

IF YOU HAVE BEEN GRANTED THE DISCRETIONARY FEE WAIVER, THESE TERMS WILL APPLY TO YOU.

Arden University Discretionary Fee Waiver – Berlin UG & PG Degree courses (November 2023, February 2024, May 2024 and September 2024)



These terms and conditions (the “Terms”) form the basis on which Arden University Limited (“Arden”, “Arden University” and/or “we”/“us”) operates the Discretionary Fee Waiver that applies a discount to your Programme Fee of €1,000 off per level for your Eligible Programme subject to these Terms (“Discretionary Fee Waiver”).

About Arden and How to Contact Us

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 Commissioners Office.

These Terms should be read in conjunction with Arden’s student terms and conditions, policies and procedures (“Arden Policies”), in force from time to time. Copies of all Arden Policies are available on the Arden University website (www.arden.ac.uk).

For the avoidance of doubt, you remain bound by the financial and contractual obligations of the Arden University’s terms and conditions applicable to your Enrolment on a Programme.

Contact us at: www.arden.ac.uk/contact-us

1. Definition and interpretation

1.1. In these Terms:

Application means the application form for joining a Programme at Arden University;

Eligible Programme means any undergraduate degree course (excluding foundation degree course) and any postgraduate degree course, offered by us that is available to be studied via blended learning at our Berlin study centre only;

Enrolled means the process of formally registering your participation in a Programme and the expression “Enrol” should be read accordingly;

Fee Liability means the amount that you are obliged to pay for your Programme (as if the Discretionary Fee Waiver was not applied) once your acceptance of your Programme place has been confirmed by us;

Programme means any course (at any level e.g. foundation, undergraduate or postgraduate) offered by us and, for the avoidance of doubt, shall include the Eligible Programmes.

Programme Fee means the total published tuition fee for all levels to be paid to us for a Programme from time to time and any fees, costs or expenses which are not tuition fees are expressly excluded. For the avoidance of doubt, the following items are outside the scope of the Programme Fee (without limitation): costs relating to accommodation, living, food, subsistence, travel, stationery, computer or computer equipment, registration, or Enrolment; other fees charged either by us, any of our partners and/or any other governing or regulatory body in connection with your studies; library charges; printing charges; and costs associated with retaking any assessment;

Programme Start Date means the start of your Eligible Programme as defined in Arden University's academic calendar (excluding induction modules);

Sanctions means any sanction, including but not limited to, economic or financial sanctions or trade embargoes, that is imposed, administered or enforced from time to time by (a) the United States government (including, without limitation, OFAC), or (b) the United Nations Security Council, or (c) the European Union, or (d) His Majesty's Treasury of the United Kingdom; or (e) any other governmental authority; and

Sanctioned Person means, at any time, (a) any person listed in any Sanctions-related list of designated persons maintained by the United States government (including, without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other governmental authority, or (b) any person controlled by any such person.

2. Eligibility

- 2.1. To be considered eligible for the Discretionary Fee Waiver, you must meet the following criteria ("the Discretionary Fee Waiver Criteria"):
 - 2.1.1. you have received an offer letter from us to study your Eligible Programme via blended learning at our Berlin study centre for the November 2023 intake, February 2024 intake, May 2024 intake or September 2024 intake.
- 2.2. Unless we state otherwise, the Discretionary Fee Waiver does not apply to you if you are applying to be an Arden University student via any of our partnerships listed at <https://arden.ac.uk/studying-with-us/partners>, as amended from time to time.
- 2.3. For the avoidance of doubt, students who apply to study with us under a progression or articulation agreement between Arden University and a third party, are not eligible for the Discretionary Fee Waiver.
- 2.4. For the avoidance of doubt, students who come to Arden through an approved Arden University recruitment agent are eligible for the Discretionary Fee Waiver, subject to the Terms.
- 2.5. Even though you satisfy the Discretionary Fee Waiver Criteria, you will cease to be eligible for the Discretionary Fee Waiver if any of the below apply and you may become immediately liable for the full Fee Liability:
 - 2.5.1. your Arden University student account is in arrears; or
 - 2.5.2. you are blocked or expelled as an Arden University student; or
 - 2.5.3. you are or become, a member of staff (whether permanent or temporary), or a family member of a member of staff (whether permanent or temporary), or an agent or sub-agent, of (a) Arden University or any of its associated, affiliated or subsidiary companies, or (b) an Approved Arden University Franchise Partner or (c) a company associated with any other Arden University partnership arrangement or (d) an approved Arden University recruitment agent; or
 - 2.5.4. any part of your Application, or any information subsequently provided to us in connection with the Discretionary Fee Waiver (including, without limitation, any financial information) is misrepresentative or fraudulent; or
 - 2.5.5. you are a Sanctioned Person.

