



Arden University

Fixed Payment Plan Refund Policy

For

Non-EU

Distance Learning Students



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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 in respect of fixed payment plans for non-EU DL students. 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
30 Day Money Back Guarantee	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
Bursary	A reduction in Programme Fees granted under certain conditions
Census Date	Start date of programme
Cancellation charges	Any fees charged to a student by AU as per the Fee Refund Schedule within this Refund Policy
Enrolment Cancelled	A student may have their enrolment with AU cancelled for the following reasons (not exhaustive) <ul style="list-style-type: none"> - Unsatisfactory academic progress - Poor attendance - Unfair practice - Non-enrolment - Non-payment of fees - Any other serious breach of AU rules
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 material 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
Target Award	As defined in the AU Regulatory Framework
Terms and Conditions	The Arden University Terms and Conditions for Sale of Distance Learning Programmes as located at http://www.arden.ac.uk/terms-and-conditions



3. Acronyms

Abbreviation	Phrase or Word
AU	Arden University
DL	Programme delivered / studied by Distance Learning

Refund Policy Statement

4. Refunds

- 4.1. The student agrees to adhere to the fixed payment plan which incorporates in-full on-time payments. The student understands that if payments are not made in-full on-time, access to any modules which have not yet been accessed on the programme will be suspended until such time as any remaining payment is made.
- 4.2. A student who wishes to claim a Programme Fee refund will need to complete and submit the Refund Request Form (Appendix 2). The refund will be calculated in accordance with the conditions set out in the Fee Refund Schedule (Appendix 1).
- 4.3. Refunds will be paid to the person or organisation that made the original payment to AU, unless that person or organisation gives an acceptable 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 eligible completed Refund Request Form or the default day, except in cases of provider default where the refund will be paid within two (2) weeks of agreement that a refund is due. Incomplete forms or invalid claims will be rejected.
- 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 4.6.1, 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. Refunds will be assessed in accordance with this Refund Policy.

5. Exceptional circumstances

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

6. Provider Default

- 6.1. In the event of provider default, AU will refund the student within 14 days of agreement that a refund is due.

7. False or misleading information

- 7.1. 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.
- 7.2. 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.



8. Other conditions

- 8.1. All requests for refunds must be made in writing on the Refund Request Form and must be completed in full to be considered lodged.
- 8.2. 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.
- 8.3. Any overpayment of fees by a student will remain credited towards their account and be applied against charges in the next study period.

9. Appeals

- 9.1. Students who are not satisfied with any decision may register a complaint in accordance with the University's Complaints Procedure, the details of which are available on AU's website.
- 9.2. AU's Grievances and Appeals Policy and Procedure applies to all prospective and current students in any of the Programmes operated by AU.

10. Relationship with Terms and Conditions

- 10.1. 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
Withdrawal from Programme	
1. Maximum 30 days after the Census date	1. 30 Day Money Back Guarantee
2. Any time arising after Census date	2. No refund of any pre-paid Programme Fees
Other Reasons	
Student Expelled	No refund of prepaid Programme Fees
Student enrolment cancelled (for unsatisfactory progress)	No refund of prepaid Programme Fees
Student enrolment cancelled (for any other reason)	No refund of prepaid Programme Fees
Provider default	100% of prepaid Programme Fees refunded within 14 days of agreement that a refund is due

Appendix 2 - Arden Refund Request Form

STUDENT WITHDRAWAL FORM

Please complete this form and return to your Student Support Co-ordinator via email.

Student name (in full):		Student number (STU):	
Programme title:		Awarding Body:	
Original intake date:		Date withdrawal requested:	
Reason for withdrawal: <i>(Please tick one)</i> <input type="checkbox"/> Financial <input type="checkbox"/> Family Commitments <input type="checkbox"/> Health <input type="checkbox"/> Programme Not as Expected <input type="checkbox"/> Work Commitments <input type="checkbox"/> Other	Please provide details of your reason for withdrawing:		
What aspects of studying with us have you been pleased with?			
What could we do to improve our service to future students?			
Are you intending to continue your studies in the future?	<input type="checkbox"/> Yes – at Arden University <input type="checkbox"/> Yes – at an alternative institution <input type="checkbox"/> No <input type="checkbox"/> Not sure		

Student Print name:

Signature: (can be electronic)

Date:



FOR OFFICIAL USE ONLY:

Student Support Co-ordinator Name: Signature:	Date of Processing:	Number of Modules accessed: Number of modules with "Paid" status:	Number of Credits passed:
Is the Student SLC Funded? Yes No Yes: send to studentfinance No: send to withdrawals	Notes:		
Student Support Team Leader Signature: Date:	Systems updated (Accounts and Assessment and Registry) Course Status: Account Status: University SLC: Professional Body (BPS, CMI, CIM):		