

ARDEN UNIVERSITY REFUND POLICY (ALL STUDENTS)

This Refund Policy applies to any individual who receives an offer (whether conditional or unconditional) from Arden University on or after Monday 25th July 2022.

1. Introduction

This Refund Policy is based upon the formal relationship between Arden University and the student for the provision of the Course. This Refund Policy aims to provide you with all necessary information for requesting and obtaining a refund of your Course Fees.

This Refund Policy should be read in conjunction with the Arden University student terms and conditions that are applicable to you ("the Terms and Conditions"). In the event of conflict between this Refund Policy and Terms and Conditions, this Refund Policy shall prevail. In the event there is a conflict between this Refund Policy and any other Arden University policy, standard or procedure (excluding the Terms and Conditions), this Refund Policy shall prevail.

This Refund Policy does not affect your statutory rights.

All refund queries (except for complaints which should be taken through our complaints procedure) should be addressed to our finance department by email to financequeries@arden.ac.uk.

2. Definitions

Administration Fee means (1) for Students who have applied to study at our Berlin study centre or are currently studying in our Berlin Study Centre, €250.00 and (2) for all other Students, £250.00;

Applicant for the purposes of this Refund Policy means an individual who has accepted an offer (whether this is a conditional offer or an Unconditional Offer) from Arden University to study a Course, or has paid their holding fee, but has not Enrolled yet; and the expressions "you", "your" and "yourself", where used in this Refund Policy, should be read accordingly;

Arden University means Arden University Limited, a company registered in England and Wales, and the expressions "we", "us", "our" and "ourselves", where used in this Refund Policy, should be read accordingly. Our company registration number is 02450180 and our registered office is at Arden House, Middlemarch Park, Coventry,

United Kingdom CV3 4FJ;

Cancellation Date means the 14th day beginning on the first day of the first week of teaching (as stated in our academic calendar) for the intake you are attending. For the avoidance of doubt, the first day under this definition is the first day of the first week of teaching for everyone in the relevant intake, as stated in our academic calendar;

Contract means the contract between us and you for provision by us of the Course. The Contract begins on the day you accept an Unconditional Offer from us in accordance with the Terms and Conditions or on the day you pay your holding fee for your Course to us, whichever comes first;

Course means a course of study or research provided by us, whether in attendance at a study centre or through online study or a combination of both;

Course Fees means the fees applicable to an individual Course, which are set out on the Website, including the holding fee;

Enrolment means the process of formally completing all application requirements (including milestones) and registering your participation in a Course and the expression “Enrol” and “Enrolment” should be read accordingly;

Student for the purposes of this Refund Policy means an individual who has a Contract with us and has been Enrolled, and the expressions “you”, “your” and “yourself”, where used in this Refund Policy, should be read accordingly;

Unconditional Offer means an unconditional offer from Arden University to study a Course;

Website means www.arden.ac.uk;

3. Eligibility

3.1. Unless we tell you otherwise, you can cancel your Contract with us on or before the Cancellation Date by:

- 3.1.1. sending an email to study@arden.ac.uk or enquiries@arden.ac.uk and requesting for a refund, if you are an Applicant; or
- 3.1.2. completing and sending your withdrawal form (and noting on the withdrawal form that you want a refund) to student support using the relevant study centre email address which can be found on ilearn, if you are a Student.

3.2. You may cancel your Contract after the Cancellation Date but you will **not** be

entitled to any refund whatsoever, except in the circumstances under clause 9 applies.

- 3.3. **Your Cancellation Date for your intake will not be changed for any reason whatsoever, even though you are permitted to defer to another intake or transfer to another Course.**
- 3.4. Where an Applicant or Student who is sponsored by an official third party (excluding Student Loans Company and the Education and Skills Funding Agency ("ESFA")), cancels their Contract, the Applicant or Student must provide us with a letter from the sponsor requesting a refund on the sponsors' letterhead. The refund, if approved, will be given back to the sponsor not the Applicant/Student.
- 3.5. Where an undergraduate Applicant or Student who is funded by the Student Loans Company ("SLC"), cancels their Contract, our finance team will assess and determine the amount of the Course Fees the Applicant/Student is liable for, and inform the SLC, as applicable, of such liability. We will not provide refunds to undergraduate Applicants or Students who are funded by the SLC.
- 3.6. Where an undergraduate or postgraduate Applicant or Student who is funded by the ESFA, cancels their Contract, our finance team will assess and determine the amount of the Course Fees the Applicant/Student is liable for, and inform the ESFA, as applicable, of such liability. We will not provide refunds to undergraduate or postgraduate Applicants or Students who are funded by the ESFA.
- 3.7. Where a postgraduate Applicant or Student, who is self-funded or funded through a postgraduate loan, cancels their Contract, clauses 3.1 to 3.3 shall apply.

