



GENERAL TERMS AND CONDITIONS

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These general terms and conditions apply to all programmes offered by THIM University of Applied Sciences in Physiotherapy, established at Newtonbaan 6-8 in Nieuwegein, The Netherlands. These general terms and conditions will enter into force on 1 September 2022.

This translation is provided for information purposes only. In the event of a difference in interpretation, the original Dutch version of this document is binding.

THIM is a member of the Dutch Council for Training and Education (NRTO). THIM's general terms and conditions are in accordance with the NRTO general terms and conditions and the NRTO code of conduct.

Art. 1 Definitions

The terms below are defined as follows in these general terms and conditions:

- a) Academic year: the academic year running from September 1st to August 31st of the following year, respectively from February 1st to January 31st.
- b) Application form: hard copy or electronic form with which the student applies for the educational programme.
- c) AVG: Dutch General Data Protection Act (Algemene Verordening Gegevensbescherming)
- d) Education: a module, theme, training or course, including distance education and face-to-face instruction, organised by THIM
- e) EER: Education and Examination Regulations of THIM
- f) Enrolment: enrolment as a student of THIM for the duration of the study programme
- g) EVC: Recognition of previously acquired competencies
- h) Examination fee: the amount payable to THIM for taking a (re)examination by the student, insofar as it is not included in the tuition fee
- i) In writing: either electronic or printed on paper
- j) Registration: registration for (a component of) THIM's study programme
- k) Student: the person who, on the basis of enrolment and the associated requirements, is entitled to participate in the study programme of THIM
- l) Study agreement: the agreement, entered into for the duration of the study programme, which is established by the student's enrolment and the acceptance of enrolment by THIM
- m) Study materials: educational -, instructional - or training materials, documentation or any other material in any form used as part of the study programme
- n) Study programme: the sum of all educational activities leading to the Bachelor's degree
- o) THIM: Thim van der Laan B.V., also known as THIM University of Applied Sciences in Physiotherapy and THIM Hogeschool voor Fysiotherapie
- p) Tuition fee: the amount of money the student owes THIM for enrolling in THIM's educational programme
- q) Website: the website of THIM – www.thim.nl
- r) WHW: Dutch Higher Education and Scientific Research Act (Wet op het Hoger onderwijs en Wetenschappelijk onderzoek)

Art. 2 Applicability

- 2.1 These general terms and conditions apply to each registration at THIM. By registering for a programme, the student accepts the applicability of the general terms and conditions.
- 2.2 Departures from these terms and conditions are only valid if they have been expressly agreed upon in writing.
- 2.3 If one or more provisions in these terms and conditions are void or may become void, the other provisions shall continue to apply in full.
- 2.4 These general terms and conditions replace all previous versions.

Art. 3 Regulations

The student is not only subject to the conditions laid down in this agreement, but is also bound by the terms and conditions as contained in the Education and Examination Regulations and the other regulations used by THIM.

Art. 4 Application and admission

- 4.1 Application for THIM's programmes occurs via the website or via the enrolment form that can be sent by (e-)mail on request.
- 4.2 THIM sets requirements for admission to the programmes. These requirements are outlined in the Education and Examination Regulations (EER).
- 4.3 Enrolment is valid for the duration of the programme that is stated on the enrolment form.
- 4.4 THIM is entitled to refuse an application without further explanation.
- 4.5 The application is deemed to be accepted when THIM has confirmed it in writing. The confirmation serves as proof of enrolment.
- 4.6 Through the application and acceptance, the study agreement between THIM and the student comes into effect.
- 4.7 Compliance with admission requirements for the study programme is not a condition for establishment of the study agreement. Even if the requirements for admission have not been met, the study agreement will come into effect.

Art. 5 Tuition fees and other costs

- 5.1 The student is required to pay tuition fees to THIM for each module. The tuition fees are not dependent on the actual attendance of classes, the passing of time or any other conditions.
- 5.2 Tuition fees per component of the programme and other costs are determined annually. The amount of these costs will be announced per cohort to the student prior to the study programme. If the student reregisters for a component of the programme and the costs of the remaining components have changed, THIM is entitled to pass this change on to the student.
- 5.3 After confirmation of registration for the programme, the student will receive an invoice per module or per academic year, depending on the cohort. After registration for a (re)examination for which examination fees are due, the student will also receive an invoice.
- 5.4 The tuition fees due will be determined based on the information known to THIM at the time of enrolment. Should the tuition fees subsequently prove to have been determined on the basis of incorrect or incomplete information, THIM reserves the right to charge the correct rate in arrears.
- 5.5 Tuition fees will be paid by or on behalf of the student:
 - a) In its entirety before the start of a module or academic year, depending on the cohort,
 - b) In 5, 6 or 12 equal monthly instalments, with the first instalment to be paid before the start of the module resp. the academic year, or
 - c) In accordance with a payment arrangement agreed in writing between THIM management and the student.
- 5.6 The payment of any other study costs, such as, for example, the costs of study materials, is made in full by or on behalf of the student before the start of the module resp. the academic year.
- 5.7 The term of payment for all costs is 14 days after the invoice date.
- 5.8 The student is in default as of the expiration date of the payment term. Upon expiry of the term, THIM will send a payment reminder. THIM will allow the student to pay within 14 days after receipt of the payment reminder.
- 5.9 In the event of late payment, the student may be denied access to the study programme, without prejudice to his obligation to pay.

