



Kristiansand, 15.10.2021

Study contract - Noroff University College AS

1. Definitions

- 1.1. These provisions apply to students at Noroff University College AS (hereinafter referred to as the School).
- 1.2. In this contract, "student" means a person with an active, ongoing study contract.
- 1.3. Curriculum means the complete course combination and implementation included in the sought study programme.
- 1.4. Individual education plan means an individual course combination and implementation plan, for example, assessment of course exemptions.

2. Binding contract

- 2.1. The contract is binding from the time the student accepts an offer of a student place through the school's website. In addition to this contract, the curriculum will set the guidelines for a course combination included in the agreement. Otherwise, reference is made to the current study regulations at the school.
 - 2.1.1. In cases where decisions on admission contain a condition, all the terms of the contract are also applicable until the condition is met.
- 2.2. Right of withdrawal:
Within 14 days of the conclusion of the contract, the student may regret entering into the contract in accordance with the rules of the Act relating to the duty of disclosure regarding and right to cancel distance contracts and off-premises sales (The Cancellation Act). However, you will not be granted a new right of withdrawal if you are given the opportunity to change your study, programme or place of study, and for this reason you are offered and signed a new study contract in the same academic year.
- 2.3. When using the Cancellation Act, the attached form "Withdrawal form – when purchasing goods and services that are not financial services" is used.



3. The school's responsibility

- 3.1. The school shall carry out the education in accordance with the current curriculum at all times.
- 3.2. The school can make changes in the curriculum if special circumstances require this. The school must document and justify why the changes are necessary.
- 3.3. The school reserves the right to cancel studies where the first semester has not yet commenced as a result of low participation or for other reasons beyond the control of the school. In such cases, only paid fees will be refunded to the student.
- 3.4. If the school cancels the study programme as a result of low participation, notice of cancellation must be sent to the student as early as possible and no later than 2 weeks before the commencement of study.
- 3.5. The school's rights and obligations beyond what is stated here are stated in the school's regulations in force at any given time.

4. The student's responsibility

- 4.1. The student is obliged to familiarise himself/herself with, stay up to date on and follow information provided by the school, including current laws, regulations and guidelines.
- 4.2. In the event of expulsion from instruction as a result of a breach of contract terms, regulations or other guidelines, tuition fees paid for the period in which the student does not have the right to study will be refunded to the student.
- 4.3. The student is aware that instruction can be added to afternoons and evenings, in some cases also on weekends.
- 4.4. It is the student's responsibility to keep the school up to date on changes of name, postal address, e-mail address and telephone number, so that information is revealed. Changes to such information are made on the school's website (My pages).
- 4.5. Students are required to check their e-mail regularly.
- 4.6. The school provides equipment to students on campus, equipment needed off campus is the student's own responsibility. Including, for example, syllabus literature, hardware and software, etc.
- 4.7. If the student believes that there is non-compliance on the part of the school, notification must be given within a reasonable time and no later than 4 weeks from when student discovered, or should have discovered, the non-compliance.
- 4.8. Publication, distribution and/or copying of study materials, computer programmes or other information that belongs to the school or someone whom the school has an agreement with is strictly prohibited unless written consent has been obtained from the copyright owner/license holder. This also applies to illegal downloading or sharing of data files using the school's IT



equipment and network.

5. Payment obligations

The student is obliged to pay the registration fee and tuition fee for the relevant study programme.

Registration fee

- 5.1. Registration fee is a fee that covers administrative costs in connection with applying for and reserving a study place. The registration fee is invoiced 14 days after acceptance of the offer (expiration of cancellation right) with a 14-day payment deadline. If the registration fee is not paid by the due date, this may result in the student losing the study place.
- 5.2. The registration fee is not refunded except in cases where the school cancels a study programme.

Tuition

- 5.3. Tuition is invoiced at the beginning of each semester with a 14-day payment deadline
- 5.4. Standardised study time for the individual course is stated in the separate curricula for the various study programmes. The student must pay tuition for the standard study time, even if the study is completed in a shorter time. Granted exemption/admission to individual courses does not automatically give the right to a reduction in tuition unless this is stated in the received offer of a study place.
- 5.5. Tuition entitle the student to instruction and participation in the study programme which the student is admitted to. The delivery will be in accordance with the current curriculum, as well as ordinary and postponed completion of exams/assessment.
- 5.6. New exams/assessment (continuation exams) may incur additional costs in accordance with the rates applicable at any given time. Current rates are available on Noroff's website.
- 5.7. In the event of late payment of tuition or other fees/charges that are more than 14 days, the student must pay interest in accordance with the Act on interest in the event of late payment. A reminder fee will be charged in accordance with the rate specified in the Regulations appertaining to the Debt Collection Act. If the claim is not paid within 14 days after the reminder/debt collection notice has been sent, the claim will be collected through judicial debt collection.
- 5.8. The school may, upon written application from the student, grant a deferral of payment for a limited time, if the student can document particularly compelling reasons that affect the student's ability to pay.
- 5.9. The tuition is stated on the school's website and is adjusted annually in accordance with wage and price growth. The student's tuition is not adjusted after acceptance of the offer and until the expiry of the standard study time for the relevant study programme. In the event of a change of study or extended