4. Refund

- 4.1. Where clause 3.1 and clause 3.2 applies, the Applicant/Student will be entitled to a full (100%) refund of all Course Fee amounts paid up to the date they cancelled their Contract. Where clause 8 applies, the Applicant/Student will not be entitled to a refund.
- 4.2. Once we have received your cancellation request (in accordance with clause 3.1), this will be passed on to our registry team. Once the registry team approves your request to cancel, your refund request will be passed on to our finance department for processing.
- 4.3. Once your request to cancel has been passed to our finance department to process, your refund will be processed within 4 weeks. This 4 week period is subject to you providing us with all relevant documents that are required for us to process your refund.
- 4.4. Where clause 9 applies, it shall be at the discretion of the Director of Finance whether to grant a refund and as to the amount of refund granted if awarded. Any refunds granted shall be less the Administration Fee and shall be processed within 4 weeks from the day we confirm to you that you have been granted a refund.
- 4.5. Any refund paid pursuant to this Refund Policy shall be subject to the following:

- 4.5.1. **Unless it is in exceptional circumstances, the refund shall only be paid to the bank account from which the Course Fees were originally paid;**
- 4.5.2. We reserve the right to carry out due diligence in respect of such bank account or individuals, as we, in our absolute discretion, deem appropriate, including but not limited to requesting relevant documentary evidence.
- 4.5.3. In the event that we are not satisfied as to the legitimacy of such bank account and/or the beneficiary of such bank account we reserve the right to not provide you with a refund.

5. Deferral of Intake

- 5.1. If you are permitted by us to defer to another intake, any Course Fees already paid to us will be transferred to the new intake. If you subsequently cancel your Contract, clause 3 will apply.

6. Transfer

- 6.1. If you are permitted to transfer to another Course, our finance department will assess your liability for your current Course and the Course you are transferring to. If you subsequently cancel your Contract, clause 3 will apply.

7. Leave of absence

- 7.1. If your leave of absence request is granted, any Course Fees already paid to us will remain on your Arden University student account until your return. If you subsequently cancel your Contract, clause 3 will apply.

8. Visas

- 8.1. This clause 8 applies if you need to obtain a visa to study at Arden University e.g. UK full time (student route) students at one of our UK study centres and blended learning students at our Berlin study centre.
- 8.2. If this clause 8 applies, clause 4.1 will not apply.
- 8.3. If your visa has been refused or rejected by the relevant authorities because of fraud, dishonesty, deception or misrepresentation (for example because you provided fraudulent documents to the authorities), you will not be entitled to a refund.
- 8.4. If we discover that any part of your application to study a Course at Arden University or any information subsequently provided to us in connection with your studies at Arden University, (including, without limitation, any financial information)

is dishonest, deceptive, misrepresentative or fraudulent, you will not be entitled to a refund.

- 8.5. This clause 8.5 applies to UK full time (student route) students only: If you fail to attend your induction and/or do not Enrol, you will only be entitled to a refund in accordance with this Refund Policy, if you can provide us with satisfactory evidence that you did not travel to the UK or that you returned to your home country.

9. Withdrawal due to Mitigating Circumstances

- 9.1. If you cancel your Contract after your Cancellation Date due to mitigating circumstances, you may submit a request by email to financequeries@arden.ac.uk to the Director of Finance for a full refund **less the Administration Fee**, of all Course Fees already paid to us.
- 9.2. Below is a non-exhaustive table of acceptable and not acceptable mitigating circumstances. We will require supporting evidence of the mitigating circumstances, including but not limited to death certificates and official medical documentation.

Normally acceptable	Notes
1. Recent death of a close relative*	"Close" means parents (and guardians), children, siblings, and a spouse/partner. It may include in-laws, grandparents and grandchildren if it can be shown that the relationship was very close, but not normally aunts, uncles, cousins etc.
2. Recent diagnosed illness or serious accident of the student*	Illness or accident affecting study. It should be an incapacitating illness or an unexpected deterioration in an ongoing illness or medical condition. It also includes bone fractures and serious sprains. Medical certification must be obtained; self-certification is never acceptable as evidence of mitigating circumstances. Medical evidence MUST bear the GP's practice stamp and/or be on appropriate headed paper. The University reserves the right to verify the medical certification with the relevant medical practice.
3. Recent serious illness of a close relative*	See notes above about the definition of "Close".
4. Recent change of	Unforeseen changes in employment i.e.

employment circumstances (where you are sponsored by an employer)*	withdrawal of sponsorship. A letter from your employer must be provided along with evidence that the change of circumstances is not as a result of employee's actions/election.
5. Recent unforeseen diagnosis of special educational needs and disabilities*	Special needs obstructing a student from continuing with their studies that have been declared to us within a month of Enrolment and verified by the Faculty/School or Special Needs/Learning Support Tutor/Disabilities Office.
Not acceptable	Notes
1. Minor ailments and other conditions	Minor ailments where symptoms may be relieved by over-the-counter medication, sprains, long-standing medical conditions for which special arrangements could have been made or treatment anticipated and taken. Accidents/illness affecting relatives or friends (unless serious or if the student is the sole carer).
2. Social	Difficulty integrating to university life or home sickness. Decision to commence with employment rather than academia.
3. Non-serious domestic or personal disruptions which could have been anticipated or planned	Moving house, holidays, weddings, religious festivals or other events where the student either has control over the date or may choose not to participate. Change of job or "normal" job pressure (exceptional crises at work might be acceptable), illness or death of pets.
4. Study-related	Decision to transfer to an alternative institution. Computer difficulties, late distribution of materials by the Faculty/School, delays in printing, photocopying. Issues with predefined timetabling of modules. Failure of milestones.

* Recent means the event occurred less than 1 month before your refund request to our Director of Finance

10. Termination by Arden University under Terms and Conditions

Unless otherwise stated in your Terms and Conditions, if we terminate your Contract in accordance with the Terms and Conditions, we reserve the right to not provide you with a refund.

11. Complaints

Applicants and Students who are not satisfied with any decision made under this Refund Policy may register a complaint in accordance with our complaints procedure, which can be found here: <https://arden.ac.uk/about-us/our-policies-standards>.

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