The Hague Pathway College

THE HAGUE UNIVERSITY OF APPLIED SCIENCES

# Navitas University Partnerships Europe
# Terms and Conditions – International Foundation Programmes

**(2026/10)**
This document sets out the College's (as defined below) terms and conditions, which together with the terms contained in the Offer Letter, the Acceptance Form, website information and in any documents or policies referred to in these Terms and Conditions (as defined below), will form a contractual relationship between the College and you under which the College agrees to enroll you on one of the College's programmes and provide you with education and pastoral support services and you agree to progress your studies on a programme at the College.

Upon confirming acceptance of an offer of a place on a Programme (as defined below) and providing the items set out in term 2.5 below, a contract will be formed between you and the College. Therefore, before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the Offer Letter, the Acceptance Form and in any documents or policies referred to in these Terms and Conditions.

This contract is only applicable for your period of studies at The Hague Pathway College.

You are not obliged to continue your studies at The Hague University of Applied Science, do note though that in case of discontinuing your studies at The Hague Pathway College followed by a degree programme at The Hague University of Applied Sciences, your study visa and right to stay will no longer be sponsored by The Hague University of Applied Sciences
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In particular, please note the College's limitation of liability under Term 10.

If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact our admissions team at admissions@thehaguepathway.nl before accepting an offer.

**To agree to and accept he offer's Terms and Conditions stated below, sign the final stage of this section.**

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**Definitions and Interpretation**
The definitions set out below apply in these Terms and Conditions:

**Acceptance Form**: the form sent by the College to the Applicant within the Unconditional Offer Letter, to be used by the Applicant to confirm acceptance of the Offer.
**Additional Costs**: has the meaning set out in term 6.12.
**Applicant**: the person applying to study on a programme offered by the College.
**Application**: the formal request made by an Applicant, on the Application Form, to study on one of the programmes offered by the College.
**Application Form**: the application form located at www.thehaguepathway.nl/apply
**Business Day**: any day, other than a Saturday, Sunday or public holiday in the Netherlands.
**College**: the College, as confirmed in your Offer Letter, being a wholly owned subsidiary of Navitas Navitas Netherlands B.V. (CCI number 72176571)
**Conditional Offer Letter**: the letter sent to the Applicant offering a place on a Programme, setting out conditions that need to be met before being considered for an Unconditional Offer Letter.
**Contract**: has the meaning set out in term 2.6.
Deferral: delay in starting the course usually to the next available intake for the course or student taking a break from the course and will return in a future study period. In both cases, student visa requirements and other (University Partner) policies and regulations should be adhered to for student visa holders.
**Deposit**: the initial Tuition Fee payment required to accept the offer as stated on the Unconditional Offer Letter.
**EU Applicant**: an Applicant that is not subject to immigration control within the Netherlands and has the right to study in the Netherlands without a visa.
**Face to Face**: the instructional method used to deliver the Course whereby course content and learning materials are taught in person, typically on-campus.
**Financial Sponsor**: the individual or organisation that has agreed to pay part or all your Tuition Fees, accommodation fees and/or any Additional Costs.
**Home Applicant**: an Applicant that is not subject to immigration control within the Netherlands and has the right to study in the Netherlands without a visa.
**International Applicant**: an Applicant that is subject to immigration control within the Netherlands and will therefore require a

