

Fontys Hogescholen

Course Participant Enrolment Conditions

**These conditions were enacted by the Executive Board on 18 April 2017
and will remain applicable until further notice.**

They can be found on the website of Fontys Hogescholen.

Please take note that you cannot derive any rights
from this English version of the Students' Charter.
In case of doubt, please consult the original Dutch version.

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Foreword

These Course Participant Enrolment Conditions are applicable to all enrolments in *Fontys Hogescholen* (Fontys University of Applied Sciences, or 'Fontys') course programmes and include the conditions that are applicable to all enrolments, as well as a number of general conditions. In addition to these conditions, further course-specific conditions may apply. Any such course-specific conditions can be perused via the course programme descriptions on the Fontys website.

1. Enrolment Conditions

1.1 Course programmes on offer

The details of all course programmes on offer, i.e. the course programme descriptions, as well as details of the fees applicable per course programme, are available for perusal via the Fontys website and/or via the course-specific conditions. The costs associated with books, course materials, catering, et cetera are not included in the course fees, unless expressly specified.

If there are specific prerequisites associated with a particular course programme, such as essential or desirable specific prior knowledge, previous educational qualifications and/or working experience in order to be able to follow a particular course programme, the details of these prerequisites are available for perusal via the Fontys website and/or the course-specific conditions.

1.2 Enrolment effectuation

An enrolment or enrolment agreement will come into effect upon the relevant course participant's acceptance of the course programme on offer (see Point 1.1) and in accordance with the dissolution conditions, as detailed under Point 1.3. Pursuant to Point 1.7, the course participant has the option to dissolve the agreement free of charge within 14 days of having accepted the course programme on offer. Acceptance of the course programme on offer may be in written or in digital format, via an official Fontys Enrolment Form.

Course participants will be granted places on course programmes on a 'first come, first served' basis.

1.3 Dissolution conditions

An enrolment or enrolment agreement will not come into effect in the following cases:

- a. The course participant does not have sufficient specific prior knowledge, does not have the required previous educational qualifications and/or does not satisfy other entrance requirements.
- b. The course participant previously followed a course programme at Fontys, during which his/her behaviour was such that he/she was denied further access to / removed from the course programme in question.
- c. The course participant does not (yet) have any form of permanent accommodation in The Netherlands and has not arranged full payment of the course fees, notwithstanding the conditions detailed under Point 1.5.
- d. The maximum participant quota for the course programme in question has been exceeded.
- e. The minimum number of course participants for the course programme in question has not been attained. Course participants will be notified of whether or not the course will proceed within four weeks of the intended course programme commencement date.

In the case of either 'd.' and/or 'e.', the course participant's details will be transferred to a waiting list and the course participant will be duly informed, advised when it is expected that the course programme will again be offered and what the associated course fees will be at that time. The course participant will be requested to confirm whether or not he/she agrees with the new course programme offer. Only upon confirmation of his/her agreement, will the course participant's placement on the waiting list be deemed definitive and a new enrolment agreement will come into effect.

1.4. Payment of course fees

At the time of enrolling digitally, the course participant will be required to select one of the following options:

- Payment will be arranged by the course participant or by his/her employer.
- Payment will be arranged on the basis of either a direct debit or an invoice.
- Payment will be arranged either in one transfer of the full amount or in instalments (payment in instalments will only be possible in combination with direct debits and in relation to course programmes with a duration of at least six months and whereby the fees amount to at least EUR 1,000.00).

After enrolling, the course participant will be sent a confirmation of receipt. Depending on the method of payment chosen, the course participant will then either receive a payment authorisation or an invoice. The invoice will be sent fourteen days before the start of the course programme if the course participant is enrolled at that time or within two working days after enrolment if the course participant is enrolled later than fourteen days before the start of the course programme.

The payment authorisation will be emailed within two working days after enrolment. For course programmes with a duration of fewer than six months and/or for which the fees amount to less than €1,000, the sum will be collected on the first collection date after the course programme start date. Collections will always take place around the 27th day of the month.

For course programmes with a duration of more than six months and for which the fees exceed €1,000, the course fees will be divided on a proportional basis between the regular collection instalments which fall within the term of the course programme¹, unless the course department has determined otherwise. The academic year within which a course programme falls depends on the course programme start date.

The course participant must return the payment authorisation to Fontys at least 14 days before the course in question is due to start. In the case of course participants who enrol four weeks or less before the start of their course, the payment authorisation must be returned within 14 days of the enrolment. If the payment authorisation is not received in time, the course fees will be invoiced as a lump sum and payment in instalments will no longer be possible.