- 5.10 In case the student does not fulfil his payment obligation(s) in a timely manner, THIM will send a reminder and will give the student 14 days to meet his payment obligation(s). After expiry of this period, the student will be charged the statutory interest over the amount due and THIM is entitled to charge the extrajudicial collection costs incurred.
- 5.11 THIM will suspend the charging of interest and collection costs during the period in which a complaint or a dispute is being dealt with in conformity with the provisions of Art. 14.
- 5.12 If THIM has to incur costs, other than the collection costs as described in Art. 5.11, in order to collect the tuition fees, these costs will be charged to the student, insofar as they are reasonable.

Art. 6 Rights and obligations of the student

- 6.1 After payment of the tuition fees as referred to in Art. 5, the student is entitled:
- To attend the classes, provided that the applicable conditions have been met.
 - To take the examinations and exam components organised by THIM. Modules include one initial exam and one resit exam. If the student needs an additional resit for an exam, he may be charged separately.
 - To access and use of the buildings and facilities of THIM, with due observance of the rules and regulations to be set by THIM.
- 6.2 If the rights referred to in the first paragraph cannot be exercised, or not be exercised sufficiently, by the student as a consequence of his disability, THIM is obliged – with due observance of the legal frameworks and in accordance with standards of reasonableness and fairness – to introduce suitable measures for the student.

Art. 7 Termination of the agreement

- 7.1 The student has the right to terminate the agreement at any time without further explanation. Termination within 14 days after registration is free of charge.
- 7.2 Termination prior to commencement of the programme or termination prior to the end of the programme must be done in writing with a letter addressed to the student administration, THIM University, Newtonbaan 6, 3439 NK Nieuwegein, The Netherlands, or via e-mail to info@thim.nl.
- 7.3 If, at the student's request, the programme has started before the 14-day period referred to in Art 7.1 has expired, and the student terminates within this period, the student must pay termination costs in accordance with Art. 7.4. The termination costs comprise, among other things, labour costs, location costs, costs of teaching materials and compensation for necessary expenses made executing the contract.
- 7.4 In case of termination at least 2 months prior to commencement of the study programme, the student owes 10% of the costs for the academic year concerned. In case of termination between 2 months and 1 month prior to the commencement of the programme, the student owes 20% of the costs for the academic year concerned. In case of termination between 1 month and 2 weeks prior to the commencement of the programme, the student owes 30% of the costs for the academic year concerned. In case of termination less than 2 weeks prior to the commencement of the programme, the student owes 50% of the costs for the academic year concerned.
- 7.5 After commencement of the study programme, the student can terminate the study agreement prematurely. In the event of termination during the academic year, the student will be due 20% of the costs for the current year (as a start-up fee), plus the costs of the ongoing programme up to and including the current month, regardless of whether the student attended the programme. In addition, the full costs of (digital) learning materials supplied and the costs of access to the electronic learning environment are due. The sum of costs never exceeds the total tuition fee agreed upon for the relevant academic year. All financial obligations from previous academic years, insofar as these have not yet been met, remain in force.

- 7.6 In the event of termination of the study agreement, previously agreed payment arrangements shall lapse. All outstanding invoices must be paid within 14 days after the termination.
- 7.7 If the student does not meet one or more obligations towards THIM, or does not do so on time or in full, THIM is authorised – without judicial intervention or any other notice of default being required – to suspend its obligations towards the student ensuing from this agreement and to deny him access to the study programme and facilities. In this instance, THIM's claims against the student remain immediately due and payable.
- 7.8 If THIM is in default, the student can dissolve the agreement with regard to the part for which THIM is in default, without, however, being able to claim compensation for direct or indirect damage originating from the dissolution.
- 7.9 In case of a negative study advice, THIM reserves the right to unilaterally dissolve the study agreement.
- 7.10 In the event of the death of the student, the study agreement will be terminated with immediate effect.

Art. 8 Examination regulations, exemption and certification

- 8.1 THIM has established Education and Examination Regulations (EER) and an Examination Board as referred to in section 7.12 of the WHW.
- 8.2 The EER outline, among other things, the conditions for admission, study progress and graduation.
- 8.3 The EER are available for all students via the electronic learning environment.
- 8.4 The Examination Board is authorised to grant exemptions for parts of the study programme based on previously acquired competencies (EVC).
- 8.5 The awarding of diplomas and certificates occurs in a manner determined by THIM.
- 8.6 THIM reserves the right to issue a diploma or certificate only after receipt of the full due tuition fee and/or other study costs incurred.

