



**Arden University**

**Refund Policy**

**For**

**EU Residents**



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## Introduction

### 1. Principles

This Refund Policy is based upon the formal relationship between Arden University (AU) and the student for the provision of the education Programme. Students have the right to full information regarding the Refund Policy, and have opportunities for appealing decisions as set out within this Refund Policy.

### 2. Definitions

Word/Term	Definition
<b>30 Day Money Back Guarantee</b>	AU's guarantee to all new students starting a Programme provided by AU for the first time, that they can withdraw within the first 30 days of commencement and receive a full refund as specified herein
Blended Learning	As per the definition in the Terms and Conditions
Bursary	A reduction in Programme Fees granted under certain conditions
Census Date	Online Distance Learning Programmes – 30 days from the date each Module is first accessed Blended Learning Programmes – 4 <sup>th</sup> Friday of each semester teaching period
Cancellation charges	Any fees charged to a student by AU as per the Fee Refund Schedule within this Refund Policy
Deferral	Formal deferral, initiated by the student, from a single Module of study offered during a study period as defined in AU's regulatory framework
Enrolment Cancelled	A student may have their enrolment with AU cancelled for the following reasons (not exhaustive) <ul style="list-style-type: none"> <li>- Unsatisfactory academic progress</li> <li>- Poor attendance</li> <li>- Unfair practice</li> <li>- Non-enrolment</li> <li>- Non-payment of fees</li> <li>- Any other serious breach of AU rules</li> </ul>
EU Resident	Any students that resides in the European Union (EU) and holds current EU residential status
Expulsion	Student expelled due to Unfair Practice, Academic Misconduct or Misbehaviour as defined in the AU Student Code of Conduct (and "Expelled" shall be construed accordingly)
False or misleading information	Information that is not genuine
Fee Refund Schedule	The schedule upon which Refunds under this Refund Policy are calculated, as set out at Appendix 1
Module	As per the definition in the Terms and Conditions
Online Distance Learning	As per the definition in the Terms and Conditions
Programme	As per the definition in the Terms and Conditions
Programme Fees	As per the definition in the Terms and Conditions
Provider default	AU's breach of the Terms and Conditions
Student default	Student's breach of the Terms and Conditions
Study Period	The Online Distance Learning Programme delivery dates as timetabled and published by AU



Semester	The Blended Learning Programme delivery dates as timetabled and published by AU
Target Award	As defined in the AU Regulatory Framework
Terms and Conditions	The Arden University Terms and Conditions for Sale of Distance Learning and Blended Learning Programmes as located at <a href="http://www.arden.ac.uk/terms-and-conditions">http://www.arden.ac.uk/terms-and-conditions</a>

### 3. Acronyms

Abbreviation	Phrase or Word
AU	Arden University
DL	Programme delivered / studied by Distance Learning
FT	Programme delivered / studied at a Study Centre
SLC	Student Loan Company

## Refund Policy Statement

### 4. Refunds

- 4.1. A student who wishes to claim a Programme Fee refund will need to complete and submit the Refund Request Form. The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule (Appendix 1).
- 4.2. Students who are sponsored (excludes SLC) will not be permitted to request a refund of any Programme Fee credits. In such circumstances, the recorded sponsor must apply to AU for a refund.
- 4.3. Refunds will be paid to the person or organisation that made the original payment to AU, unless that person or organisation gives a written direction to AU to pay the refund to another person or organisation.
- 4.4. Refunds will be paid within four (4) weeks of receiving the completed Refund Request Form or the default day, except in cases of provider default where the refund will be paid within two (2) weeks.
- 4.5. Any refund paid pursuant to this Refund Policy shall be subject to the following:
  - 4.5.1. The refund shall only be paid to the bank account from which the Programme Fees were paid;
  - 4.5.2. AU reserves the right to carry out such due diligence in respect of such bank account as AU, in its absolute discretion, deem appropriate;
  - 4.5.3. In the event that AU is not satisfied as to the legitimacy of such bank account and/or the beneficiary of such bank account, AU reserves the right to withhold any refund until such time as AU is satisfied as to its legitimacy and purpose.
  - 4.5.4. In the event that AU suffers any direct costs, losses, damages or expenses arising out of or in connection with any refund paid by AU or on AU's behalf to an account in accordance with your instructions or by refunding the monies to the bank account from which the Programme Fees were paid in accordance with clause 4.5.1, then you agree to indemnify AU (i.e be responsible to AU by way of reimbursing AU) in respect of any and all such costs, losses, damages and expenses.
- 4.6. In the case of domestic students who have elected to defer their payments through SLC, where the Refund Request Form is received before the Census Date, AU will make adjustments to the student's record to ensure no SLC debt is incurred.
- 4.7. Refunds will be assessed in accordance with this Refund Policy.

### 5. Census Date

- 5.1. Any amendments to study received after the Census Date do not change the liability for the payment of Programme Fees.

