



## ARDEN UNIVERSITY TERMS AND CONDITIONS 2018/19

### 1. Introduction

It is important that you read these Terms and Conditions (“Terms”), together with our Privacy Policy, before you apply so that you understand fully the commitment we make to you as a provider of Higher Education, and your obligations to us. Among other things, it explains who we are, how we will deliver Programmes to you, how you, or we, can terminate the Contract, and what to do if there is a problem or you wish to make a complaint. If you think that there is a mistake in these Terms, please contact us to discuss.

These Terms form the basis of the relationship between Arden University Limited (“Arden” and/or “we”) and any applicant (“you”/“your”) for one of our Programmes.

### 2. About Arden University and how to contact us

**Who we are:** We are Arden University Limited a company registered in England and Wales. Our company registration number is 02450180 and our registered office is at Arden House, Middlemarch Park, Coventry, United Kingdom CV3 4FJ. Our registered VAT number is 7053350 66. We are also a Data Controller registered with the Information Commissioner’s Office.

#### **Contacting us:**

**Telephone:** Our customer service team at 02476 515 700

**Email:** [info@arden.ac.uk](mailto:info@arden.ac.uk) or via our website enquiry service: [www.arden.ac.uk/contact-us](http://www.arden.ac.uk/contact-us)

**Write** to us at Arden University Ltd, Arden House, Middlemarch Park, Coventry, United Kingdom CV3 4FJ.

We will acknowledge your enquiry by email in the first instance.

**Cancellation:** If you wish to cancel, please see our Refunds Policy for details on how to do this. The Refund Policy for EU residents is: [https://arden.ac.uk/Arden\\_Refund\\_Policy\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_EU_Residents.pdf)

The Refund Policy for Non-EU residents is:

[https://arden.ac.uk/Arden\\_Refund\\_Policy\\_NON\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_NON_EU_Residents.pdf).

**How we may contact you.** If we have to contact you we will do so by telephone, SMS text message or by writing to you at the email address or postal address you provided to us in your Application.

**"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

### 3. Definitions

**Access Date:** the date from which we allow you to access ilearn and/or receive learning materials following your acceptance of our Offer to you.

**Application:** means the application to join a Programme made by you to us.

**Blended Learning:** Programmes delivered through a combination of online study (ilearn) and studying at a Study Centre.

**Contract:** refers to the contract between us to provide the Programme to you under these Terms, once you have accepted the Offer to study a Programme with Arden.

**ilearn:** the online or virtual learning environment through which you study a Programme.

**Learning Environment:** means the environment(s) you have available to you to aid your studies, being either the Online Distance Learning environment or the Blended Learning environment.

**Offer:** confirmation that we have accepted you on one of our Programmes.

**Online Distance Learning:** means the learning experience offered by us by a virtual learning environment only (including ilearn and any awarding universities' online resources).

**Programme:** a course of study or research carried out either online, or a combination of Online and study Centre.

**Programme Fees:** mean the fees applicable to your Programme, as set out on our Website.

**Programme Materials:** means any learning materials supplied by us to you as part of your enrolment on the Programme (including ilearn).

**Prospectus:** means the digital or printed information pack containing information and illustrations regarding a specific Programme.

**Student Handbook:** the digital handbook given to you as part of joining a Programme.

**Study Centre:** the physical premises at which we deliver Programmes and provide study facilities for students.

**VLE:** the virtual learning environment through which you can access ilearn and other linked systems including assessment submission portals and Unitu.

**Website:** our website at [www.arden.ac.uk](http://www.arden.ac.uk) where you can apply for a Programme.

## 4. Applying to study

### 4.1 What *you* need to do:

- 4.1.1 To join a Programme you need to apply online through our Website ([www.arden.ac.uk](http://www.arden.ac.uk)) and send all documentation as requested. Our application process allows you to check and amend your application before submitting it.
- 4.1.2 You must submit your application within the 12-month window before the start of your chosen Programme. To be considered for joining a Programme you must satisfy our entry requirements for that Programme and be able to produce appropriate evidence that you satisfy these requirements.
- 4.1.3 You must confirm the country in which you are legally resident on the Application, and you must provide evidence of your identity, nationality and date of birth. If you fail to disclose this information, or disclose inaccurate information, we will reject your application and/or cancel your enrolment on a Programme.
- 4.1.4 You must provide evidence that you have reached the required standard of English language proficiency to enable you to participate fully in your chosen Programme. We reserve the right to withdraw our Offer to you, or cancel your enrolment on a Programme if it becomes apparent to us in our reasonable opinion that your English language proficiency is inadequate to cope with the demands of the Programme.

