

THE EEG - PART 12

GENERAL TERMS & CONDITIONS OF WITTENBORG UNIVERSITY OF APPLIED SCIENCES



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GENERAL TERMS & CONDITIONS

INTRODUCTORY REMARKS

WITTENBORG UNIVERSITY OF APPLIED SCIENCES

Wittenborg University of Applied Sciences B.V. (Wittenborg) is a non-funded institution; it is recognised and appointed by the Dutch Ministry of Higher Education as written in the Dutch Higher Education Law (Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek). Wittenborg University of Applied Sciences is registered under BRIN number 25AY ([Register Institutes and Programmes](#)).

DUTCH COUNCIL OF TRAINING AND EDUCATION

Wittenborg is a member of the Dutch Council of Training and Education (NRTO) and is obliged to adopt the General Terms and Conditions of the NRTO (GT&C NRTO). The GT&C NRTO are applicable to all students registered at Wittenborg University of Applied Sciences and can be found on the website of Wittenborg <https://www.wittenborg.eu/nrto-membership.htm> and of the NRTO <https://www.nrto.nl/kwaliteit/algemene-voorwaarden/>.

In addition to the GT&C NRTO, Wittenborg has their own General Terms and Conditions (this document) that are applicable in their own right, irrespective of the applicability of the GT&C NRTO. In case of conflict between the GT&C NRTO and Wittenborg's terms and conditions the former will prevail.

EDUCATION AND EXAMINATION GUIDE (EEG)

The content and design of the study programmes Wittenborg offers, is described in the Education and Examination Guide (EEG). The EEG is available at Wittenborg's Student Registry Department, and made available to all students on the Website <https://www.wittenborg.eu/eeg.htm> and on the Virtual Learning Environment www.wittenborg-online.com. These terms and conditions are also part of the EEG. These terms and conditions expressly refers to multiple parts of the EEG. This explicit mention does not exclude the applicability of the EEG as a whole.

BOOKS, STUDY MATERIALS, TIME TABLES, STUDENT CHARTER, EDUCATION GUIDE

Obtaining study materials such as (digital) books, timetables and the Education Guides, is described in the Education Guide. See also: EEG Part 2 – Education Guide <https://www.wittenborg.eu/eeg.htm>. This guide, together with the Student Charter will be provided to the students before the start of the programme. Wittenborg reserves the right to change the time tables and lesson programmes. Written notice of such changes will be distributed as soon as possible.

ENGLISH LANGUAGE

Over 90% of students at Wittenborg are international and over 40% of its staff are non-Dutch nationals. For that reason, an exception has been granted in relation to the Netherlands Act of Higher Education in relation to the language of programmes offered at Wittenborg. All programmes offered at

Wittenborg are offered only in English. The English Language is the official language within all departments at Wittenborg. Dutch students cannot fulfil their examinations and assessments in the Dutch at Wittenborg and Wittenborg cannot be expected to offer its programmes in Dutch. See also: EEG Part 12b – Code of Conduct Language Wittenborg <https://www.wittenborg.eu/eeg.htm>.

OBLIGATIONS OF THE STUDENT

PERSONAL INFORMATION

Wittenborg is reliant on the Student for much of the data Wittenborg holds. It is the Student's responsibility to keep their record up-to-date by notifying Wittenborg of any alterations to the Student's address, personal details or course enrolments. The Student has to inform the Student Administration in writing about a change of address within 14 days after moving. The accuracy of personal information provided by Students may also be checked by Wittenborg against relevant external sources. The Student is responsible for possible losses as a consequence of not informing the Student Administration (in time), such as the loss of the student visa due to not informing Wittenborg in time of a move of address.

INSURANCE

It is the Student's responsibility to arrange their own insurance, for at least the following:

- a health insurance: please note that it is mandatory by Dutch law for everyone living in the Netherlands, including EU and non-EU Students, to have proper health insurance;
- a personal liability insurance;
- a household insurance for your belonging; and/or
- a liability insurance via the work placement company in case of work placement.

Only for non-EU Students, a health insurance via AON will be arranged upon their arrival for a period of time linked to the first Study registration period. It is the non-EU Student's own responsibility to extend this health insurance after the first period. It is possible to arrange this through the Student Support Office.

ACADEMIC INTEGRITY

All members of the Wittenborg community, and their guests, are expected to conduct themselves in an appropriate and civil manner at all times. These behavioural expectations include behaviour both on and off campus and both within and outside of the academic setting. The behavioural rules are further specified in EEG (Part 10 - Student Charter and EEG Part – The Student Code of Behaviour (<https://www.wittenborg.eu/eeg.htm>)).