Student Visa and/or Residence Permit to study in the Netherlands with the College unless they already hold another visa that permits study within the Netherlands and is deemed to be acceptable by the College.
**International Student**: a Student who requires a Student Visa and/or Residence Permit to study in the Netherlands.
Navitas Group Company: Navitas Limited (Australian Company Number 109 613 309) and all and any companies that are a subsidiary or holding company of Navitas Limited from time to time, and any subsidiary from time to time of a holding company of Navitas Limited, including Navitas Netherlands B.V.
**Offer Letter**: the letter sent to the Applicant offering a place on a Programme, being either a Conditional Offer Letter or an Unconditional Offer Letter.
**Online**: the instructional method used to deliver the Course whereby the course content and learning materials are made available only online, as opposed to through face to face delivery.
**Other Fees Paid**: any fees or charges paid to the College under the Contract (including, without limitation, accommodation fees where such fees have not been collected on behalf of and transferred to a third party accommodation provider in accordance with the Student's instructions or where the College has provided the student with Terms and Conditions specifically covering an accommodation contract), but not including Tuition Fees.
**Partner University**: the university associated with the College, as confirmed in in your Offer Letter.
**Programme**: means the programme offered by the College, as detailed in your Offer Letter.
**Progression**: where the Student has met the progression criteria, as detailed in term 6.17 and has enrolled to study on a programme with the Partner University, and "Progress" shall be construed accordingly.
**Provisional Acceptance Form**: the form sent by the College to the Applicant within the Conditional Offer Letter, to be used by the Applicant to confirm acceptance of the Offer and only in case the Applicant has completed their secondary school, and has not yet received their final diploma and/or final transcript.
**Provisional Student**: the person that, following receipt of a Conditional Offer Letter, completes and returns a Provisional Acceptance Form in accordance with term 2.6.
**Semester**: each period of time in an academic year, as confirmed by the College to you by during which classes for the Programme will take place.
**Student visa residence permit**: The student visa and residence permit applied for by the University for all students who require it to enter or reside in the Netherlands for study purposes. Further information about this process managed by tThe Hague University of Applied Sciences is available at https://www.thehagueuniversity.com/study-choice/applications-finances-and-moving-here/immigration-and-visas
**Subsequent Tuition Fees**: the Tuition Fees minus any Deposit paid by or on behalf of the Student.
**Student**: the person that, following receipt of an Unconditional Offer Letter, accepts a place to study on a Programme in accordance with term 2.5.
**Terms and Conditions**: these terms and conditions, also available online at www.thehaguepathway.nl/conditions
Tuition Fees: the fees payable by the Applicant or Student (as applicable) to the College for the Programme as detailed in the Unconditional Offer Letter.
**Unconditional Offer Letter**: the letter sent to the Applicant offering a place on a Programme, containing the Acceptance Form.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.3 Term headings do not affect the interpretation of these Terms and Conditions.

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Application and Offer Stage

2.1 Following the selection of a desired Programme of study, the Applicant should complete an Application Form and submit it to the College together with the relevant documentation requested in the Application Form.

2.2 The College reserves the right to accept or reject any Application in its absolute discretion, subject to its legal obligation not to unlawfully discriminate.

2.3 Where the College accepts an Application, the College will issue a Conditional Offer Letter or an Unconditional Offer Letter to the Applicant.

2.4 Where an Applicant receives an Unconditional Offer Letter, an Acceptance Form will be included. Where an Applicant receives a Conditional Offer Letter, a Provisional Acceptance Form will be included.

2.5 In order for an Applicant to accept an Unconditional Offer, the Applicant must:
2.5.1 complete and sign the Acceptance Form and return it following the instructions received;
2.5.2 if the Applicant is self-funded, pay the Deposit. The Deposit paid to the College will be deducted from any Tuition Fees that become payable;
2.5.3 if the Applicant is to be financially sponsored, provide to the College satisfactory (in the College's opinion) evidence of such sponsorship.

2.6 A binding contract (the "Contract") will be formed when the College has received all of the items listed in term 2.5 above. The

College will promptly confirm receipt by email.

2.7 The Student is encouraged to disclose to the College at the time of application or during studies of any disability, health condition or learning support requirements that may require reasonable adjustments or additional support during his or her studies. Any information provided will be processed in accordance with applicable data protection legislation and only to the extent necessary to assess and implement appropriate support measures. The College will review the circumstances on a case-by-case basis and consider all reasonable adjustments and support measures available. Any decision relating to admission, continued enrolment or participation will be made in accordance with applicable equality, accessibility and education legislation and relevant institutional procedures.

**3. Deferral**

3.1 Requests for the deferral of either a Conditional or Unconditional Offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new Application must be made. Where a Student Visa has been assigned by the College/Partner University to the Student and he or she has gained a Student Visa on this basis, deferrals based on the information provided in or with his or her Application and any additional documentation requested by the College and/or the Partner University will only be approved where the Student can provide binding evidence that:
3.1.1 the Student is not in the Netherlands; and
3.1.2 the request/reason for deferral is fully supported by documentary evidence.

3.2 If the deferral request is as a result of the Student receiving a visa refusal, the deferral will be subject to the approval of a Director of the College.

3.3 Requests for the deferral of studies after enrolment are considered on a discretionary basis and must be made in line with the www.thehaguepathway.nl/policies.