### 4.2 What *we* will do:

- 4.2.1 If your Application is incomplete, we will attempt to contact you to clarify and/or complete the missing information before processing your Application.
- 4.2.2 We will make you an Offer to join a Programme if we approve your Application. There may be conditions attached to this Offer, for example if you have not yet received a ratified award of your previous qualification. You must accept the Offer in writing and you must confirm that you can pay the Programme Fees before we grant you access to your Learning Environment and/or release learning materials to you.
- 4.2.3 Our Offer will be valid for acceptance from the date of the Offer for 12 months, unless we agree otherwise.

- 4.2.4 We will write to you if we cannot accept your application. Reasons for not accepting your application include: failure to meet our entry requirements for the Programme; your chosen Programme is over-subscribed; your Application was incomplete and we were unable to contact you to rectify the omission(s); or we identified an error in the Programme Fees or a description of the Programme. If you have already paid the Programme Fees, we will refund you the full amount within the timescales set out in the Refund Policy.
- 4.2.5 We will reject your application and/or cancel your enrolment on a Programme if it transpires that you have deliberately submitted misleading and / or inaccurate information as part of your Application.
- 4.2.6 As part of the Application Process, we will let you know when and how we will provide the Programme to you. We will also tell you how you can end the Contract (see Clause 12).

## 5. **Our Programmes**

- 5.1 Prospectus accuracy. Although we have made every effort to be as accurate as possible, we reserve the right to correct any typographical, clerical or other error or omission on our Website or in any sales literature, quotation, Programme Fees list, invoice, Prospectus or other document or other information we issue, providing that the correction does not materially affect the Contract between Arden and you.
- 5.2 Requirements for Programmes. A Programme can be studied by Online Distance Learning from anywhere in the world and a UK residency visa is not a pre-requisite to being accepted on such a Programme. However, admission to Blended Learning Programmes may be conditional on proof of residency, or proof that you have fulfilled the necessary visa requirements to allow you to study in the country in which the Study Centre is based.
- 5.3 Compliance with Arden's policies: We expect you to comply with the various policies contained within the Student Handbook (including the Student Learning Contract and Student Code of Conduct) and Arden's academic regulations and/or those of the relevant awarding body;
- 5.4 Access to ilearn: It is your responsibility to ensure you have all necessary access, network connections and equipment to access your Programme, and Programme Materials, via our Website. We do not accept any liability for any technical difficulties you experience in connecting to ilearn or any loss or damage you incur arising from your failure to comply with these Terms and connected Arden policies.
- 5.5 We may refer you to content on non-Arden sites; we do not accept any liability for any content or technical difficulties you experience on any such sites.
- 5.6 Prohibited actions: You must not:
  - 5.6.1 breach these Terms;
  - 5.6.2 copy (except as permitted for normal use of the Programme), reproduce, translate, adapt, vary or modify any of the Programme Materials or software underlying ilearn, nor communicate them or it to any third party, without our prior written consent; or
  - 5.6.3 remove, adapt or otherwise tamper with any copyright or trade mark notice, legend or logo which appears as part of the Programme Materials.

## 6. **Non-EU Students**

- 6.1 No sponsorship without our express permission: If you are a non-EU student who requires a visa to enrol on a Blended Learning Programme in the UK, you agree that you

will not use any communication issued by us or any of our partners to obtain or extend a UK residency visa without our prior written permission.

- 6.2 Applying for a visa to study outside the UK but within the EU: If you need a visa to enrol on a Blended Learning Programme at one of our Study Centres outside the UK but within the EU, you may use any communication from us supporting your application for a residency visa providing you have told us that you are doing so.
- 6.3 If you seek or receive educational, tutor or other academic support for any aspects of your Programme from any third party who is not an Arden tutor and/or share any Programme Materials with any such third party, in either case without our prior written permission, this may result in immediate termination of your enrolment on the Programme.
- 6.4 Ilearn and Programmes taught outside the UK. We are able to accept non-EU students on Online Distance Learning Programmes and onto Programmes taught at our Study Centres outside the UK. Non-EU students may be referred to one of our or our agent's local centres and will be subject to the terms and conditions of that local centre.