study progression, the price can be adjusted in accordance with the current price overview.

6. Termination, study interruption and postponement

- 6.1. Termination of the study contract must be reported to the school administration. It is recommended that this is done in writing. The student is responsible for documenting that the notice has been given. After receiving notice, the school must provide a written confirmation.
- 6.2. In the event of termination before the commencement of studies, any semester fee already paid will be refunded to the student.
- 6.3. In the event of termination during the study programme, the student will have to cover the school's losses.
 - 6.3.1. Termination, up to and including 14 days after the commencement of the semester, results in an interruption fee in accordance with current rates.
 - 6.3.2. Termination, more than 14 days after the commencement of the semester, will result in the student having to pay the entire tuition for the current semester.
- 6.4. Upon receipt of a written application with documented illness or other compelling reasons, the school will be able to grant a temporary interruption or postponement of the study programme. The risk that the content and structure of the study programme may have changed during the interruption period and thus could affect criteria for resumption/continuation is borne by the student.
- 6.5. In the event of interruption due to an unforeseen summons to military service, the student has the right to make a temporary interruption in the study programme, ref 6.3, if the military service makes it impossible to complete the study programme according to original plans and the student has notified the school within a reasonable time after having received the summons. Temporary interruptions must be agreed and fit according to the school's delivery model.
- 6.6. If the study programme is interrupted due to unforeseen, serious circumstances that make further studies unreasonably burdensome or impossible (personal force majeure), only offered instruction will be paid for. When using this clause, the burden of proof lies with the student.

7. The school's non-compliance

- 7.1. The student can terminate the contract if there is a significant non-compliance on the part of the school. In the event of termination, the school will refund paid fees.
- 7.2. Any claims for damages will be regulated by general principles of tort law.
- 7.3. The school disclaims price reductions or liability for breach of contract which is to be regarded as force majeure. Force majeure refers to external, extraordinary and unpredictable events for the school that intervene in and



prevent the fulfilment of the contract and delivery in accordance with the curriculum.

- 7.4. If the school breaches the contract by not providing the study programme, in form or content, to which the student is entitled in accordance with the contract, the school has the right to rectify this in the form of supplementary and/or alternatively relevant instruction offers. If the situation does not improve, the student can demand a price reduction or terminate the contract.

8. The student's non-compliance

- 8.1. The school may terminate the contract if there is a significant breach of contract on the part of the student on paragraphs 4 and 5 of this contract.
- 8.2. The school may terminate the contract if the student is guilty of repeated and/or grossly fraudulent behaviour towards the school's students or employees. Including, for example, bullying, harassment, etc. See also school regulations.
- 8.3. Particular attention is drawn to rules on cheating, as well as the obligation to present original documents as a basis for admission to studies or for the issuance of certificates for control upon request. Noroff reports all matters where document forgery is suspected to the police.
- 8.4. If the study contract is terminated on the basis of a breach of payment obligations, the student may also be denied future study rights at the school.
- 8.5. Prior notice will be sent to the student upon termination of the contract by the school. The warning must be in writing.

9. The school's use of student work

- 9.1. A separate agreement, between the student and the institution, regulates the use of work/material created.

10. Right of appeal

- 10.1. Conflicts and disputes related to financial matters and contract law issues shall be resolved through negotiations.
- 10.2. Individual decisions can be appealed. The right of appeal, the appellate body, deadlines and further procedures are set out in chapter 5 of the University and University Colleges Act and paragraph 28 of the Public Administration Act.

11. Reservations and venue

- 11.1. The school assumes no liability for printing errors in the study information, curriculum, course description or other information that applies to the individual course.
- 11.2. In case of doubt in the understanding of text, the Norwegian version will take precedence.



11.3. Kristiansand District Court is the venue

In the event of differing interpretation of the text in this document, the Norwegian version has precedence.