

Navitas University Partnerships Europe Terms and Conditions:

The Hague Pathway College - Language Centre

(2022/04)

This document sets out the The Hague Pathway College - Language Centre's ' (as defined below) terms and conditions, which together with the terms contained in the Offer Letter, 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 enrol you on one of the College's Language Centre course and provide you with education.

Upon confirming paying the tuition fee in order to reserve a place on a Course (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 and in any documents or policies referred to in these Terms and Conditions.

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

1. Application and Offer Stage

- 1.1 Following the selection of a desired course, the Applicant should complete an Application Form and submit it to the College together with the relevant documentation requested in the Application Form.
- 1.2 The College reserves the right to accept or reject any Applications in its absolute discretion, subject to its legal obligation not to discriminate.
- 1.3 Where the College accepts an Application, the College will issue an Offer Letter to the Applicant.
- 1.4 In order for an Applicant to accept an Offer, the Applicant must:
 - 1.4.1 pay the full amount of the tuition fee.
- 1.5 The College will promptly confirm receipt by email.
- 1.6 The College is not responsible and will not assist students to apply for any type of visa.
- 1.7 The course do not have pass requirements.
- 1.8 The College does not guarantee neither the progression to The Hague University of Applied Science programme nor specific results for exams might be taken.
- 1.9 If the student wants to follow a course that has Entry Requirement, the students needs to either provide the necessary documents to the College or take an assessment test following the guidelines and deadlines the College will set.
- 1.10 The Student must notify the College at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Student's ability to participate in a Course, including all ancillary activities associated with the Course, or where it is likely to mean that special arrangements will be required (for example in relation to access, accommodation, travel). In performing its obligations under the Contract, the College will comply with relevant equality legislation and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, the College will comply with its obligations to make reasonable adjustments to alleviate the effects of a Student's disabilities. To assist the College to make any such reasonable adjustments, the College must have full disclosure from each Student of any such disability (as described at the beginning of this clause). If the Student fails to notify the College of any such disability at the time of application and the College subsequently determines that it cannot support the Student despite its ability to make reasonable adjustments then the College may:
 - (iii) refuse the Student's application; (iv) withdraw any offer that has been made; or (v) where an offer has been accepted, withdraw the Student from the Course and terminate the Contract.

2. Cancellation and refunds

- 2.1 The Student has the legal right to change his or her mind and cancel the enrolment without giving a reason within 14 days starting from the day the payment was implemented but at least two weeks before the start of the course. You will be charged a €50 administration fee.
- 2.2 If the student cancels the enrolment less than two weeks before the start of the course, the student will not be refunded the tuition fee.
- 2.3 If the student wishes to change the enrolment to another period, if the request is received at least two weeks before the start of the course.
- 2.4 If the student wants to request a cancellation,

he or she should email admissions@thehaguepathway.nl.

- 2.5 In the event that there are insufficient enrolments (fewer than four students on a course), The College has the right to cancel the course. Any course fees already paid will be refunded in full.
- 2.6 The College cannot be held liable for any expenses incurred by the student (such as travel or accommodation costs) if the course is cancelled.

3. Payment, Fees and Discounts

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 All payments shall be made by online payment, bank transfer or bank draft only. Cash payments will not be accepted.
- 3.5 The tuition fee includes only costs for lessons and not for Language exams.
- 3.6 Students should be aware that there may be other costs associated with his or her Course 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:
 - 3.6.1 appropriate materials to support the Student's studies such as textbooks, course materials, art and design consumables, software, stationery, and photocopying costs;
 - 3.6.2 transport costs when travelling to and from the College;
 - 3.6.3 accommodation (where not already included in the Student's Offer);
 - 3.6.4 general living costs such as food and drink;
 - 3.6.5 costs associated with any Language exam.
Costs associated with accessing Online materials and delivery, such as internet and device costs.

- 3.7 The College students that follow the International Foundation programme are entitled to receive a discount for the Dutch Course while studying at the College. This applies to September and January intake students. The prices and the discount are mentioned on the website www.thehaguepathway.nl.