### 6. Deferral

- 6.1. Where a student wishes to defer the start of their Programme, the Programme Fees will be held by AU without any additional administration charges being levied on the student. Deferral can only be permitted for a maximum of 24 months from the date that Deferral is granted.
- 6.2. Notwithstanding paragraph 6.1, the Programme Fees for the Programme may increase during the time of Deferral (as set out in our Terms and Conditions). Prior to commencing the deferred Programme, the student will be required to pay the difference between the level of Programme Fees held pursuant to paragraph 6.1 and the level of Programme Fees at the time that the deferred Programme is being commenced (if applicable).
- 6.3. If the student subsequently withdraws, the refund will be calculated as at the date of receipt of the original request for Deferral.

### 7. Leave of absence

- 7.1. Where the AU Academic Director approves leave of absence from their Programme within the first four (4) weeks of a study period, the fees will be transferred to a later start date without penalty. If

the student subsequently withdraws the refund will be calculated from the date of receipt of the leave of absence paperwork.

- 7.2. For refund purposes, where a student is granted leave of absence after the Census Date and subsequently withdraws, it will be treated as a withdrawal.

## **8. Exceptional circumstances**

- 8.1. A student whose Programme withdrawal was due to exceptional circumstances may request a change to the refund specified in the Fee Refund Schedule below, or request a reduction of their SLC debt.
- 8.2. Requests must be made in writing to the Director of Finance within 12 months of the date of the withdrawal or leave of absence.
- 8.3. Requests must outline the exceptional circumstances concerning the withdrawal and include documentary evidence such as medical certificates to support the request.

## **9. Return to Studies**

- 9.1. A student who has been subject to a Programme Fee refund charge (as per the refund table within this Refund Policy) and returns to their studies no more than 6 months after their withdrawal may apply to have 50% of their Programme Fee refund charge credited to their account.
- 9.2. Amounts will only be credited to the tuition account when the new application has been accepted and payment of the initial fee amount received.
- 9.3. Should the student subsequently withdraw, the amount credited will be reversed and new Cancellation charges will be calculated in accordance with the applicable Fee Refund Schedule.

## **10. Provider Default**

- 10.1. In the event of an AU default, AU will compensate the student within 14 days of the default day.

## **11. Student default**

- 11.1. In the event of a student default, AU will pay the applicable refund due within four (4) weeks of receiving a written claim from the student.

## **12. Bursaries**

- 12.1. Recipients of Bursaries who withdraw from AU will have their Bursary revoked and their refund of Programme Fees will be reduced by the amount of the original Bursary credit.

## **13. False or misleading information**

- 13.1. If a student is found to have provided false or misleading information at any time, AU reserves the right to retain up to 100% of any Programme Fees paid.
- 13.2. In the event that the student has provided false or misleading information and the student has enrolled, AU may cancel the student's enrolment and AU reserves the right to retain up to 100% of any Programme Fees paid.

## **14. Other conditions**

- 14.1. All requests for refunds must be made in writing on the appropriate paperwork and must be completed in full to be considered lodged.
- 14.2. A student who is Expelled by AU during the course of a study period as a result of seriously breaching AU rules will not be entitled to any refund of Programme Fees.
- 14.3. Any overpayment of fees by a student will remain credited towards their account and be applied against charges in the next study period, or refunded in full if there is no subsequent study period.



## **15. Appeals**

- 15.1. Students who are not satisfied with any decision may register a complaint in accordance with the University's Complaints Procedure.
- 15.2. AU's Grievances and Appeals Policy and Procedure applies to all prospective and current students in any of the Programmes operated by AU.

## **16. Relationship with Terms and Conditions**

- 16.1. This Refund Policy is to be read in conjunction with AU's Terms and Conditions. In the event of conflict between this Refund Policy and AU's Terms and Conditions, the Terms and Conditions shall prevail.

## Appendix 1 - Arden Programme Fee Refund Schedule

NOTIFICATION PERIOD	REFUND
<b>Withdrawal from Module (s)</b>	
Prior to Census Date	100% of the Module prepaid Programme Fees credited to the following study period
After Census Date	No refund of the prepaid Module(s) Programme Fees and liability for any outstanding Programme Fees for these Modules
<b>Withdrawal from Programme (new students)</b>	
Prior to first Census Date – <b>30 Day Money Back Guarantee</b>	100% of prepaid Programme Fees refunded
After first Census date	No refund of any pre-paid Programme Fees
<b>Withdrawal from Programme (continuing students)</b>	
Prior to start date of next Study Period / Semester	100% of prepaid Programme Fees refunded
Between the next Study Period / Semester start date and Census date	50% of prepaid Programme Fees refunded
After Census date	No refund of any pre-paid Programme Fees
<b>Other Reasons</b>	
Deferral (FT students prior to Census date)	Pre-paid Programme Fees can be transferred to a later start date within 12 months
Deferral (FT students after Census date)	No refund of the pre-paid Programme Fees for the semester being deferred from
Deferral (DL students prior to Module release)	Programme Fees can be transferred to a later start date within 12 months
(Deferral (DL students after the Module release)	No refund of the pre-paid Programme Fees for any Module that have been released
Leave of Absence (prior to Census date)	Programme Fees can be transferred to a later start date within 12 months
Student Expelled	No refund of prepaid Programme Fees
Student enrolment cancelled (for unsatisfactory progress)	100% of remaining pre-paid Programme Fees refunded
Student enrolment cancelled (for any other reason)	No refund
Provider default	100% of prepaid Programme Fees refunded