**4. Cancellation Period**

4.1 The Student has the legal right to change his or her mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed under term 2.6 (the “Cancellation Period”). Subject to term 4.2 below, the College will refund any Tuition Fees paid to the College and any Other Fees Paid to the College by the Student or on the Student’s behalf. Any refund payable under this term will be paid within 14 days of the Student cancelling the Contract.

4.2 If the Student accepts an offer for a Programme which starts during the Cancellation Period and the Student cancels the Contract during the Cancellation Period but after the Programme has started, the Student must pay for the part of the Programme that has been provided by the College until the time the College is informed of the Student’s decision to cancel the Contract, in accordance with term 4.3 below.

4.3 This term provides information on how to cancel the Contract within the Cancellation Period: The Student must let the College know by a clear statement that the Student wishes to cancel the Contract. The Student may use the form at www.thehaguepathway.nl/cancellationform to notify the College, but the Student is not obliged to do so. If the Student would like to use this form, the Student must complete it as indicated and send it by email to the address provided on the form. The College will promptly acknowledge in writing receipt of the Student’s cancellation.

**5. Fee Status**

5.1 In order to ensure that the Applicant is charged the correct Tuition Fees, the College will assess his or her fee status or reject any Applications in its absolute discretion, subject to its legal obligation not to unlawfully discriminate.

5.2 If the Applicant’s fee status is unclear from the information provided with his or her Application, the College will ask the Applicant to provide further information.

**6. Payment and Fees**

6.1 A breakdown of applicable Tuition Fees and, where applicable the Visa Fees, is provided in the Offer Letter.

6.2 Once the Applicant has accepted his or her offer in line with term 2.5 above, the amount of Tuition Fees for the first year of his or her Programme is fixed.

6.3 For students deferring to a later programme start: Fees for any subsequent years of study before Progression are reviewed annually and will not usually increase by more than 5% (five percent) per year. Such increases may reflect increases in the Consumer Price Index; increases resulting from changes in any applicable taxation; changes by regulatory, professional or academic bodies; and ensuring parity with Partner University tuition fees. The College will give as much notice as possible of any such Tuition Fee changes. The College has no control over or responsibility for fees payable to third parties, which may include (without limitation) accommodation fees where the accommodation is not provided by a Navitas Group Company.

6.4 It is the Student's responsibility to ensure that the Tuition Fees, accommodation fees and any Additional Costs are paid in full and on time.

6.5 If a Financial Sponsor is paying the Tuition Fees on behalf of the Student, the Student must ensure that the Financial Sponsor is made aware of these Terms and Conditions before the Student accepts an offer. The Student is responsible for payment of the Tuition Fees even if the Student has arranged for a Financial Sponsor to pay these on his or her behalf.

6.6 Where a Programme is longer than one Term, the College will inform the Student by no later than on the Enrolment Date of each Term, of the deadlines for the Subsequent Tuition Fees to be paid.

6.7 If the Student is paying the Tuition Fees by his or herself and if he or she fails to pay all or any part of the Tuition Fees for any reason, the College reserves the right (provided the unpaid amount is more than trivial and relates to the Tuition Fees and not accommodation costs or other non-academic costs) to take one or more of the following actions:
6.7.1 suspend the Student from his or her Programme;
6.7.2 withhold the Student's results and not permit the Student to graduate and/or Progress;
6.7.3 withdraw the Student from the programme resulting in losing their purpose of stay and their residence permit being revoked.
6.7.4 take legal action against the Student to recover the Tuition Fees payable to the College, plus the College's reasonable expenses for the costs of taking such an action; and/or
6.7.5 terminate the Contract immediately on written notice.
Prior to taking any action listed in this term 6.7, the College will try to contact the Student to request payment and discuss how the issue may be resolved.

6.9 Where Subsequent Tuition Fee payments are made after the deadlines provided by the College, without the prior approval of a Director of the College, a €150 late payment fee will apply.