In the case of an employer arranging payment of the course fees on behalf of the course participant, the course participant will remain the contracting party with whom Fontys reaches agreement. As such and at all times, the course participant will retain responsibility for the timely and full payment of his/her course fees.

Due to administrative reasons, it is possible that the collection of a particular payment instalment by direct debit will not be able to be effected on the intended date. In such cases, any uncollected instalments will be divided between the remaining instalments.

All relevant course fees must be paid prior to the commencement of a course programme, unless expressly specified otherwise in the relevant course-specific conditions (see Point 1.5).

1.5 Payments and refunds of course fees upon cancellation of enrolment prior to the commencement of a course programme

Should a course participant cancel his/her enrolment prior to the commencement of the course programme and unless otherwise specified in the relevant course-specific conditions, he/she may still be required to pay (a portion of) the associated course fees, depending upon the date on which the enrolment in question is cancelled, as follows:

- Upon cancellation one to two months prior to commencement of the course programme, 25% of the course fees will remain payable, or 75% of the course fees paid will be refunded.
- Upon cancellation two weeks to one month prior to commencement of the course programme, 50% of the course fees will remain payable, or 50% of the course fees paid will be refunded.
- Upon cancellation two weeks prior to commencement of the course programme, 75% of the course fees will remain payable, or 25% of the course fees paid will be refunded.
- Upon cancellation within two weeks of commencement of the course programme, 100% of the course fees will remain payable, or if the course fees have been paid, a refund will not be applicable.

Refunds will only be applicable in relation to course fees already paid and if no other payments due are outstanding. If other payments due are outstanding, these will first be deducted from any refund due.

If a course programme is cancelled by Fontys, Fontys will refund all course fees paid to the course participants. See also Point 1.7

Until it is clear whether the minimum number of course participants necessary for the course to commence, as described in Point 1.3(e), has been attained, and pending a decision as to whether or not the course will proceed, the course participant has the option to cancel free of charge.

1.6 Failure to effect timely payment of course fees

Should a course participant fail to arrange payment of the required course fees as agreed, Fontys will hand the matter over to a debt collection agency that will in turn take the necessary steps to collect all outstanding payments due. Any costs associated with such collection, as well as any legal costs incurred by Fontys, will be charged to the course participant in question.

Should it not be possible for Fontys to collect one or more payment instalments via direct debit due to the fault of the course participant, this may lead to the course participant being denied access to the course programme in question and/or the use of associated facilities being prohibited (i.e. use of the PCN, which is required for information and communication technology facilities). Furthermore, a certificate, declaration or proof of participation may be withheld.

¹ An academic year runs from 1 September to 31 August inclusive. There are nine regular instalment collection dates in each academic year: from September to May inclusive. Collections will always take place around the 27th day of the month.

The possibility to make payment in instalments will be revoked should it not be possible for Fontys to collect three or more payment instalments via direct debit due to the fault of the course participant (e.g. if insufficient funds are available in the designated account). In such a case, Fontys reserves the right to demand immediate payment of the full amount outstanding.

1.7 Dissolution of the agreement

The course participant has the option to dissolve the agreement free of charge and terminate his/her enrolment without explanation within 14 working days of having accepted the course programme on offer (see Point 1.1). Should a course participant wish to utilise this option, he/she must notify Fontys accordingly and in writing, by sending an e-mail to the e-mail address noted under 'contact' on the website associated with the course programme. This option will no longer apply if the course programme has already commenced (see Point 1.5).

1.8 Interim termination of enrolment

Should the course participant decide to terminate his/her enrolment at some point after the commencement of the course programme, the full amount of the course fees will remain payable and no reduction will be given, unless expressly specified otherwise in the course-specific conditions.

In relation to course programmes with a duration of more than one year, the course fees will be reduced for the year/years during which the course participant is no longer participating in the course programme, unless expressly specified otherwise in the course-specific conditions.

If the option exists for the departing course participant to be replaced by a new course participant, this will be specified in the course-specific conditions.

1.9 Proof / declaration / certificate of participation

As a minimum, the course participant will be awarded a proof of participation document after having participated in a Fontys course programme. If some form of testing was incorporated in the course programme, the course participant may also be awarded with a declaration, a certificate or a similar document upon completion of the course programme.

2. General Conditions

Course participants will **not** be enrolled as 'students' or 'external students' and will therefore **not** have any entitlement to apply for study grants. The '*Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek*', or '*WHW*' (Dutch Higher Education & Research Act) is not applicable to course participants and as such, course participants cannot be awarded *WHW* certificates.

2.1 Taking courses without being entitled to

Any individual who is not enrolled as a course participant at Fontys, but who illegitimately makes use of the educational facilities available at Fontys, will be charged compensation for damages by Fontys, amounting to a maximum of double the relevant course fees.