Additional policies and practices or changes may evolve, and abovementioned documents and other policies may be amended, modified, or suspended at any time. Written notice of such changes will be distributed as soon as possible.

ENROLMENT AND (RE-)REGISTRATION

REGISTRATION

Wittenborg provides the opportunity to start its programmes six (6) times a year. Application can be done throughout the entire year. The Prospective student has to hand in all the documents listed in the Admission Procedure/Application Form (<https://admission.wittenborg.eu/>) and has to be able to identify itself with a legally valid form of identification, as specified in article 1 of the Dutch Compulsory Identification Act ('Wet op de Identificatieplicht').

The Enrolment process will be as follow:

1. The application process is initiated by the Prospective student by submitting your application to Wittenborg via the admissions portal.
2. The Prospective student supplies (upon further request) all the necessary information to Wittenborg. The specific programme requirements are further specified in the EEG (Part 2 – Education Guides (<https://www.wittenborg.eu/eeg.htm>)).
3. Using this information, Wittenborg will draft up a Study agreement. Underlying terms and conditions form a part of the Study Agreement. (If applicable: Wittenborg will request further information and start the process of arranging housing and/or the VISA request with the IND.)
4. If admissibility has been established, the Prospective student will receive a letter of acceptance and the Study agreement.
5. The Student signs the Study agreement. In doing so, the Student also agrees to these terms and conditions and - if applicable, to the Additional Terms. In addition, by signing the Study Agreement, the Student declares that it has been informed about the Tuition Fees and the Cancellation - and refund policy as described in these terms and conditions.
6. After signing and returning the signed Study Agreement to Wittenborg, the registration will be definitive, meaning, amongst others, that, at the very least, the Non-refundable registration fee is due.
7. The Student will receive an invoice. After payment of the amount specified in the invoice, in the way as set out in these terms and conditions, the application-process will have been completed. From that point onwards the Student will be registered.

See also: <https://www.wittenborg.eu/follow-our-application-process.htm>.

RE-REGISTRATION

Registration of the student is continuous, and is invoiced per year. It is the students' responsibility to inform Wittenborg registry department of the termination of the study agreement and cancellation of registration as a student. Only in case of graduation, the student will be charged for the required study period. Subsequent re-registration is partially refundable according to the scheme and is only applicable to bachelor students.

Re-registration for the next Study year will be confirmed after payment of the (first instalment of the) Tuition fee for that Study period.

AGREED FEE

The Agreed fee, as specified on the invoice, consist of the following:

- the Tuition fee; including the Non-refundable registration fee for new students;
- the Study materials fee; and
- if applicable: costs related to f.e. mandatory excursions.

Wittenborg is entitled to change the fees annually. Please check for the current fees Wittenborg's website [Wittenborg Tuition & Fees - all programmes](#)

Not attending classes will not lead to reduction of the Agreed fee.

Students who choose to study part of their programme at a Wittenborg partner institute, under the terms of agreements made between Wittenborg and that institute, must pay the full Agreed fee to Wittenborg for that Study year. Any fees to be paid to the partner institute are either to be paid additionally, or can be compensated by Wittenborg, depending on the arrangements Wittenborg has made with the partner institute.

CHANGES IN STUDY PROGRAMME

If there are less than five (5) Students registered to take a chosen specialisation module within a programme, the specialisation module will not be offered in that Academic year, and another specialisation module has to be chosen by the Student. Wittenborg reserves the right to change the content, timetabling and delivery methods of curriculum and study programmes, as well as lecturers, location and lesson times.

A change of a full-time programme into part-time, dual learning or Distance learning is allowed if agreed if provided by Wittenborg and only after approval by the Student's tutor and the programme coordinator and/or director. The student's obligation to pay the agreed tuition fee remains. The Student must keep in mind the possible consequences this may have on its VISA. If the Student has any questions, it can contact the Student Support Office (e-mail: admission@wittenborg.eu).

PAYMENT

PAYMENT

Tuition fees are usually charged on a Study year basis (Bachelor students). Students retain ultimate liability for the payment of their Tuition fees, whether invoiced or not, including where guarantor/sponsorship, grant or loan agreements have been approved.

A (Prospective) Student can pay in the ways detailed below.