6.10 All payments shall be made by online payment, bank transfer or bank draft only. Cash payments will not be accepted.

6.11 All payments are subject to the following conditions:

6.11.1 the payee is authorised to use the payment method used;
6.11.2 a payment must be confirmed as having reached the College's bank account for it to be deemed as a payment; and
6.11.3 where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach the College's bank account, the College has no obligation to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

**Additional Costs**

6.12 Students should be aware that there may be other costs associated with his or her Programme that are not stated on the Offer but which may be payable by the Student to the College or to a third party ("Additional Costs").
Additional Costs may consist of:

6.12.1 administration charges for any late or dishonoured payments of €150 (see term 6.9 above);
6.12.2 Student Visa fees;
6.12.3 assessment re-sit administration fee of €150 (see term 6.18 below);
6.12.4 fees for additional, non-timetabled tuition hours provided by the College or a Partner University to support any assessment re-sits (fees will vary depending on the Programme and the individual Student needs, but are typically charged at between €40 and €75 per hour);
6.12.5 module re-take fees, such fees to be calculated in accordance with term 6.18;
6.12.6 Programme transfer fees (see term 7.15 below);
6.12.7 appropriate materials to support the Student's studies such as a computer, text books, course materials, art and design consumables, software, stationery, and photocopying costs;
6.12.8 transport costs when travelling to and from the College;
6.12.9 accommodation (where not already included in the Student's Offer);
6.12.10 general living costs such as food and drink;
6.12.11 if the College takes legal action in accordance with term 6.8.3 (unpaid Tuition Fees), the reasonable costs incurred by the College in taking such action; and
6.12.12 costs associated with any English Language assessment (see term 7.17.3).

6.13 No Student Visa will be assigned to an International Student until he or she has accepted his or her offer in accordance with term 2.5 and until all required tuition fees have been received by the College following Dutch visa regulations.

6.14 Where an accommodation reservation deposit has been paid to the College which is then transferred to a third party (provider of actual accommodation) with the approval of the Student or parent/legal guardian, the deposit is then subject to the Terms and Conditions for refund of the third party and the College has no further liability or responsibility for any refund.

6.15 The College reserves the right to return to source any excess payment consisting of more than three Semesters of advanced payments. Such refunds will be subject to a €150 administrative fee.

6.16 Except: (a) where a Student cancels as set out in term 4 above; or(b) where a home or EU Student withdraws in accordance with term 8.1, this Student is no longer undertaking study with the College and this is an approved withdrawal from the Programme by a Director of the College. Once a Student has enrolled for a given Semester, Tuition Fees paid for that Semester are no longer eligible for refund from the College, as the College will be unable to recoup its loss.

6.17 Where a Student is required to retake a module, the applicable fees payable will be invoiced on a per module basis with the fee determined by the weighting of the module as a proportion of the total Programme.

6.18 If College management approves a resit assessment, an administration fee of €150 will be charged to the Student. Additional tuition hours if required can be provided and will be invoiced at an additional cost (see term 6.12.4 above). Re-sits and retakes will be considered in accordance with relevant legislation and regulatory requirements

**7. Rights and Obligations - The Programme of Study**

7.1 The offer of a place to study with the College is based on the key information which can be found on the relevant page of the Programmes section of the College website www.thehaguepathway.nl

7.2 The College shall provide education services (Programme delivery, tuition, supervision and assessment), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care
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7.3 Students are only allowed one year in the Netherlands for preparation education. After this they need to be enrolled at the Partner University or leave the country.

**Class and examination times and locations**

7.4 Subject to term 7.6 below, classes will normally be held Monday to Friday between the hours of 08:00 and 19:00 during the Semester.

7.5 Subject to term 7.6 below, examinations will normally be held Monday to Saturday between the hours of 08:00 and 19:00 except where scheduling requires them to be held outside these times. In which case the College will take all reasonable steps to schedule the examinations at a time and place so as to minimise any inconvenience to affected Students, notifying the Student as early as possible.

7.6 Class and/or examination times or locations may need to change due to unforeseen circumstances. The College will notify the Student as early as possible to inform them of the change to minimise impact.

**Timely arrival**

7.7 Students must arrive prior to the start date stated on the Unconditional Offer Letter, and enrol on and at the time and date provided by the College.

7.8 Whilst the College expects all Students to arrive on time, it is understood that there can be unavoidable delays, such as visa delays. Students must notify the College of their expected arrival and enrolment date as soon as they become aware that they may not arrive or enrol on the Enrolment Date. In no instance will a Student be permitted to enrol more than 10 working days after the first day of teaching without the written permission of a Director of the College. If the Student fails to enrol on or before 10 Business Days after the first day of teaching, without written permission from a Director of the College, the College may suspend the Student from his or her Programme or terminate the Contract (in such cases the Contract will terminate immediately on written notice to the Student and term 9.3 applies).

