

General terms and conditions non-government funded education at The Hague University of Applied Sciences

The terms and conditions for non-government-funded education at The Hague University of Applied Sciences, apply to both non-government-funded master's and post-bachelor's degree programmes (or parts thereof) and modular education (such as training courses, masterclasses, or microcredentials) unless otherwise indicated or agreed in writing. In addition to these conditions, specific conditions may apply. These conditions are also found in the course description on the website.

The terms and conditions are effective from 1 October 2024.

Article 1 Definitions

Participant: the individual who, based on their registration, is entitled to participate in non-government-funded education offered by The Hague University of Applied Sciences;

Non-government-funded education: a non-government-funded master's or post-bachelor's programme (or part thereof) or modular education (such as a training course, masterclass, or microcredential). Non-government-funded means 'private', not funded by the government.

Article 2 Registration

Registration for non-government-funded master's programmes takes place through the national application system for Higher Education, 'Studielink' (<https://www.studielink.nl>), and for post-bachelor's and modular education through the student information system 'Osiris'. An intake interview may be part of the registration process. Whether an intake interview is applicable will be indicated on The Hague University of Applied Sciences website (<https://www.dehaagsehogeschool.nl/professionals>) for the specific non-government-funded education. The Hague University of Applied Sciences is entitled to check whether the participant meets the admission requirements and may cancel registration if these are not met. The participant will be informed of the final admission via a confirmation email.

By submitting the registration, the participant agrees to the terms and conditions.

Legal cooling-off period

The participant has the right to withdraw from the agreement without providing reasons within 14 days after final admission. To exercise the right of withdrawal, the participant must notify The Hague University of Applied Sciences through an unambiguous statement within this period. This must be done via email pro@hhs.nl. See also Article 6, paragraph 2.

If The Hague University of Applied Sciences provides an online course in full after payment and the participant has consented beforehand that the course can be followed immediately after payment and acknowledged that they would lose the right of withdrawal or cancellation once the course is delivered, the right of withdrawal ceases to apply.

Article 3 Order of Registration

Registration is processed in the order in which it is received. Some courses have a minimum and/or maximum group size.

Article 4 Tuition Fees

Fees are applicable to registration for non-government-funded education. The tuition fees are listed on the website. Unless otherwise stated, the tuition fees do not include:

- travel and accommodation expenses;
- purchase costs for prescribed study materials;
- admission test fees.

If a course component is concluded with an exam, a one-time resit is included in the tuition fees. If a participant does not use the first or second exam opportunity, it will still count as an exam or resit unless there is a case of force majeure. For non-government-funded master's programmes, the examination board decides whether force majeure applies; for other forms of education, the programme manager decides.

If a component of a non-government-funded master's programme is resat more than once (only with prior approval from the examination board), the participant will be charged for those resits. The exact costs will be specified in the Education and Examination Regulations (EER) of the respective programme.

Article 5 Payment Method and Late Payment

In some cases, the participant may pay the course fees in instalments. The participant is required to specify the payment method during the registration process. If paying in instalments, a one-time administrative fee will be charged. The exact amount and payment options are listed on the website (<https://www.dehaagsehogeschool.nl/professionals>) for the specific course.

Payment may also be made by the employer or an organisation; however, for non-government-funded master's programmes, only the employer can pay in instalments. In all other cases, the employer must make a one-time payment.

During the registration process, the participant must indicate whether the payment will be made by themselves or by their employer or an organisation. If the employer is paying, the participant must also sign an employer form. **NOTE: The choice between 'private' payment or 'employer/organisation' payment cannot be changed later. In such cases, the participant must settle payment with the employer/organisation.**

Even if the employer or organisation pays the tuition fees, the participant remains responsible for ensuring timely and complete payment. The employer guarantees the payment. If payment is not made within the due date on the invoice and after receiving three reminders, the matter will be transferred to a debt collection agency, and the participant may be denied access to the course and/or facilities without any reduction or refund of the course fees. Participants in non-government-funded master's programmes cannot begin the graduation process until all obligations, including financial ones, have been met. If a participant is entitled to a certificate or diploma after successfully completing the course, this document will only be issued once the participant, employer, or organisation has fulfilled all payment obligations, including any additional interest and/or collection costs, to The Hague University of Applied Sciences.

Article 6 Cancellation by Participant before start of the programme

1. Cancellation method

- Participants in a non-government-funded master's programme must cancel through [Studielink](#).
- Participants in a post-bachelor's or modular education programme must cancel via email pro@hhs.nl. The date of cancellation will be the email's send date.

Note: Paragraph 2 applies only when the legal cooling-off period no longer applies.

2. Cancellation costs applicable before the start of the programme

- Cancellation is only subject to charges if the legal cooling-off period under Article 2 no longer applies, or if the course has already begun.
- Cancellation up to 4 weeks before the start of the course is free of charge.
- For cancellation within 4 weeks of the course start, a cancellation fee of € 1.000,- or the full tuition fees (if less than € 1.000,-) will be charged to cover costs incurred by The Hague University of Applied Sciences.

Article 7 Mid-Course termination by participant

If the participant terminates the course after it has started, The Hague University of Applied Sciences is entitled to reasonable compensation. In determining what is reasonable, factors such as the work already done by The Hague University of Applied Sciences, the benefit gained by the participant, and the reason for termination will be taken into account.

Article 8 Course cancellation by The Hague University of Applied Sciences

The course offered by The Hague University of Applied Sciences will only proceed if, in the university's judgement, a sufficient number of participants have registered. Participants will be informed at least two weeks before the planned start date if the course will go ahead. If the course is cancelled, invoices sent will be credited, and any course fees already paid will be refunded.