4. The Course

- 4.1.1 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 Courses section of the College appropriate materials to support the Student's studies such as textbooks, course materials, art and design consumables, software, stationery, and photocopying costs;
- 4.1.2 transport costs when travelling to and from the College;
- 4.1.3 accommodation (where not already included in the Student's Offer);
- 4.1.4 general living costs such as food and drink;
- 4.1.5 costs associated with any Language exam.

Costs associated with accessing Online materials and delivery, such as internet and device costs.

- 4.2 The College shall provide education services appropriate to the mode of delivery for the Course, whether Face to Face or Online (Course delivery, tuition, supervision and assessment), as well as ancillary services (academic/learning support and resources) with reasonable skill and care.
- 4.3 Class 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.
- 4.4 The College reserves the right to make changes to the Courses. Reasons for changes can include and are not limited to, the following reasons:
 - 4.4.1 to meet the requirements of an accrediting, professional, statutory and/or regulatory body;
 - 4.4.2 to reflect changes in the applicable laws and regulations;
 - 4.4.3 to respond to sector good practise or quality enhancement processes;
 - 4.4.4 to keep courses contemporary by updating practices or areas of study;
 - 4.4.5 events outside the College's control;
 - 4.4.6 non-availability of venues;
 - 4.4.7 sickness or absence of tutors;
 - 4.4.8 where a change to the Course 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 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.

- 4.5 If the College intends to withdraw a Course or make a material change(s) to the Course after the Student has paid, the College 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 Course. 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 course within the College, deferred enrolment to a later Semester, transfer to another Navitas Group Company College. Some examples of a material change include:
 - 4.5.1 a change of award or course title;
 - 4.5.2 a change to the availability of or discontinuance of a core module; or
 - 4.5.3 a change to the overall type of assessment for the Course, for example by exams, coursework or practical assessment (or combination of these).
 - 4.5.4 a change to the mode of delivery of the course, or part of the course. For example, from Face to Face to Online.
- 4.6 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 Course 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 Course completed at the time of termination of the Contract.

5. Liability

- 5.1 Nothing in this Agreement shall exclude or limit in any way the College's liability:
- 5.1.1 for death or personal injury caused by the College's negligence;
 - 5.1.2 for fraud or fraudulent misrepresentation; or
 - 5.1.3 which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety.
- 5.2 Subject to terms 9.1, if the College fails to comply with the terms of the Contract:
- 5.2.1 the College's total liability for loss or damage the Student suffered as a foreseeable result of the College's failure to provide the Course, 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 Course, such as visa fees, accommodation costs and travel costs directly relating to the Course; and
 - 5.2.2 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 was made between the College and the Student, both the Student and the College knew it might happen.
- 5.3 Where the International Student loses its ability to apply for Tourist or other type of Visas is restricted or downgraded or visa process for students from particular nationalities is changed by the Immigration Office (IND), the College is not responsible and it will refund the Tuition Fee according to the Cancellation Policy (set out in term 3).
- 5.4 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.

6. Events Outside College Control

- 6.1 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.
- 6.2 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.

7. Intellectual Property

- 7.1 The copyright, design right and all other intellectual property rights in any Course materials and other documents or items that the College prepares or provides in connection with any course taught by the College will belong to the College, or our licensors, absolutely.
- 7.2 The Student may not use the materials, documents or other items detailed in term 12.1 for any commercial purpose.

8. Notices

- 8.1 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:
- 8.1.1 by hand;
 - 8.1.2 by pre-paid first-class post or other next working day delivery service; or
 - 8.1.3 sent by email;
- College: The Hague Pathway College
Address:
The Hague University of Applied Sciences
Johanna Westerdijkplein 75,
2521 EN The Hague, The Netherlands
Email address:
info@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).

- 8.2 Any notice or communication shall be deemed to have been received:
- 8.2.1 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
 - 8.2.2 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.
- 8.3 This term does not apply to the service of any proceedings or other documents in any legal action.

9. General

- 9.1 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.
- 9.2 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 things and it will not prevent the College taking steps against the Student at a later date.
- 9.3 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.
- 9.4 Subject to terms 6.16, 6.5, 6.11 or 6.12, no variation of the Contract shall be effective unless it is in writing and signed by the Student and the College.

10. Governing Law and Jurisdiction

- 10.1 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.
- 10.2 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.

thehaguepathway.nl

The Hague Pathway College

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