7.9 No discount or refund of fees due to the Student's late arrival will be provided.

**(Re-)Enrolment**

7.10 Students must enrol on and at the time and date provided by the College. For Face to Face delivery, students must additionally arrive prior to the start date stated on the Unconditional Offer Letter.

7.11 Students are required to re-enrol before the start of each Semester and will be advised upon enrolment of the subsequent Semester's Enrolment Date.

**Changes to the Programme**

7.12 The College, the Partner University, following approval via the Joint Strategic Management Board as governing body of the College and the Partner University - reserve the right to make changes to the Programme. Reasons for changes can include and are not limited to, the following reasons:

7.12.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
7.12.2 to reflect changes in the applicable laws and regulations;

7.12.3 to respond to sector good practise or quality enhancement processes;
7.12.4 to keep programmes contemporary by updating practices or areas of study;
7.12.5 events outside the College's control;
7.12.6 non-availability of venues;
7.12.7 sickness or absence of tutors;
7.12.8 where a change to the Programme or module needs to be made where the minimum number of students needed to ensure a good educational or student support has not been met

In making any such changes, the College or Partner University will aim to keep the changes to the minimum necessary and will usually notify and/or consult (depending on the nature of the change) with affected Students in advance about any changes that are required.

7.13 If the College or Partner University intends to withdraw a Programme or make a material change(s) to the Programme after the Student has accepted the offer, the College or Partner University will consult with the Student and take reasonable steps to obtain his or her consent and minimise the impact of any such changes. The College will inform the affected Students if the College implements the change(s) or withdraws a Programme. If the Student did not consent to the change and the College's implementation of the changes causes the Student detriment or hardship the College will, where appropriate, work with the Student to try to reduce the adverse effect on the Student and try to find an appropriate solution, for example by offering suitable alternatives which may include transfer to a similar Programme within the College, deferred enrolment to a later Semester, transfer to another Navitas Group Company College. Some examples of a material change include:

7.13.1 a change of award or programme title;
7.13.2 a change to the availability of or discontinuance of a core module; or
7.13.3 a change to the overall type of assessment for the Programme, for example by exams, coursework or practical assessment (or combination of these).

7.14 If any change the College makes pursuant to term 7.13 and/or term 7.14 above materially affects the Student, to the Student's detriment, the Student may withdraw from the Programme and terminate the Contract immediately by written notice and, unless the change is due to Events Outside the College's Control (in which case term 11.2 shall apply), the College will reimburse the Student for any reasonable costs incurred by the Student in relation to the Programme, such as visa fees and travel costs directly relating to the Programme, and:

7.14.1 if the Student withdraws from the Programme and terminates the Contract prior to the Programme start date, the College will provide a full refund of the Tuition Fees paid to the College and any Additional Charges paid to the College; or
7.14.2 if the Student withdraws from the Programme and terminates the Contract on or after the Programme start date, the College will provide the Student with an appropriate refund of the Tuition Fees paid to the College and any Additional Fees paid to the College taking into consideration the proportion of the Programme completed and the costs of accommodation provided to the Student at the time of termination of the Contract.

7.15 The Student does not have the automatic right to change his or her Programme once he or she has accepted his or her offer (in accordance with term 2.5), however where possible, the College will aim to facilitate the Student's request. If the Student wishes to make a change to their Programme, the Student must contact the College at the earliest opportunity. The Student will be informed whether the change will be possible and any additional fees this might incur.

**Progression criteria**

7.16 Failure to meet the progression criteria, detailed in term 7.17 below, of a stage of study within the set time frames and according to the requirements of the Programme, as well as the current requirements of the Immigration Rules for International Students may result in the Student being unable to complete his or her Study plan to progress to heir Programme at the University.
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7.17 The progression criteria are:
7.17.1 to meet all pass criteria for each module/stage as required by individual Programme requirements;
7.17.2 to attend classes, examinations and meetings in line with the Attendance and Monitoring policy of the College www.thehaguepathway.nl/policies
7.17.3 achieve the specified English Language standard for progression to and entry in the University's progression degree as explained on https://www.thuas.com/study-choice/applications-finances-and-moving-here/entry-requirements. In addition to modules offered and assessed within the College, a Student who has not yet met the University Programme's English requirement prior to starting the Programme at The Hague Pathway College will need to take an external test and reach the required English language. The test preparation and test taking will be embedded in the Programme and the fee for the course shall include the cost of two college-approved external exams, For the avoidance of doubt, the two test attempt include the instance of a student failing to attend their scheduled exam, or the students failing to meet the progression requirements within the exam and therefore needing to pay to undertake additional tests.
7.17.4 Comply with the University's Enrolment regulations
7.17.5 continue to have the Right to Study according to relevant legislation, where applicable.

