UK for the three years prior to the first day of the academic year of your module.

Ap1 2.1.2. If you are 'temporarily absent' from the UK and either you or a relevant family member are temporarily working outside the UK, you will be classified as ordinarily and lawfully resident in the UK and therefore eligible to pay a UK fee, provided you were settled in the UK for the three years immediately prior to being temporarily outside the UK.

Ap1 2.1.3. 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.

Ap1 2.2. Members of the British Armed Forces and UK Government employees working overseas

Ap1 2.2.1. If you are currently resident outside the UK and you are a UK national who is a serving member of the British Armed Forces entitled to use a British Forces Post

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Office (BFPO) address, you are liable for the relevant fee based on your place of ordinary and lawful residence within the UK.

Ap1 2.2.2. If you are ordinarily and lawfully resident in one of the devolved UK nations you will need to provide us with evidence in support of your application for a devolved UK nation fee. Evidence can be in the form of a Council Tax bill, passport or driving licence.

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

Ap1 2.3. European Economic Area (EEA), Agreed Overseas Territory or Swiss nationals

Ap1 2.3.1. You are eligible to pay a UK fee if:

- a) you are an EU national; and
- b) you are ordinarily and lawfully resident in the UK; and
- c) you will be resident in the UK on the first day of the academic year of your module; and
- d) you have been ordinarily and lawfully resident in the European Economic Area (EEA), Switzerland or an Agreed Overseas Territory for at least the three years prior to the first day of the academic year of your module; or
- e) you are a relevant family member of an EU/EEA/Swiss national. If you are a Swiss/non-EU EEA national, you also need to be a worker/migrant worker.

Ap1 2.4. Relevant family members of EU/EEA/Swiss nationals

Ap1 2.4.1. You are a relevant family member of an EU/EEA national if you are one of the following:

- a) Spouse or civil partner;
- b) Direct descendant who is under 21 years, of an EU/EEA national or national's spouse/civil partner e.g. child/grandchild. Those who are 21 years or over will need to provide evidence of dependency;
- c) Dependent direct ascendant of a non-UK national who is a self-sufficient person in the UK e.g. parent/grandparent.

Ap1 2.4.2. You are a relevant family member of a Swiss national if you are one of the following:

- a) Spouse or civil partner;
- b) Child.

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- Ap1 2.4.3. 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 and you;
- a) are ordinarily and lawfully resident in the UK;
 - b) 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;
- Ap1 2.4.4. If you are studying in England or Northern Ireland, 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:
- a) either a non-UK EU national who is resident in the UK as a self-sufficient person or a student; or
 - b) 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
 - c) 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.
- Ap1 2.5. Nationals of areas not mentioned above
- Ap1 2.5.1. If you are not a national of any of the above mentioned territories then you will be eligible to pay a UK fee if:
- a) you have been granted 'indefinite leave to remain' in the UK (i.e. not on a temporary visa);
 - b) you 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;
 - c) you will be resident in the UK on the first day of the academic year of your module.
- Ap1 2.5.2. 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.
- Ap1 2.5.3. You do not also need to have 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.
- Ap1 2.5.4. Asylum seekers who do not meet these criteria should contact our [Student Support Team](#) for advice.

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Ap1 2.5.5. If you are not sure if you are eligible to pay UK fees, contact our [Student Support Team](#) for advice.

Ap1 3. If you are not eligible for UK fees

Ap1 3.1. Your fee eligibility will be determined by where you are resident on the first day of the 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 EU fee;
- d) If you are resident in any other area in which you are permitted to register to study with The Open University, you will be liable for the standard fee;
- e) If you are a 'locally engaged' member of staff, of any nationality, working at a UK Armed Forces base, British Embassy or Consulate in a non-UK territory you are liable to pay the relevant fee for that territory. To ensure that we 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.

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Appendix 2 – Conditions for Discretionary Fee Credits and Refunds approved by the University Senate

Table 5. Conditions approved by University 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 Open 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 Open 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, e.g. certificate, letter or medical statement from GP or consultant confirming the situation.

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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 e.g. 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 Open University.	Action or inaction which could be classed as maladministration on the part of The Open University and which has affected your academic progress. This does not extend to circumstances that are beyond our control.	Any relevant evidence to support your application, e.g. record of student contact.
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.