Article 9 Changes to lecturers/programme leaders and/or programme content

The Hague University of Applied Sciences reserves the right to change the lecturers and/or programme leaders after their names have been published in announcements or advertisements without the participant having the right to cancel their registration, except as provided in Article 6 of these terms and conditions. The Hague University of Applied Sciences also reserves the right to change the programme content during the course in the event of reprogramming of examination requirements and/or for quality improvement purposes (the latter at the discretion of The Hague University of Applied Sciences) without the participant having the right to cancel their registration, except as provided in Article 6 of these terms and conditions.

Article 10 Non-attendance

If a lecturer at The Hague University of Applied Sciences is unable to conduct a lesson/session, The Hague University of Applied Sciences will attempt to provide a substitute lecturer. If that is not possible, the university reserves the right to reschedule the lesson/session to a date determined by The Hague University of Applied Sciences without giving the participant the right to a refund or reduction in course fees. If a participant is unable to attend a lesson/session or an exam for any reason, this does not entitle the participant to a reduction or refund of course fees.

Article 11 Other applicable regulations

The following regulations also apply to participants of non-government-funded education. These regulations can be found on the website of The Hague University of Applied Sciences ([Facts and documents | The Hague University of Applied Sciences](#)):

- Complaints Procedure for Unwanted Behaviour;
- Privacy Policy;
- Examination Appeals Board Regulations (only applicable to non-government-funded master's programmes);
- Disputes Advisory Committee Regulations (only applicable to non-government-funded master's programmes);
- Whistleblower Committee Regulations;
- Code of Conduct and Disciplinary Measures;
- ICT Regulations;
- Library Regulations;
- Education and Examination Regulations (only applicable to non-government-funded master's programmes).

In the admission of international participants, The Hague University of Applied Sciences adheres to the national [Code of Conduct for International Students in Dutch Higher Education](#).

Article 12 Address changes

Participants are required to notify the administration of The Hague University of Applied Sciences of any address changes in a timely manner via email. The specific email address varies depending on the type of education and will be communicated to the participant after registration. For non-government-funded master's programmes, address changes registered in the municipal Personal Records Database (BRP) are automatically passed on to the university via Studielink.

Article 13 Special circumstances

Participants must promptly report any special circumstances that may hinder their study progress to the programme manager of the respective course.

Article 14 Liability

1. The Hague University of Applied Sciences is not liable for the loss, theft, or damage of personal belongings within the buildings and on the premises of The Hague University of Applied Sciences. Liability for the negligent failure to (properly) fulfil the obligations of The Hague University of Applied Sciences is limited to the amount paid by the participant to The Hague University of Applied Sciences for attending the relevant course.
2. In the event of force majeure, The Hague University of Applied Sciences may suspend its obligations under the agreement and/or these general terms and conditions for the duration of the force majeure. If this period exceeds two months, The Hague University of Applied Sciences is entitled to dissolve the agreement. In such cases, there is no obligation to compensate for damages.
3. Force majeure, as referred to in the previous paragraph, includes circumstances preventing The Hague University of Applied Sciences from fulfilling an obligation due to circumstances not attributable to its fault or responsibility by law, legal action, or generally accepted practices.

These circumstances may include, but are not limited to:

- Strikes and/or work stoppages (organised or unorganised);
 - Government measures that hinder the execution of services;
 - Illness, unforeseen dismissal, or the absence of employees who would be involved in providing services and for whom, in the reasonable opinion of The Hague University of Applied Sciences, no suitable replacement can be found;
 - (Attributable or non-attributable) shortcomings of third parties involved in the services of The Hague University of Applied Sciences, such as suppliers, which prevent The Hague University of Applied Sciences from fulfilling its obligations to the client in whole or in part;
 - (Civil) war or unrest, including outside the Netherlands;
 - General or partial mobilisation;
 - Epidemics and pandemics;
 - Terrorism;
 - Hostilities;
 - Occupation of the (location(s) of) The Hague University of Applied Sciences;
 - Fire or other disruptions within the (location(s) of) The Hague University of Applied Sciences;
 - Water damage;
 - Theft;
 - Transport difficulties, blockages, exclusion;
 - A general shortage on the part of The Hague University of Applied Sciences in obtaining the goods or services required under the agreement for the completion of its obligations;
 - Natural disasters and extreme weather conditions;
 - Hacks in the (computer) systems of The Hague University of Applied Sciences;
 - Any (other) circumstance that impedes the normal operations at the (locations of) The Hague University of Applied Sciences, preventing the performance of the agreement from reasonably being required of The Hague University of Applied Sciences.
4. If any of the circumstances referred to in paragraph 3 allows The Hague University of Applied Sciences to fulfil its obligations, but only in an adapted form, The Hague University of Applied Sciences may reasonably decide to offer its services in that adapted form. The participant does not have the right to dissolve the agreement or claim compensation due to the adapted services.

Article 15. Hardship clause

A faculty director of The Hague University of Applied Sciences is authorised to address cases of significant unfairness that may arise in the application of the aforementioned regulations, as well as to make decisions in matters not covered by these regulations. An appeal to the hardship clause must be submitted by email, with reasons provided, to the faculty director, who will notify the participant of the decision by email, along with an explanation.

Article 16. Complaints

A participant with a complaint regarding non-funded education can contact the responsible programme manager of The Hague University of Applied Sciences. Complaints must be submitted in writing within 14 calendar days of the occurrence of the complaint, but no later than 30 calendar days after the completion of the course.

Article 17. Applicable Law

All agreements to be concluded between The Hague University of Applied Sciences and the participant are governed by Dutch law. Disputes will be submitted to the competent court in The Hague if an amicable solution between the parties proves impossible.

If one or more provisions of these general terms and conditions are declared null and void, the remaining terms will remain fully in force.