**Need to be insured**

7.18 The Student is required to have coverage of the Student insurance indicated by the Partner University as part of the visa and

pre-arrival process, or provide satisfactory (in the Partner University's opinion) evidence that such Student holds an acceptable insurance policy.

**8. Termination of Contract**

8.1 It is possible for the Student, after the Cancellation Period (set out in term 4) has ended, to withdraw from the Programme and terminate the Contract. The Student has to notify the College in accordance with term 13.1.2 or 13.1.3. The College will confirm the termination of the Contract in writing.

8.2 The College may revise and amend these Terms and Conditions from time to time and will give the Student prior notice of any such changes. In the unlikely event that any amendment substantially changes the Contract, the Student may choose to withdraw from his or her Programme and terminate the Contract by written notice and the College will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of the Contract.

8.3 The College reserves the right to terminate the Contract with the Student (immediately) in the following circumstances due to a breach of the Contract, the Terms and Conditions and/or other laws and regulations, by the Student (not exhaustive):

8.3.1 The Student breaches the College's or the Partner University's code of conduct or disciplinary rules, as determined by the College or the Partner University;
8.3.2 The Student has at any time during his or her studies with the College or with the Partner University provided to the College or the Partner University fraudulent, untrue or misleading information and/or documents;
8.3.3 The Student has deliberately withheld or omitted information that might be relevant to the Student's Application;
8.3.4 The Student has been refused a Student Visa or Residence Permit or visa on the suspicion of the provision of fraudulent documents;
8.3.5 The Student has at any time during his or her studies with the College or with the Partner University provided to the College or the Partner University work, materials or other documentation that is plagiarised, not the original work of the Student (without an appropriate credit);
8.3.6 The Applicant/Student requires a Visa and the College believes that the issuance of a Visa would breach the relevant Immigration Rules;
8.3.7 The College believes that the performance of the Contract would bring the College or Partner University in to disrepute;
8.3.8 The Student's behavior represents a serious risk to the safety, health and/or welfare of him or herself or others;
8.3.9 The Student commits another material breach of the terms of the Contract, which does not fall under the terms described above, where such breach is irremediable or (if such breach is remediable) the Student fails to remedy that breach within a period of 30 days after being notified in writing to do so.

8.4 In addition to term 8.3, The College reserves the right to terminate the Contract with the Student (immediately) in the following circumstances (not exhaustive):

8.4.1 The Student has successfully gained a place at another establishment within the Netherlands;
8.4.2 The Student fails to (re-)enrol before the Enrolment Date;
8.4.2 The Student is no longer undertaking study with the College;
8.4.3 The Student fails to meet the stated progression criteria in term 7.17, of a stage of study within the set time frames and according to the requirements of the Programme;
8.4.4 The Student fails to gain a Student Visa;
8.4.5 The Student fails to meet the current requirements of the Immigration Rules for International Students;
8.4.6 The College believes that the Applicant/Student's visa application will be unsuccessful.

**9. Refunds after Cancellation Period**

9.1 Anti-money laundering rules in the Netherlands require that any payment made to and confirmed as received by the College will only ever be refunded to the person who made the original payment in the source country from where the payment originated, except in exceptional circumstances approved by the College or where the refund amount is up to a maximum of €250. In which instance, the payment may be paid in to the Student's Dutch bank account where they are an enrolled Student at the College.

9.2 If a Student notifies the College that the Student wishes to withdraw from the Programme and terminate the Contract following term 8.1, the Student will be entitled to the following, unless term 9.3 applies.