3. How we apply the Discretionary Fee Waiver

- 3.1. The Discretionary Fee Waiver will be automatically applied to you if you satisfy the Discretionary Fee Waiver Criteria. Where possible, the Discretionary Fee Waiver will be applied in equal amounts.

4. Cancellation and Withdrawal

- 4.1. If you cancel or withdraw your place on your Eligible Programme or are withdrawn by us, you will forfeit your Discretionary Fee Waiver. Please see our Refund Policy for your refund eligibility (if applicable).
- 4.2. The Discretionary Fee Waiver is subject to cancellation in accordance with paragraph 6 of these Terms.

5. Transfer, Deferral and Leave of Absence

Transfer

- 5.1. If you transfer from your Eligible Programme to a Programme that is not an Eligible Programme, the Discretionary Fee Waiver cannot be transferred, and you will no longer be eligible. Our Finance team will confirm to you by way of email your Fee Liability.

Deferral

- 5.2. If you are permitted to defer the start of your Eligible Programme, your deferral must be to one of the intakes listed at clause 2.1.1 in order for the Discretionary Fee Waiver to apply.

Leave of Absence

- 5.3. If you are granted a leave of absence, the Discretionary Fee Waiver will still apply to your Eligible Programme. If you subsequently decide to withdraw or are withdrawn, paragraph 4 will apply.

6. Cancellation by Arden University

- 6.1. We reserve the right to refuse, to withdraw an offer or to cancel your accepted place on an Eligible Programme for any of the reasons set out in your student terms and conditions, and including (without limitation) in the following circumstances:
 - 6.1.1. insufficient student numbers confirmed on your Eligible Programme; or
 - 6.1.2. if the number of students confirmed on your Eligible Programme exceeds the number of places available; or
 - 6.1.3. if, in our opinion, the running or continuation of your Eligible Programme becomes unviable or practically impossible for us.
- 6.2. If we are unable to run your Eligible Programme or we cancel your place for any reason as set out in your student terms and conditions, or the reasons listed in sub-paragraphs 6.1.1 to 6.1.3, we will give you the opportunity to transfer to a different Eligible Programme subject to there being a place available.

7. General

- 7.1. The Discretionary Fee Waiver can be combined with any other offer run by us.
- 7.2. The Discretionary Fee Waiver is given at our sole discretion and our decision shall be final.
- 7.3. We reserve the right to withdraw or amend these Terms and the Discretionary Fee Waiver at any time.
- 7.4. You may not transfer any of your rights under these Terms to any other individual or entity.
- 7.5. 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.
- 7.6. 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 our relationship. If you are unhappy with the transfer you may contact us to terminate the relationship within 30 days of us telling you about it.
- 7.7. We accept no responsibility for any Applications that are lost, corrupted, or not successfully completed regardless of cause, including, but not limited to, any equipment failure, technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind, and proof of sending shall not be proof of receipt.
- 7.8. We are not liable to you in respect of any claims or losses arising from these Terms and the Discretionary Fee Waiver. The above limitation of liability shall not apply to any claims that relate to death or personal injury through our negligence.
- 7.9. If we delay in carrying out our obligations to you under these Terms caused by circumstances beyond our reasonable control, we will not be liable to you (or any other person) for the consequences of that delay.
- 7.10. 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 you breaking these Terms that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 7.11. If there is a conflict between these Terms and the Arden Policies, then the Arden Policies shall prevail.

- 7.12. 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 full force and effect.
- 7.13. We will at all times process any of your personal data in accordance with our Privacy Policy, which is available at www.arden.ac.uk or upon request, which is compliant with the UK GDPR and the Data Protection Act 2018, both as amended, extended or re-enacted from time to time.
- 7.14. These Terms are governed exclusively by English law and both you and us irrevocably submit to the exclusive jurisdiction of the English courts for any claim arising under or in connection with these Terms and any non-contractual obligation arising out of or in connection with them.