A. Bank transfer

Using the following information:

- Name of the bank: Rabobank
- IBAN-Code (SEPA): NL13RABO0118220608
- Address of the bank: Marktplein 40, 7311LR, Apeldoorn, the Netherlands
- Name of receiver: Wittenborg University of Applied Sciences BV
- Address of receiver: Brinklnaa 268, 7311 JD, Apeldoorn, the Netherlands
- BIC Code: RABONL2U
- Please make sure that both of the following references are clearly quoted when making a payment:
 - The Student number
 - The invoice number

B. Payment by automatic collection

The amount of every instalment will be raised with €12.50 administration costs. The collection of every instalment will take place around the 28th of each month. Please check for the current fees Wittenborg's website (<https://www.wittenborg.eu/wittenborg-tuition-fees.htm>).

Payment by automatic collection is only possible after signing the authorisation form for automatic collection. (Non-EU Students are excluded from the option to pay in instalments for the first Study year.)

For further information see EEG (Part 12a - Tuition Fee Policy (<https://www.wittenborg.eu/eeg.htm>)).

SANCTIONS FOR NON-PAYMENT

When a delay in payment of more than one month occurs, Wittenborg is entitled to collect the total amount at once. Continuous delay in payment can lead to direct annulment of the **Study agreement** by Wittenborg, however, under no circumstances will direct annulment of the contract lead to financial compensation. All due payments are still owed to Wittenborg .

Wittenborg will take all necessary measures to retrieve due payments. If reminders and payment demands have to be sent due to delay in payment, extrajudicial collection costs and statutory interest will be charged, from the second demand on. For the calculation of these costs Wittenborg will make use of the BIK, which can be found at: <https://www.rechtspraak.nl/Voor-advocaten-en-juristen/Reglementen-procedures-en-formulieren/Civiel/tarieven-kosten->

[vergoedingen/Paginas/Staffel-Buitengerechtelijke-Incassokosten.aspx](#). Wittenborg may, for the benefit of the Student, deviate from the amounts and percentages referred to.

The Student or its legal guardian will be held responsible for all costs.

CANCELLATION, (EARLY) TERMINATION AND DE-REGISTRATION

CANCELLATION AND (EARLY) TERMINATION BY THE STUDENT

The Student can cancel or (early) terminate the Study agreement at any time. The following provisions will apply to both Cancellation and (Early) termination.

Cancellation and (Early) termination of registration by the Student has to be done by sending a letter by registered post or an e-mail to the Student Registrar's (e-mail: registrar@wittenborg.eu). The date of termination will be the end date of the block in which the Student's request to terminate their Study agreement is received by the Student Registrar's office of Wittenborg. It is the Students' responsibility to inform Wittenborg's registry department of the termination of the study agreement and cancellation of registration as a Student.

In case of Cancellation or Early termination the Student owes Wittenborg payment for the work already performed, at least including but not (always) limited to the Non-refundable registration fee and the full or partial Tuition fee for the Study year, depending on time of deregistration. These fees will be deducted from the refund.

The mutual rights and obligations that apply to the Study agreement will be terminated as soon as the Study agreement has been cancelled. Obligations which were applicable prior to the cancellation remain in force.

With the deregistration of the Student the right for study grant and OV public transportation card (if applicable) will end. Wittenborg has the obligation to inform the Dutch Student finance agency, ('DUO'), annually about the registration periods of all the Students. It is the Student's responsibility to inform the DUO in time about changes in his/her personal situation or details. Wittenborg cannot be held responsible nor liable for possible financial loss suffered by the Student as a result of not informing DUO (in time).

NON-EU STUDENTS ON A RESIDENCE PERMIT FOR STUDY AT Wittenborg

Cancellation of application and/or registration by non-EU students that require a study residence permit to study in the Netherlands, and that fall under Wittenborg's IND sponsorship can only be done if Wittenborg is officially cleared from the responsibility towards the immigration services for the particular student. Evidence for this must be provided, such as a registration letter of another sponsor taking over sponsorship, prove to have returned to your home country and deregistration from the municipality and immigration services, or a residence permit based on a different purchase. Only after having received the prove the application/registration can be cancelled.