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| More than 4 week prior to the Enrolment Date | Refund of Tuition Fees paid to the College and Other Fees paid, minus the administrative charge of €150 |
| 4 weeks prior to the Enrolment Date | Refund of Tuition Fees paid to the College and Other Fees Paid, minus:<br>(i) 15% of the Tuition Fees as Initial Costs<br>(i) the administration charge of €150 |
| On and after the Enrolment Date (in months September, October, November, December, January, February, March, April, May and June | Refund of Tuition Fees paid to the College and Other Fees Paid, minus:<br>(i) Tuition Fee for the part of the Programme in months that has been followed by the Student, regardless of whether the |

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| | Student was present;*<br>(ii) 25% of the Tuition Fees for the remainder of the Programme in months as Initial Costs;<br>(iii) the administrative charge of €150.<br>**For a Programme that runs throughout the year, this will be calculated as follows: the costs in proportion to the number of months in which the Programme has been completed including the current month.* |
| On and after Enrolment Date (in months July and August) | No entitlement to any refund of Tuition Fees or Other Fees Paid |

9.3 If the Contract between the College and the Student is terminated by the College following term 8.3, or the Contract could be terminated by the College because the circumstances described in term 8.3 apply, and the Contract is ended by the Student, the Student will be entitled to the following.

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|---|---|
| More than 4 week prior to the Enrolment Date | Refund of Tuition fees paid to the College and Other Fees Paid, minus:<br>(i) the administrative charge of €150<br>(ii) all reasonable costs incurred by the College in investigating and dealing with the circumstance that led to the withdrawal from the Programme and termination of the Contract |
| 4 weeks prior to the Enrolment Date | No entitlement to any refund of Tuition Fees or Other Fees as the College will be unable to recoup its loss. |

9.4 If the Contract between the College and the Student is terminated by the College following term 8.4, term 9.2 applies:

9.4.1 In the case a Student Visa Number has been applied for or a Visa Statement is issued by the College or the Partner University on behalf of a Student, and the Student fails to gain a Student Visa and has not enrolled, the previous term (9.2) only applies when the Student has provided a copy of the refusal or rejection letter and evidence that the visa application was made within time and valid application conditions and information submitted by the Student or agent is not suspected of being fraudulent or deemed as purposefully misleading. If the Student cannot provide mentioned evidence, term 9.3 applies;
9.4.2 In the case a Student Visa and/or Residence Permit has been applied for by the Partner University to a Student and the Student has gained a Student Visa on this basis and the Student fails to enrol or re-enrol, or transfers to another institution within the Netherlands and the Student fails to notify the College four weeks before the Enrolment Date, term 9.3 applies;
9.4.3 In the case a Student Visa has been applied for by the Partner University to a Student and he/she has gained a Student Visa on this basis and the Student has enrolled but is no longer undertaking study with the College, the previous term (9.2) only applies when the Student has provided satisfactory evidence that (i) the Netherlands is no longer in the Netherlands and his or her Student Visa has been cancelled, or (ii) the Student has successfully gained a place at another Dutch institution, and (iii) the Student attended 85% of all timetabled classes, submitted all required assignments and was present at all scheduled examinations in accordance with College Academic Policies and Regulations located at www.thehaguepathway.nl/policies. If the Student cannot provide mentioned evidence, term 9.3 applies.

9.5 Where a student has enrolled on the Programme that is delivered Online, and is later due to progress on to Face to Face elements of their Programme as stated in their Offer;

9.5.1 Where a Student that requires a visa to study Face to Face opts to no longer progress to the Face to Face elements of their Programme or is unsuccessful in gaining the requisite visa to allow them to progress to the Face to Face elements of their Programme in time and therefore withdraws from the Programme prior to the Enrolment Date no refund of Tuition fees for semesters studied to date will be due, however any Tuition Fees for Face to Face elements of the course paid in advance will be available for a refund minus a €150 administration charge, except where the actions of the Student instead fall under term 8.3 or 8.4.
9.5.2 Where a Student that does not require a visa to study Face to Face opts to no longer progress the Face to Face elements of their Programme and therefore withdraws from the Programme pirot to the Enrolment Date, no refund of Tuition Fees for semesters studied to date will be due however any tuition Fees for Face to Face elements of the course paid in advance will be available for a refund, except where the actions of the Student instead fall under term 8.3 or 8.4.

## 10. Liability

10.1 Nothing in this Agreement shall exclude or limit in any way the College's liability:

10.1.1 for death or personal injury caused by the College's negligence;

10.1.2 for fraud or fraudulent misrepresentation; or

10.1.2 which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety.

