Arden University Pregnancy, Adoption and Family Leave Bursary Terms and Conditions.

These terms and conditions (“Terms”) form the basis on which Arden University Limited (“Arden University” and/or “we”/”us”) operates the Arden University Pregnancy, Adoption and Family Leave Bursary (“Bursary”). This provides a £500 one off cash payment to support students who have given birth, are a surrogate, is adopting, who’s partner has given birth and is not able to care for the baby, had a still birth, miscarriage or termination and would like to take a break in learning, subject to these Terms.

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 registered on the FCA’s Financial Services Register and 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.

If you have any queries in relation to this policy or have a requirement to contact us, please do so through wellbeing@arden.ac.uk

1. Definition and interpretation

1.1. In these Terms:

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

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

Programme means any course (at undergraduate level only) offered by us;

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;

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 Bursary, you must meet the following criteria (“Bursary Criteria”):

2.1.1. You are Enrolled on an Arden University Blended Learning Programme;

2.1.2 You study in the United Kingdom (“UK”) only;

2.1.3. You must provide medical evidence of a birth, surrogacy, adoption, neonatal death, miscarriage or termination for you or your partner (with proof of yours’ and your partner’s relationship);

2.1.4. You must have taken a Break in Learning for the reasons stated above in Clause 2.1.3; and

2.1.5. You have a household income of less than £25,000, as evidenced through the Students Loan Company and/or your P60 and or proof of unemployment.

2.2. Unless we state otherwise, the Bursary does not apply to you if you are currently 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 were introduced to Arden through an approved Arden University recruitment agent are eligible for the Bursary, subject to these Terms.

2.4. Even though you satisfy the Bursary Criteria, you will cease to be eligible for the Bursary if any of the below apply:

2.4.1. your Arden University student account is in arrears; or

2.4.2. you are blocked or expelled as an Arden University student; or

2.4.3. 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

2.4.4. any part of your Application or any information subsequently provided to us in connection with the Bursary (including, without limitation, any financial information) is misrepresentative or fraudulent; or

2.4.5. you are a Sanctioned Person.

3. Information about the Bursary and how it will be applied

3.1 If you satisfy the eligibility criteria and submit a completed claim form in accordance with clauses 2 and 4, we will provide you with a £500 one off cash payment less any bank charges incurred by us in processing the bank transfer. The Funding Administration Team team will manage the application and payment through Blackbullion.

3.3. We will make the payment to you via bank transfer to the bank account you provide in your claim form; the payment may take 4-6 weeks to process. The bank account must belong to you and must be a UK bank account. We reserve the right to carry out due diligence, as we deem appropriate, before we make any payment to you under these Terms, in respect of the bank account information you provide, including but not limited to requesting relevant documentary evidence.

3.4. The Bursary is provided on a first come first serve basis as there is limited budget for the Bursary and therefore provision of the Bursary is subject to availability of money within the budget.

4. How to apply for the Bursary

4.1. In order to apply for the Bursary you need to complete the pregnancy, adoption and family leave support plan which can be found on the A-Z on iLearn A - Z Key Information (rdi.co.uk)

4.2 This will prompt a meeting with an Wellbeing adviser who will look at reasonable adjustments with you and discuss if a Break in Learning is required.

5. General

5.1. You are fully responsible for and shall indemnify us for and in respect of any tax (including but not limited to income tax and National Insurance contributions) you are required to pay in relation to receipt of money from the Bursary.

5.2. The Bursary can be combined with any other offer run by us.

5.3. The Bursary is given at our sole discretion and our decision shall be final.

5.4. We reserve the right to withdraw or amend these Terms or the Bursary at any time.

5.5. You may not transfer any of your rights under these Terms to any other individual or entity.

5.6. 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.

5.7. 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.

5.8. We accept no responsibility for any support plan provided under clause 4 that are lost 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.

5.9. We are not liable to you in respect of any claims or losses arising from these Terms and the Bursary. The above limitation of liability shall not apply to any claims that relate to death or personal injury through our negligence.

5.10. If we delay in carrying out our obligations to you under these Terms, then we will not be liable to you (or any other person) for the consequences of that delay.

5.11. 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.

5.12. 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.

5.13. By submitting a claim form, you consent to your contact details being used by us to contact you in connection with the Bursary. We will at all times process any of your special category and 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.

5.14. 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.

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