2.2 Indemnification

The course participant shall indemnify Fontys from any third party claims arising in the area of intellectual property, such as copyright, royalties, patent law and/or breeder's rights. This is in relation to claims that may arise should the course participant utilise any facilities in an incorrect manner, such as software, set-ups, registration, books and/or periodicals that are owned and/or managed by Fontys and that are made available to the course participant by Fontys, or with which the course participant could have become acquainted.

Any costs, judicial and/or extrajudicial and including any interest payable, connected with any such claims against Fontys, shall be charged in their entirety by Fontys to the course participant who violates the above-mentioned laws and/or rights.

2.3 Confidentiality obligations

For the duration of his/her enrolment and thereafter, the course participant shall be obliged to hold any and all information with which he/she may (have) become acquainted due to his/her participation in the course programme in the strictest confidence, including any and all information that he/she could reasonably be expected to perceive as being of a confidential nature.

2.4 Incomplete / incorrect information

The provision of incomplete and/or incorrect information to Fontys by the course participant may lead to termination of his/her enrolment. The course participant shall remain fully liable for any financial disadvantage arising from such enrolment termination.

2.5 Correspondence

Please note that all correspondence from Fontys to the course participant will be sent to the correspondence (postal) address and/or the e-mail address as provided by the course participant. All financial correspondence will be sent to the course participant by e-mail only. Any and all changes to either of these addresses must be communicated in writing and in a timely fashion to Fontys, by sending an e-mail to the e-mail address noted under 'contact' on the website associated with the course programme in question.

2.6 Liability

The institute directorate, the director of the course department and/or its staff do not accept any liability whatsoever for any losses and/or theft of and/or damage to any personal belongings that may occur in any *Stichting Fontys* (Fontys Foundation) buildings and/or on any terrain utilised by the *Stichting Fontys*. Should the course department, the institute, the *Fontys Hogescholen*, the *Stichting Fontys* or the institute directorate individually or jointly fail to fully meet its/their obligations, its/their liability will remain limited to financial compensation amounting to the equivalent of no more than the course fees paid by the course participant in question.

2.7 Hardship clause

The director of the institute responsible for the course programme in which the course participant has enrolled has the authority to authorise compensation should any injustice of a serious nature occur due to the application of these conditions, as well as to decide on the best course of action regarding any matters that are not covered by these conditions.

A complaint must be made in writing, must be fully detailed and must be addressed to the director of the relevant institute, who in turn will communicate the relevant and substantiated decision in writing, as well as the details of how the decision may be appealed.

2.8 Complaints

A course participant, who is not in agreement with the method by which his/her course programme is executed and/or with any of these conditions, may submit a complaint to the director of the institute responsible for the course programme in question. Should the course participant be dissatisfied with the director's decision regarding his/her complaint, then he/she may submit a complaint to the *Raad van Bestuur* (Executive Board), in accordance with the procedure detailed in Article 47 of the Fontys Students' Charter.

2.9 Other applicable Fontys regulations

The Fontys regulations listed below are also equally applicable to course participants and may be perused via the [Fontys Legal Affairs website](#):

- The *Gedragcode Stichting Fontysvoorgebruik van informatie- en communicatietechnologie door studenten'* ((Rules on the use of information and communication technology by students, also known as the ICT code of conduct)
- The *Regeling Ongewenst Gedrag* (Fontys Rules on Unwanted Conduct),
- The *Privacyreglement Studenten* (Privacy Rules on the Processing of Personal Particulars of Fontys Students),
- The *Fontys regeling inzake arbo en milieu* (Fontys Rules on Health and safety at Work and the Environment),
- The *Niet-rokenregeling* (Fontys Non-smoking Rules),
- The *Mediatheekreglement* (Fontys Rules on Multimedia Centre Services),
- The *Regels cameratoezicht Fontys* (Fontys Rules on Camera Surveillance),
- The *Parkeerregeling Fontys* (Fontys Parking Rules),
- The *Huisregels Fontys* (Fontys Regulations Regarding House Rules & Disciplinary Measures)
- The *Studentenstatuut* (Students' Charter), with regard to the following chapters, articles and sections only:
 - Chapter VI, Articles 31 to 41, Article 42, with the exception of Section 7
 - Chapter VII, Articles 47, 50 and 51
 - Chapter VIII, Articles 52, 53 and 54
 - Chapter IX, Article 56, Section 1

2.10 Coming into force and official title

These conditions came into effect on the day after they were stipulated by the Executive Board and are applicable to all enrolments that come into effect as from that date.

These conditions should be officially referred to as the '*Fontys Hogescholen* Course Participant Enrolment Conditions'.