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Appendix 3 – Accommodation charges for residential schools

- Ap3 1 If you are ordinarily and lawfully resident in England or outside of the UK and liable for the Standard Fee Scheme, and are enrolled on a residential school module or a module which includes an embedded residential school, an additional charge (“the accommodation charge”) is payable for the cost of accommodation and meals provided for those attending that residential school, except where:
- The module fee expressly includes the cost of accommodation and meals at a residential school; or
 - Students are required or advised to make independent arrangements for accommodation and meals during their attendance at the residential school for that module; or
 - You have expressly notified the [Student Support Team](#) that you intend to make independent arrangements for your accommodation and meals during your attendance at the residential school; or
 - You will be participating in the Alternative Learning Experience (where available) instead of attending the residential school.
- Ap3 2. 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.
- Ap3 3. The accommodation charge will be requested at the time of enrolment on the module and must be paid by the deadline given.
- Ap3 4. 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:
- 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;
 - 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;
 - 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

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accommodation will be allocated on a first come, first served basis. Payment must be made at the time of allocation and will not be refundable unless Section Ap3.9. applies. You may also be asked to contact the venue directly to make your own arrangements;

- d) If you have not confirmed your requirement for accommodation and meals and paid the additional charge by the date specified in the reminder, The Open University will be under no obligation to provide accommodation or meals for you while you attend the residential school.

Ap3 5. 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.

Ap3 6. The Open University does not accept any responsibility for a student's failure to make accommodation arrangements or for the failure of, or problems with, independently made arrangements.

Ap3 7. 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](#).

Ap3 8. If you defer or withdraw from a residential school module or a module which includes an embedded residential school, fee refunds or credits policy will apply to the tuition fee payable for that module but *not* to the accommodation charge.

Ap3 9. 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:

- a) Intending to make independent arrangements for accommodation and meals;
- b) Unable to attend the residential school and wish to make arrangements to participate in the Alternative Learning Experience (where available);
- c) Deferring study of the module to a later presentation;
- d) Withdrawing from the module.

Ap3 10. You must notify The Open University as set out in the Changing Your Study Plans Policy. A refund of an accommodation charge will be made by the same method that the charge was paid.

Ap3 11. 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 J.

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Appendix 4 – Low credit value modules and Tuition fee loans

- Ap4 1. This section applies to undergraduate students studying a qualification that includes a module which has a credit value of less than 30 credits (a 'low credit value module') and who are using a Tuition Fee Loan to pay their tuition fees
- Ap4 2. The rules for Tuition Fee Loans require a minimum of 30 credits to be studied during 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. This means that if you wish to use a Tuition Fee Loan to pay the fees for a low credit value module that is part of your qualification you must also be studying at least one other 30 or 60 credit module that is linked to that qualification. You must study this module in the same SAY as the low credit value module and on either the same or an earlier presentation.
- Ap4 3. You can only use a Tuition Fee Loan to pay for a low credit value module that is credit bearing and is either:
- a) A compulsory module in your registered qualification; or
 - b) Is eligible to be counted to your registered qualification.
- Ap4 4. If you have changed your registered qualification to the Open Degree after studying a module worth less than 30 credits towards your original qualification, you may enrol for a further low credit value module in order to achieve a total of 30 credits from those modules. If you have changed your registered qualification to any other qualification you will only be able to enrol for low credit value modules that are compulsory in the new qualification.
- Ap4 5. You must be using your Tuition Fee Loan to pay for all or part of the fees of your 30 or 60 credit module and to pay for the whole of the fee for the low credit value module. You cannot use a Tuition Fee Loan as part payment for a low credit value module.
- Ap4 6. If you defer or withdraw from your 30 or 60 credit module before the start date of the low credit value module, so that the credit value of your study for the SAY drops below 30 credits, your enrolment or registration for the low credit value module will be cancelled unless you provide an alternative method of payment in place of the Tuition Fee Loan.
- Ap4 7. If you defer or withdraw from your 30 or 60 credit module after the start date of the low credit value module so that the 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.)
- Ap4 8. If, for any other reason, you cease to be eligible for a Tuition Fee Loan to pay the fees for a low credit value module and you have not cancelled your enrolment or registration for that module before the start date of the module, The Open University (or their agents) reserve the right to claim the module fee from you.