CANCELLATION

In the event of cancellation, the Student will receive:

Time of cancellation prior to the start of the course	Costs due
<i>Up to two months (>2 months)</i>	- 100% of the Non-refundable registration costs - 10% of the agreed Tuition fee
<i>Between two and one month (<2 and >1 month)</i>	- 100% of the Non-refundable registration costs - 20% of the agreed Tuition fee
<i>Between one month and two weeks (< 1 month >2 weeks)</i>	- 100% of the Non-refundable registration costs - 30% of the agreed Tuition fee
<i>Less than two weeks (<2 weeks)</i>	- 100% of the Non-refundable registration costs - 40% of the agreed Tuition fee

Costs that are already made by Wittenborg, if applicable, will be deducted from the refund.

Under no circumstances will refunds be given to students who did not obtain the required legal and/or immigration status due to committing fraud, the provision of false information and/or documents.

EARLY TERMINATION

In the event of Early termination, the Student will receive a refund after deduction of the below mentioned costs:

- Start-up costs, 40% of the agreed tuition fee for the ongoing Study year (Bachelor students), for the agreed programme fee (Master students);
- The costs of the blocks already followed, irrespective of whether the Student has attended the classes of the blocks;
- In principle, the costs of the education the Student already attended will be determined as follows:
 - the costs of the completed block(s); and
 - the costs of the block ongoing at the time of Early termination.
- Costs that were already made by Wittenborg, if applicable. These costs will include for example: Study materials fee.

The total costs will never exceed the Agreed price.

DEREGISTRATION BY WITTENBORG

Wittenborg is entitled to deregister students if any or multiple of the following circumstances occur:

- Student misbehaviour in breach of the 'Code of Conduct' or 'Student Charter' including but not limited to misbehaviour in and around the housing provided by Wittenborg;
- Student does not fulfil his financial obligations;

- the Student commits fraud; and/or
- a negative binding study advice given by the Graduation and Examination Board and the appeal period of 4 weeks has passed.

The scheme as set out in 'Early termination' will apply to these situations with the necessary changes within this context. Possible damages and costs will be deducted from a refund if applicable. In case of fraud, the Graduation and Examination Board has the right to give a student a negative study advice. In this case the student will bear all financial and legal consequences.

INTELLECTUAL PROPERTY

Intellectual property is the term used to describe the outputs of a person's creative and intellectual endeavour, such as inventing a new process or product or writing new software. It can allow a person to own things this person creates in a similar way to owning a physical property. A person can control the use of the IP-rights, use it to gain financial reward, and prevent others from using the IP without the person's permission.

The four main types of IP are:

- I. Copyright – protects material such as literature, art, music, sound recordings, films and broadcasts
- II. Designs – protects the visual appearance or eye-appeal of products
- III. Patents – protects the technical and functional aspects of products and processes; and
- IV. Trademarks – protects signs that can distinguish the goods and services of one trader from those of another

More than one type of IP may apply to the same creation. Patents, registered trademarks and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design right are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.

OWNERSHIP OF INTELLECTUAL PROPERTY GENERATED BY STUDENTS.

Any IP created by the Student during the course of studies belongs to the Student unless agreed otherwise in writing between the Student and Wittenborg. All students, however, grant Wittenborg permission to use their work or copies of their work (digital or otherwise) for academic, teaching and marketing purposes as well as to comply with EU General Data Protection Regulation (GDPR).

TURNITIN

Occasionally, Wittenborg receives requests via Turnitin from other institutions to view the full text of the Student's paper due to Turnitin Similarity Report. In such a case, although the copyright of the work remains with the Student author, Wittenborg reserves the right to either accept or decline the request.

Wittenborg considers it pertinent to grant such requests, where appropriate, in order to uphold academic integrity and to promote reciprocal collaboration with other institutions. A high similarity percentage to a paper submitted to Wittenborg can imply that one of the students (either the student from Wittenborg or from the other institution) has voluntarily shared their work. This would be tantamount to academic misconduct (collusion) and necessitate investigation by Wittenborg. However, there may be other possible reasons for this high similarity percentage which does not indicate academic misconduct.

The Data protection provision as set out in this article is applicable to such requests. If the request is accepted, only an anonymized paper will be submitted, all information that identifies the Student will be removed. If, after the investigation by Wittenborg, it is found that there is indeed collusion or academic misconduct, the case will be referred to Wittenborg's Graduation & Examination Board ('GEB').

OWNERSHIP OF INTELLECTUAL PROPERTY OF WITTENBORG

The intellectual property rights of any (course)material provided by Wittenborg belong to Wittenborg or third parties with whom Wittenborg has contracted. With the exception of any case in which Wittenborg has granted the Student explicit prior written consent the Student is never allowed to:

- Share, duplicate, or distribute the provided (study) materials in any way, both the material in its original form or after (small) adjustments including but not limited to using the material under the Student's own name

This provision applies both during and after the Student's time at Wittenborg. The course/study materials are to be personally used by the Student only.