10.2 Subject to terms 9.1, if the College fails to comply with the terms of the Contract:

10.2.1 The College's total liability for loss or damage the Student suffered as a foreseeable result of the College's failure to provide the Programme, either at all or to a reasonable standard or in accordance with any pre-contract information provided to the Student/Applicant, shall not exceed the total Tuition Fees payable to the College and any reasonable costs already incurred by the Student in relation to the Programme, such as visa fees, accommodation costs and travel costs directly relating to the programme; and

10.2.2 the College shall not be liable for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between the College and the Student was made, both the Student and the College knew it might happen.

10.3 Where the Student is an International Student and the Partner University loses its ability to apply for Student Visas is restricted or downgraded or visa process for students from particular nationalities is changed by the Immigration Office (IND), the College and Partner University's liability to such student will be limited to refunding all Tuition Fees paid to the College for the academic year in which the College loses its sponsor licence and any reasonable costs already incurred by the Student in relation to the Programme for that academic year, such as visa fees, accommodation costs and travel costs directly relating to the Programme.

10.4 The College accepts no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept his or her contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. The College reserves the right to correct any such details or omissions.

## 11. Events Outside College Control

11.1 The College will not be liable or responsible for any failure to perform, or delay in performing, any of the College's obligations under the Contract caused by an event outside the College's reasonable control ("Event Outside the College's Control"), including: (i) terrorist attacks or security threats; (ii) industrial action by College staff or third parties; (iii) damage or interruption to buildings, facilities, or equipment; (iv) fire or flood; (v) severe weather conditions; (vi) civil disorder; (vii) changes in applicable laws, regulations, actions or delays by any government authority; or [(viii) refusals by any such authority to grant any necessary licence.

11.2 The College's obligations under the Contract will be suspended for the period that the Event Outside the College's Control continues, and the time to perform these obligations shall be extended for the duration of that period. The College will take reasonable steps to find a solution by which the College's obligations under the Contract can be performed despite the Event Outside the College's Control. If the period of delay or non-performance continues for four weeks, either the Student or the College may terminate the Contract immediately by giving written notice to the other party, without liability.

## 12. Intellectual Property

12.1 The copyright, design right and all other intellectual property rights in any Programme materials and other documents or items that the College prepares or provides in connection with any programme taught by the College or the Partner University will belong to the College or the Partner University, or our licensors, absolutely.

12.2 The Student may not use the materials, documents or other items detailed in term 12.1 for any commercial purpose.

## 13. Notices

13.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered to the address mentioned below, as follows:

13.1.1 By hand

13.1.2 By pre-paid first class post or other next working day delivery service; or

13.1.3 sent by email

Address:
The Hague Pathway College
The Hague University of Applied Sciences
J. Westerdijkplein 75
2521 EN The Hague

The Netherlands

Email address: admissions@thehaguepathway.nl

Student: the correspondence address and/or email address provided in the Student's Application Form (or any other address the Student notifies to the College).

13.2 Any notice or communication shall be deemed to have been received:

13.2.1 if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
13.2.2 if sent by email, at 9.00 am on the next Business Day after the time of transmission unless a notification of non-delivery is received by the sender.
13.2.3 This term does not apply to the service of any proceedings or other documents in any legal action.

**14. General**

14.1 If any court or competent authority decides that any of the terms of the Contract are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If the College does not insist immediately that the Student do anything he or she is required to do under the terms of the Contract, or if the College delays in taking steps against the Student in respect of the Student breaking the Contract, that will not mean that the Student does not have to do those activities and it will not prevent the College taking steps against the Student at a later date.

14.3 A person who is not party to the Contract (including any person who is responsible in whole or part for the Student's Tuition Fees) shall not have any rights under or in connection with it

14.4 Subject to terms 7.13, 7.14 or 7.17, no variation of the Contract shall be effective unless it is in writing and signed by the Student and the College.

**15. Governing Law and Jurisdiction**

15.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Dutch Law.

15.2 Each party irrevocably agrees that the courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**I agree to and accept the offer Terms and Conditions stated above,**

| |
|---|
| Applicant Signature:<br>(Must be the same signature as in your passport) |
| Date: DAY / MONTH / YEAR |

thehaguepathway.nl
The Hague Pathway College
The Hague University of Applied Sciences
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E admissions@thehaguepathway.nl