## **7. Learning Environment and Tutor Support**

- 7.1 Access to Learning Environment. You will be able to access your Learning Environment, Programme Materials and tutor support once you have accepted our Offer and we have authorised your access. Your access will last for the duration of the Programme and will cease once you have completed it.
- 7.2 Module access. When you have purchased an individual Module, access to your Learning Environment, Programme Materials and tutor support will be available for the Maximum Study Period for that Module as set out in the Student Handbook for your Programme. Following completion of the Module, access to your Learning Environment and the Programme Materials only (but expressly not tutor support in respect of that Module) will continue for the remaining duration of the Programme of which that Module is a part.
- 7.3 Additional reading not included as part of the Programme or Programme Materials. Programme Materials and tutor support are designed to provide the information required to complete the Programme successfully. We can provide additional reading recommendations but the provision of access to, or copies of, such additional reading is not necessarily included in the Programme Fees. If you wish to access, or obtain copies of, additional reading you must do this at your own cost.

## **8. Acceptable use of ilearn and other interactive services**

Once you have accepted our Offer to enrol on a Programme and we have confirmed your access to ilearn, you undertake to agree to our 'Acceptable Use Policy'. This governs your access to, and use of, our VLE as well as our right to update the content on it.

[\[https://arden.ac.uk/application/files/1715/3243/8595/QA\\_70\\_Acceptable\\_Use\\_Policy.pdf\]](https://arden.ac.uk/application/files/1715/3243/8595/QA_70_Acceptable_Use_Policy.pdf)

## **9. Assessments**

- 9.1 Assessment timetables. A timetable is designed to help you prepare for assessments on your Programme and it is recommended that you follow the guidelines given. If you cannot meet assessment deadlines you must notify us immediately in writing.
- 9.2 Assessment submissions. Assessments should be submitted in accordance with the instructions on the ilearn module page. Assessments submitted correctly before the deadline will be marked and we will provide feedback. Assessment outcomes will be governed by the academic regulations of the awarding body.

9.3 Professional body examinations. If your Programme includes an examination with a professional body, you are responsible for applying to sit such an examination with the relevant professional body unless we agree in writing to the contrary

9.4 Re-assessment. If you fail an assessment or examination, we reserve the right to charge a re-assessment fee if you wish to retake the assessment or examination.

## 10. **Changes to the Programme**

10.1 If you wish to transfer to another Programme:

10.1.1 Before you start: If you apply to transfer to another Programme before you start, we will confirm if this is possible and inform you of any relevant changes, such as Fees or timing, to help you decide if you wish to proceed.

10.1.2 After you have started: If you apply to transfer to another Programme after you have started, and we confirm that this is possible, we reserve the right to charge an administrative fee of £250, payable before you start your new Programme.

10.1.3 Fees: In both cases, if you have already paid the fees for your original Programme, we will refund the difference if the fees of your new Programme are lower; you will pay the difference to us if the fees of your new Programme are higher. Please see our Refund Policy.

10.2 Our rights to make changes to the Programme: We may change elements of the Programme for various reasons including legal and regulatory changes; correcting errors or omissions; or making adjustments or improvements to the academic content, academic calendar or teaching methods.

10.2.1 Withdrawing the Programme: We reserve the right to make more significant changes such as withdrawing a Programme entirely before you have accepted our Offer and we have authorised your access if, for instance, there is insufficient take up, or if the Programme is withdrawn by a third-party awarding body. We normally aim to provide a minimum of two weeks' notice of any such withdrawals.

10.2.2 Significant changes: We will consult you before making any significant changes to a Programme on which you are enrolled, including other than those which are beneficial to students such as improvements to the learning materials. We will give notice of any changes to the Programme in a prominent position on ilearn.

10.2.3 Updates to digital content: we may update digital content in the Programme Materials to reflect changes in fact, understanding, research or law. We will ensure the content matches the description we provided before you enrolled.

## 11. **Providing the Programme**

11.1 We undertake to deliver the services associated with the Programme to you until the Programme is completed, you end the Contract or we end the Contract by written notice to you, both as described in clause 12.