DATA PROTECTION ACT

The General Data Protection Regulation (GDPR) applies to all the information which is provided to Wittenborg by a Prospective student or Student. The Data Controller is Wittenborg, it collects and processes information about students under the terms as set out in these terms and conditions for teaching, research and administrative purposes. All such activity is governed by the Data Protection Act 2018 and is detailed in Wittenborg's privacy notice: <https://www.wittenborg.eu/privacy-notice-applicants.htm>. As a data subject, a Student has a number of rights. The Student can request access to their data, ask Wittenborg to correct any inaccurate data or stop processing data – The Student can find more information or exercise their rights by contacting the Data Protection Officer (e-mail: dataprotection@wittenborg.eu).

Wittenborg takes measures to process and store Student's data in secure networks conditions, and to process and disclose data only in accordance with the terms of Wittenborg's privacy notice. Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your address, personal details or course enrolments.

For full details please refer to Wittenborg's Data Protection Policy. If a Student is dissatisfied with the way Wittenborg has processed its personal data, or has any questions or concerns about the data, please contact the Data Protection Officer (e-mail: dataprotection@wittenborg.eu). In case Wittenborg is not

able to resolve the issue to the Student's satisfaction, the Student has the right to apply to the Dutch Personal Data Authority ('Autoriteit Persoonsgegevens') <https://autoriteitpersoonsgegevens.nl/nl/zelf-doen/privacyrechten/klacht-indienen-bij-de-ap>.

PORTRAIT RIGHTS

Wittenborg reserves the right to use possible images of (educational) activities on which the Student is visible, for various marketing purposes for Wittenborg. The Student is entitled to object to the use of his/her data by Wittenborg. The objection has to be sent to the Data Protection Officer (e-mail: dataprotection@wittenborg.eu).

FORCE MAJEURE

Wittenborg will always strive to provide top-quality education for its Students, taking the form it has Agreed. However, in extraordinary circumstances, including but not limited to occurrences of war, natural disasters and a pandemic Wittenborg has to right to suspend or terminate the Agreed education and/or provide the education in a different way (f.e. Distance learning).

Wittenborg will notify the Student of the force majeure situation and the suggested solution as soon as reasonably possible within the circumstances.

LIABILITY

Wittenborg makes every reasonable effort to prevent injury to its students and staff. However, with the exception of gross negligence or intent on the part of Wittenborg, Wittenborg, cannot be held liable for injuries/death of a Student or loss/damage of personal property for which it cannot reasonably be expected to be insured against both at Wittenborg premisses and in the student housing provided by Wittenborg, including but not limited to situations of intent or gross negligence on the part of a Student. In any event, liability will not include anything other than damages that can be linked directly to the event creating the liability.

Wittenborg is not liable for any consequences due to changes in law or policy made by national and local government. Wittenborg strives to keep the information given in the EEG relating to external organisations (e.g. DUO, Tax office, Ministry of Education, NVAO, FIBAA etc.) up to date yet cannot be held liable for any changed information. It is the responsibility of the Student to ensure that they use the correct information

SCREENING

In compliance with international sanction regulations imposed by the EU, the UN and the US, Wittenborg must conduct appropriate due diligence and screening against applicable financial sanctions target lists, such as the HMT Consolidated List, financial sanctions target lists, and the OFAC list. This screening can always be performed both prior and after a Student's admission at Wittenborg. Wittenborg cannot be

involved in any financial transactions with any person or entity, or relation of, who is registered on these lists.

QUESTIONS AND COMPLAINTS

Should any question arise, the Student can contact Wittenborg's Student Support Office (e-mail: registrar@wittenborg.eu). Wittenborg will always strive to answer the Student's questions to his/her satisfaction as soon as possible.

Wittenborg will do its very best to make the period a student studies at Wittenborg as comfortable as possible. In case of complaints, a student needs to follow the internal complaints procedure, which can be found in the EEG Part 4 – Practical Information Guide. If the complaint, despite Wittenborg's efforts to handle it, persists, a further complaint can be filed with the Dutch Disputes Committee (Geschillencommissie Particuliere Onderwijsinstellingen, <http://www.degeschillencommissie.nl/>).

APPLICABLE LAW

Dutch Law applies to these terms and conditions.