

General Terms for courses offered by Stichting Hogeschool van Arnhem en Nijmegen

governing educational programs in the broadest sense in the private (i.e. not publicly funded) domain

Subject	General Terms for HAN Courses
Executive Board decision no.	Executive Board decision 2020/1654
Adopted on	7 April 2020

1. Definitions

The following definitions are used in the present General Terms:

- a. **HAN:** Stichting Hogeschool van Arnhem en Nijmegen, called HAN University of Applied Sciences in English.
- b. **Participant:** a natural person who has enrolled in a course organized by HAN.
- c. **Application:** a written notification (which includes using an online form) by a natural person to HAN that he or she wishes to follow a course.
- d. **Rules of Conduct:** the rules that apply inside HAN's buildings, as laid down in various places including the appendices to the Student Charter and other specific rules declared by HAN to be applicable.
- e. **Tuition Fee:** the amount that the participant must pay HAN to follow a course.
- f. **Exam Fee:** the amount payable to HAN for the participant to take or resit an exam for a course, insofar as this amount is not already included in the Tuition Fee.
- g. **Course:** a training session, learning path, module, basic or advanced course or master degree program that is organized by HAN and that is not publicly funded.
- h. **Study Materials:** readers, handbooks, applications, and other materials that are developed by or for HAN and that are needed as part of a course.

2. Application and enrollment

1. HAN has the authority to impose entry requirements for participation in courses.
2. HAN Applications will be considered in the order in which HAN receives them. If a course receives more applications than its capacity permits, any further person who has applied will be placed on a waitlist. Waitlisted persons are prioritized for admission to - but are not obliged to participate in - the next course that offers a similar curriculum.
3. HAN has the authority to refuse any application, with an explanation of its reasons for that refusal.
4. HAN application is considered to have been accepted once HAN has given the participant written confirmation. HAN confirmation serves as proof of enrollment.

3. Cancellation by the participant

1. Participants are entitled to appoint another person to replace them on a course, provided that this is notified in writing to the board of the faculty responsible for the course before the course starts, and the person in question satisfies the entry requirements and agrees to fully assume the participant's obligations.
2. If a participant decides not to take part in the course, he or she will owe the following cancellation fees:
 - An administration fee of €50, if the participant cancels at any moment up to two months before the course starts;
 - 30% of the Tuition Fee, if the participant cancels at any moment between two months and one month before the course starts;
 - 60% of the Tuition Fee, if the participant cancels at any moment between one month and two weeks before the course starts;
 - 100% of the Tuition Fee, if the participant cancels at any moment beyond two weeks before the course starts and after the course has already started.
3. Where Participants are required to take or resit exams, the provisions set out in paragraph 2 also apply, modified by replacing 'tuition fee' by 'exam fee' and 'course' by 'exam'.
4. The moment of cancellation by a participant is determined by the moment when HAN receives written notification that the participant has decided not to take part in the course.

4. Cancellation by HAN

1. HAN is entitled to cancel any course before it starts, if HAN is of the opinion that the enrollment for the course is not high enough or if it has another reason.