11.2 Delays: We will contact you as soon as possible if, for reasons out of our control, there is a delay in supplying the Programme to you. If there is a risk of substantial delay, you have the right to cancel the Contract and we will refund you in accordance with our Refund Policy for those elements of the course you have not received. If we are responsible for a delay in providing any aspects of the Programme that materially affect key delivery dates, you have the right to cancel the Contract in certain circumstances.

11.3 Extending the period of registration: You can only extend the period of registration in exceptional circumstances with our written permission or that of the awarding body.

Please see the Student Handbook for more information on the registration periods for each Programme.

## 12. Terminating the Contract

- 12.1 Your rights to end the Contract: you may be able to end the Contract if we have not fulfilled our obligations. These might include an incorrect description of the Programme on which you have enrolled; we have made a significant change to which you do not agree; there is an unacceptable delay in delivering the Programme; we have failed to provide the agreed content; or if you have changed your mind within the 14-day cooling off period. All of the above are subject to conditions in our Refund Policy. [https://arden.ac.uk/Arden\\_Refund\\_Policy\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_EU_Residents.pdf) or [https://arden.ac.uk/Arden\\_Refund\\_Policy\\_NON\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_NON_EU_Residents.pdf)
- 12.2 Changing your mind: you have a legal right to change your mind within 14 days after the day you accept our Offer in writing to us, without charge. If you cancel after you have started the Programme, you may have to pay us for the part of the Programme provided up until the time you tell us that you have changed your mind. You can still cancel the Contract before it is completed (a Contract for the Programme is completed when you have received a formal qualification). However, you may be liable for fees incurred for that section of the Programme already completed.
- 12.3 If you wish to end the Contract, please contact us in writing (see contact details at clause 2 above) and complete, sign and send the withdrawal form to us at the address above.
- 12.4 Our right to end the Contract: we reserve the right to end the Contract if you fail to pay the Programme Fees; if your conduct breaches our code of conduct as set out in the Student Handbook [[https://arden.ac.uk/application/files/3715/2283/2660/QA\\_61\\_-\\_Student\\_Code\\_of\\_Conduct.pdf](https://arden.ac.uk/application/files/3715/2283/2660/QA_61_-_Student_Code_of_Conduct.pdf)]; if we are unable to contact you using the contact details which you provided during the Application process; if you do not provide us with necessary information, such as proof of your qualifications within a reasonable timeframe; or if we reasonably determine that your standard of English language proficiency is insufficient to cope with the rigours of the Programme (see clause 4.1.4).
- 12.5 Refund of fees: any refund will be calculated in accordance with our Refund Policy. [https://arden.ac.uk/Arden\\_Refund\\_Policy\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_EU_Residents.pdf) or [https://arden.ac.uk/Arden\\_Refund\\_Policy\\_NON\\_EU\\_Residents.pdf](https://arden.ac.uk/Arden_Refund_Policy_NON_EU_Residents.pdf)

## 13. Complaints

- 13.1 Complaints Procedure: we have a student complaints procedure that is accessible via our Website and is published in the Student Handbook [[https://arden.ac.uk/application/files/3215/3060/6120/QA\\_48\\_-\\_Student\\_Complaints\\_Procedure\\_v3.pdf](https://arden.ac.uk/application/files/3215/3060/6120/QA_48_-_Student_Complaints_Procedure_v3.pdf)]. If you have any questions or complaints about the Programme or the Programme Materials, please contact us by telephone, by email or in writing (as set out above). Complaints may be submitted directly or via a nominated legal representative.
- 13.2 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use; The Office of the Independent Adjudicator for Higher Education (OIAHE), via their website at <http://www.oiahe.org.uk/>. OIAHE will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## 14. Fees

- 14.1 Distance learning students will be required to pay examination fees to sit any examinations at a centre which is local to them. Students may sit examinations for free in our office in Coventry, UK.
- 14.2 Where to find the Programme Fees: Programme Fees are set out in the Prospectus, on our Website and as confirmed on your Application.
- 14.3 Paying the Fees: We list the methods by which you, your sponsor, or your lender, can pay your Fees on our Website. Fees must be paid in full before the Programme starts; or, if your fees are being paid by a sponsor, within 30 days of the receipt of the invoice; or in instalments of one or two Modules at a time, in advance and in full. If an official company sponsor is paying your fees, they will need to issue a purchase order number to us.
- 14.4 If the Programme Fees are incorrect: We will contact you to inform you if we discover an error in the Fees and give you the option of either continuing to pay the Fees at the correct level (either immediately or within a certain timescale) or cancelling your Contract.
- 14.5 Failure to pay your fees on time: We reserve the right to deactivate your account and cancel your right to access and participate in the Programme if you do not pay your Programme Fees on time, or if your sponsor, or lender, fails to pay the invoice within 30 days of receipt (unless an invoice is in dispute).
- 14.6 Increasing the fees: we reserve the right to increase the Programme Fees every October, capped at the RPI (Retail Price Index).