Art. 9 Liability

- 9.1 THIM's liability is in all cases limited to the damage that is the direct consequence of its attributable acts or omissions. This is subject to a maximum amount equal to the payments made by the student in the period in which the damage originated or – if higher – up to the amount that THIM is actually compensated by virtue of insurance taken out by THIM.
- 9.2 The liability during and with regard to internships is laid down in the internship agreement.
- 9.3 The limitations of THIM's liability as referred to in paragraph 1 shall not apply if the damage is attributable to conscious recklessness or intent on THIM's part.
- 9.4 The student is required to have third-party liability insurance.

Art. 10 Force majeure

- 10.1 In these general terms and conditions, in addition to what is understood in this respect in legislation and regulations and jurisprudence, force majeure is understood to mean all external causes, foreseen or unforeseen, on which THIM has no influence, but which prevent THIM from fulfilling its obligations. These include strikes and/or work stoppages (both organised and unorganised), government measures that impede the performance of the services, illness or unforeseen dismissal of employees who would be deployed in order to provide the services and for whom, in THIM's reasonable opinion, no replacement can be found.
- 10.2 During force majeure the obligations of THIM shall be suspended. If the period in which THIM cannot meet its obligations due to force majeure exceeds two months, both parties are entitled to dissolve the agreement, without giving rise to any obligation for damage compensation.

- 10.3 If THIM has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it shall be entitled to charge a separate payment for the portion already executed and/or still executable.

Art. 11 Intellectual property

- 11.1 All rights to the programmes, modules and training offered by THIM and the corresponding study materials are reserved by THIM. Upon enrolment, students receive a personal and non-transferable right of use.
- 11.2 Providing material to third parties in written or electronic form and/or (arranging for) copying, publishing or disclosing such material to third parties is not permitted without THIM's prior written consent.

Art. 12 Protection of personal data

- 12.1 Information provided by the student will be treated confidentially by THIM and can be retrieved or accessed at all times.
- 12.2 THIM complies with the applicable privacy legislation.
- 12.3 Personal data may be utilised for historic, statistical or scientific purposes and is processed in accordance with the AVG.

Art. 13 Confidentiality

- 13.1 THIM does not disclose substantive information received from the student in the context of the execution of an agreement, unless otherwise agreed or when THIM is obliged to do so on the basis of legislation or regulations.
- 13.2 The student is obliged to keep confidential all classified information obtained in the context of the execution of a programme from THIM or obtained from other students of a programme. Information is considered confidential if this has been communicated by THIM or if this arises from the nature of the information. In case of doubt, the information will be regarded as confidential.

Art. 14 Complaints and disputes

- 14.1 The agreement shall be governed by Dutch law, unless the law of another country applies pursuant to mandatory legal provisions.
- 14.2 Complaints regarding the execution of the agreement must be submitted to THIM on time, in full and clearly defined, after the student has discovered or has been able to discover the defects. Submission of a complaint within two months is in any case considered timely. Not submitting the complaint in time can result in the student losing his or her rights in the matter.
- 14.3 If the complaint cannot be resolved by mutual agreement, a dispute will arise that is subject to the dispute resolution procedure as described in the next paragraphs.
- 14.4 Disputes between THIM and the student about the establishment or the execution of agreements with regard to services provided or to be provided by THIM can be brought before the Disputes Committee for Private Educational Institutions by both the student and THIM, by writing to Geschillencommissie Particuliere Onderwijsinstellingen, Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl).
- 14.5 The Disputes Committee will only accept a dispute if the student has submitted a complaint in accordance with the provisions of article 14.2 to THIM and this has not resulted in a solution that is satisfactory for both parties.
- 14.6 A dispute must be brought before the Disputes Committee within twelve months after the complaint has been submitted in accordance with the provisions of paragraph 2.
- 14.7 A fee will be charged for the handling of a dispute.
- 14.8 When the student submits a dispute to the Disputes Committee, THIM is obliged to participate.

- 14.9 If THIM wants to submit a dispute to the Disputes Committee, THIM must first request in writing that the student states within 5 weeks whether the student agrees to this. THIM must accompany this request with a notion stating that, after expiry of the aforementioned term, THIM is free to submit the dispute to the regular court.
- 14.10 The Disputes Committee shall make a decision with due observance of the provisions of the regulations applicable to it. The decision of the Disputes Committee is characterised as binding advice.
- 14.11 Exclusively in those cases of formal education, for which binding legal dispute settlement rules have been provided, such as those for examination of the student, the provisions of paragraphs 4 up to and including 10 of this article will not apply.