2. If HAN cancels a course, HAN will notify the participants as soon as possible, and refund any tuition fees, and where applicable exam fees, that they have paid.
 3. HAN is not liable for the costs of study materials that participants have already purchased, nor for any other costs, loss, or damage.
- 5. Invoicing and payment**
1. Participants will be invoiced once their enrollment for the course has been confirmed, or once they have registered to take or resit an exam for which an exam fee is payable.
 2. Except where a payment schedule has been agreed in writing, invoices must be paid within 30 days after they are received, without the possibility of any setoff.
 3. Failure to pay on time constitutes a breach, without any warning or notice of breach being required. Statutory interest will then become payable, without prejudice to HAN's right, in the case of payment in installments, to demand full and immediate payment of the Tuition Fee and where applicable the Exam Fee. The participant will then also owe the judicial and extrajudicial costs that HAN is forced to incur to collect payment. The extrajudicial costs will be established in accordance with the most recent version of the Dutch Compensation for Extrajudicial Debt Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- 6. Courses**
1. HAN is permitted to modify the course program, location, and curriculum, and/or the team of trainers.
 2. Where a trainer or examiner becomes unavailable, HAN will endeavor to arrange a replacement as soon as possible.
- 7. Exams and certificates**
1. Diplomas, certificates, and proof of participation will be awarded in a manner described by HAN.
 2. HAN reserves the right to withhold a participant's diploma, certificate, or proof of participation until it has received full payment of the Tuition Fee, and where applicable the Exam Fee, that the participant owes.
- 8. General conduct obligations**
1. Inside HAN's buildings and the associated outdoor areas, participants must act in accordance with HAN's Rules of Conduct.¹ Participants are expressly obliged to refrain from any and all conduct that disrupts or might disrupt business at HAN.
 2. In the event of misconduct by a participant, HAN may deny him or her access to the course, either temporarily or permanently. Misconduct includes any instance of aggression, violence, sexual or other harassment, and continued failure to comply with the Rules of Conduct following a warning by HAN.
 3. Participants may make video and audio recordings during the course for their own private use, but only with express written permission from the trainers, examiners, and other participants.
- 9. Intellectual property**
1. HAN holds the title to the intellectual property rights to the materials shared with participants as part of the course, with the exception of commercially available books and materials developed by third parties. Those materials may not be reproduced and/or made public in any manner without HAN's prior written permission. At a minimum, those materials include study materials, the curriculum, and exams.
 2. HAN is entitled to archive the products developed by participants during the course in order to assess participants and to monitor the quality of the course.
 3. Products developed by participants will not be made public without the appropriate participant's prior consent. However, HAN is entitled to use those products in anonymized form.
- 10. Personal data protection**
1. The data provided by participants are recorded in HAN's accounts and records. Those data are used to ensure that HAN can conduct its business as necessary in a responsible manner.
 2. HAN may use participants' address details in the manner described in its Privacy Rules.¹
 3. HAN will not provide information to third parties about the participant's course progress without his or her prior written consent.
 4. Participants have the right to access and correct their own data. Participants who no longer wish to receive information may notify HAN of this in writing.
- 11. Liability**
1. HAN is not liable for loss or damage, regardless of how it is caused, that participants might suffer in connection with the course, except in the event of willful intent or deliberate recklessness on HAN's part.

¹ Copies of the Rules of Conduct and HAN's Privacy Regulations are available from HAN, and will be sent free of charge on request. Those rules and regulations are also available online at www.han.nl. More specifically, HAN's Privacy Regulations are available at <https://www.han.nl/start/corporate/contact/privacyrelement/>. The Appendices to the Student Charter are available at <https://www.han.nl/studeren/succesvol- studeren/rechten-plichten/>.

2. HAN is not liable for loss or damage resulting from information, including information about the course, that is incorrect or incomplete, nor from incorrect or incomplete recommendations or advice given in connection with the course, nor from mistakes in course materials.

12. Force majeure

1. HAN cannot be held responsible for any failure to fulfill its obligations where that failure is caused by force majeure.
2. Force majeure on HAN's part may include: (i) situations where third parties whose services HAN has engaged, for example vendors, subcontractors, and other parties on which HAN depends, do not fulfill their obligations, or do not fulfill them on time, (ii) weather conditions, forces of nature, (iii) terrorism, war, insurgency, and similar events, (iv) cybercrime, disruptions of the digital infrastructure, (v) fire, power outages, loss, theft, or destruction of tools, materials, or information, (vi) strikes or work stoppages, (vii) above-standard levels of sick leave among HAN's workforce, and (viii) restrictions on imports or trade, and other government measures.
3. HAN is entitled to suspend fulfillment of its obligations if it is prevented temporarily by a force majeure situation from fulfilling its obligations in respect of participants. Once the force majeure situation has ended, HAN will fulfill its obligations as soon as its schedule permits.
4. In the event of a force majeure situation where fulfillment is or becomes permanently impossible, or if HAN is unable to reschedule the relevant activities within 12 months owing to a temporary force majeure situation, HAN is entitled to rescind the contract with immediate effect, whether in part or in its entirety. In such situations, participants are entitled to rescind the contract with immediate effect; however, this extends only to those contractual obligations that the participant has not yet fulfilled.
5. Neither party is entitled to claim compensation for past or future loss or damage incurred as a result of force majeure, suspension, or rescission within the meaning of this Article 12.

13. Complaints procedure

1. Complaints may be submitted in writing, with an explanation of the reasons for the complaint, to the board of the faculty responsible for the course, within 30 days after the cause for the complaint arises.
2. The board will endeavor to respond to each complaint in writing within 30 days, with an explanation of its reasoning. If the person making the complaint so wishes, he or she will be given the opportunity to be heard.

14. Derogations from these General Terms

1. Derogations from these General Terms are binding only if and insofar as they have been agreed in writing.
2. Where one or more provisions of these General Terms are found to be or are declared invalid, each invalid provision will be replaced by a valid provision that reflects and matches the intent of the invalid provision as closely as possible. Where one or more provisions of these General Terms are invalid, this will not diminish the validity and applicability of the other provisions.

15. Governing law and jurisdiction

1. All contracts relating to participation in a course are governed by Dutch law.
2. Any and all disputes that arise in connection with such contracts will be referred exclusively to the competent civil court in the Netherlands.