## 15. Intellectual Property Rights

- 15.1 Ownership. The intellectual property in the Programme, Programme Materials and ilearn belong to us. You acknowledge that:
  - 15.1.1 all intellectual property rights used by or subsisting in the Programme, Programme Materials and ilearn are, and shall remain, our exclusive property;
  - 15.1.2 rights to access and to use the Programme, Programme Materials and ilearn are licensed to you;
  - 15.1.3 you have no rights in, or to, the Programme, Programme Materials and ilearn other than to use it for the purposes of your studies; and
  - 15.1.4 you will not at any time make any unauthorised use of, or copy, reproduce, modify, distribute, republish, display, post or transmit any aspect of the Programme, Programme Materials or ilearn containing such intellectual property rights, nor authorise or permit any person to do so.
- 15.2 Work created by you as a student. Any documentation, project work or other materials created by you as a student on a Programme will be solely owned by you.
- 15.3 Licence of submitted work to us. Where you have submitted work to us as part of the Assessments of a Programme (see clause 9 above), you agree to give us a permanent licence of that work for us to use for academic, research and publication purposes, as well as submitting the work to external moderators or other third parties. We will always ensure that you are appropriately referenced as the creator of that work, although it may be necessary to anonymise such reference when used for moderating and marking purposes.

## 16. Liability

- 16.1 Our liability to you: We will use reasonable care and skill to carry out our obligations under these Terms. Subject to 16.2 below, our total liability to you in respect of any claims or losses shall not in aggregate exceed the amount of your Programme Fees in any one year.
- 16.2 The above limitation of liability shall not apply to any claims that relate to death or personal injury through our negligence.
- 16.3 Events outside our control: We are not liable to you for unforeseeable events, or anything outside our control, even if we had used reasonable care. Examples include: industrial action; staff shortages or illness; severe weather; or civil disorder.
- 16.4 Defective digital content: If defective digital content (including, but not limited to, any Programme Materials or content accessed via ilearn) that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation (limited in accordance with clause 16.1 above). However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge, or for damage which was caused by you failing to correctly follow installation instructions, or to have in place the minimum system requirements advised by us.

## 17. **Privacy Statement**

We will at all times process any of your personal data in accordance with our Privacy Policy, which is available on our Website or upon request, which is compliant with the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018.

## 18. **Other important provisions**

- 18.1 Transferring the Contract. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within 30 days of us telling you about it and we will refund you any Programme Fees paid for in advance of the Programme being provided.
- 18.2 Discrepancies. In the event of any conflict between these Terms and our Privacy Policy and/or Website Terms of Use, these Terms will override those conflicting provisions in the Privacy Policy and Website Terms of Use.
- 18.3 Applicable Provisions. When you purchase a Programme or individual Module (or Modules), the terms and conditions in force at the time of that purchase will apply to the contract between you and us.
- 18.4 Transferring your rights. The Contract between us is personal to you and cannot be completed by any other individual. As such, you cannot transfer the Contract to another individual or entity.
- 18.5 Nobody else has any rights under these Terms. These Terms are between you and us. No other person shall have any rights to enforce any of their provisions.
- 18.6 Each of the provisions in these Terms operates separately. If a court finds any part of these Terms unlawful, the remaining provisions will continue in force and effect.
- 18.7 If we delay in enforcing any of these Terms, we may still enforce any of them later. If we do not insist immediately that you meet your obligations under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you

but we continue to provide the Programme, we can still require you to make the payment at a later date.

- 18.8 Governing Law and Jurisdiction. These Terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the Programme in the courts of England and Wales. If you live in another country, you may bring proceedings in that country, but these Terms remain subject to the law of England and Wales.