

# **Student Charter**

## **Hotelschool The Hague**

### **General Part**

Hotelschool The Hague's Student Charter consists of a general part (specific to the institute) with appendices and a special part (specific to an education programme for example the bachelor) with appendices that applies to anyone who studies at Hotelschool The Hague. This latter part includes the Education and Exam Regulations (EER).

For additional information concerning specific courses, please refer to the relevant Course Guide.

The Student Charter is approved by the Board Directors on 24 October 2013 after the Representative Advisory Council gave consent on 17 October 2013.

In recent years, a number of additions has been approved regarding the abovementioned procedure. These additions are currently included. It concerns the additions till 19 March 2019:

- regulation for use of Hotelschool The Hague ICT facilities;
- camera surveillance regulations Hotelschool The Hague;
- Three Strikes Policy;
- regulation for financial support to students ;
- adjustment of the articles regarding grooming;
- Code of Conduct for international students (art. 9.40).

Suggestions to improve the Student Charter can be sent to the Corporate Secretary.

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**CHAPTER 1****GENERAL****Article 1.0**

Academic year	A period of time that commences on 1 September and ends on 31 August of the subsequent year as referred to in article 1.1 under k of the WHW.
Accreditation	The quality mark that expresses that the quality of a course has been assessed positively as referred to in article 1.1 under s of the WHW.
Appeal Committee	A committee of appeal for students appointed by Hotelschool The Hague as referred to in articles 7.60 until 7.63 of the WHW
Appeals Tribunal for Higher Education ( <i>College van beroep voor het Hogeronderwijs</i> )	An appeals tribunal appointed by the government for the judgement of an appeal against a decision by a body of Hotelschool The Hague, as referred to in articles 7.64 and 7.67 of the WHW.
Assessment	An investigation of the knowledge, understanding and skills of the student, the outcome of which is an appraisal as determined by an examiner and is the (part) conclusion of a course. The appraisal as a conclusion of a course, consisting of either one or multiple course components, which is expressed as a score between 1 and 100 or a Pass/Fail. The following terms: Final Assignment, Skills Assessment, Final Product and Oral Assessment are all interim exams.
AWB ( <i>Algemene Wet Bestuursrecht</i> )	General Administrative Law Act
binding study advice (RDP)	Study advice as referred to in article 7.8b, paragraphs 1 and 2 of the WHW, which may be linked to a rejection, as referred to in article 7.8b, paragraph 3 of the WHW. At the Hotelschool study advice is always linked to a rejection, i.e. the Requirement to Discontinue the Programme.
Block	A period of 10 weeks during which education is provided and assessments are held. An academic year consists of 4 blocks, plus a Start-Up Week at the beginning of the academic year and a Round-Off Week at the end of the academic year. IFT students will get classes in the Round-Off Week.
Board of Directors	Administrative body of Hotelschool The Hague, as referred to in article 10.2 of the WHW in conjunction with articles 4 up to and including 15 and article 17 of the statutes of the Foundation Hotelschool The Hague.

Bron-HO	Central register of higher education enrolment, as referred to in article 7.52 of the WHW, in which DUO registers details of persons who are enrolled or have been enrolled at an institute of higher education or university.
BRP (Basisregistratie Personen)	The "BRP", the municipal records contain the personal details of everybody who lives or has lived in The Netherlands. It is mandatory for students to register in the BRP.
Certificate	Document, as referred to in article 7.11, paragraphs 1 and 2 of the WHW.
Course	A part of the educational programme that is concluded with an assessment, as referred to in article 7.3, paragraph 3 of the WHW and to which ECs are linked.
Course component	A course that is concluded with an assessment, either consisting of one or multiple course components, as referred to in article 7.3 paragraph 3 of the WHW.
Course Guide	A study guide containing detailed information concerning a specific unit of education.
CROHO ("Centraal Register Opleidingen Hoger Onderwijs")	The Central Register of Higher Education Study Programmes as referred to in article 6.13, paragraph 1 of the WHW. A list of all study programmes which, if completed successfully, provide an official degree certificate according to the WHW.
Curriculum	The study programme of the Hotelschool The Hague's bachelor and master programme. Cohesive group of courses through which a student can acquire the Professional Duty Categories and Professional Excellence Categories.
DUO (Dienst Uitvoering Onderwijs)	Education Executive Agency that finances and informs and educational institutes and those who participate in education
European Credit (EC)	The system for measuring study load as referred to in article 7.4 of the WHW, in which 1 credit (EC) represents 28 hours of study. Credits are awarded providing an assessment is passed successfully.

Education Committee	A committee as referred to in article 10.3c of the WHW that provides the Education Management Team and Board of Directors with advice/consent concerning the EER. In addition, the committee conducts an annual review of the implementation of the EER and gives requested or unrequested advice on all other matters related to education.
EER	Education and Exam Regulations as determined by the governing body of the school as referred to in article 7.13 of the WHW
Elective	An elective is a course a student can choose to broaden or deepen his or her knowledge and skills in a specific area.
Exam	The whole of the successfully completed assessments for the courses belonging to the Propaedeutic Phase, the Post Propaedeutic Phase and/or the Master of the study programme.
Exam Committee	The body as referred to in article 7.12, paragraphs 1 and 2 of the WHW.
Examiner	Person appointed by the Exam Committee as an examiner and entitled to take assessments or parts thereof as referred to in article 7.12c paragraph 1 of the WHW
Final Exam	The conclusion of the study programme, as referred to article 7.3, paragraphs 3 and 7.10, paragraph 2 of the WHW.
Full-time programme	Programme that does not take any other activities into consideration other than those related to education.
Governing body	The Board of Directors of Hotelschool The Hague.
HBO bachelor and master programme	A higher professional education ('HBO') course, as referred to in article 7.3a, paragraph 2 of the WHW.
<a href="http://MyHotelschool.nl">http://MyHotelschool.nl</a>	Digital work environment for students and staff of Hotelschool The Hague.
International Fast Track (IFT)	A 2-year programme for graduates of the Dutch MBO programme "HORECA ondernemer/manager, level 4" or students with similar qualifications and experience.

Institute tuition fees	Tuition fees, as referred to in article 7.46 of the WHW.
Instructor	Employee who provides instruction and supervises the practical skills training and learning process, in combination with general educational duties for the benefit of Hotelschool The Hague and the students.
Lecturer	Employee who is encumbered with the autonomous provision of education and supervision of the educational process, in combination with general teaching duties for the benefit of Hotelschool The Hague and its students
Management and administrative regulations	Regulations in which the Board of Director establishes how the management, the administration and the organisation of the school of higher professional education is regulated as referred to in article 10.3b of the WHW.
OSIRIS	Student Information system for the registration of study progress.
Personal Tutor	Employee of Hotelschool The Hague who mentors a group of students during their programme until the enrolment in LYCar.
Phase	A part of the programme that is associated with a specific learning concept. The bachelor programme consists of a coherent whole of three Phases.
Post-propaedeutic Phase (Phases 2& 3)	The second part of the course that follows the Propaedeutic phase as referred to in article 7.30 of the WHW.
Propaedeutic Phase (Phase 1)	The first part of the bachelor programme as referred to in article 7.8 paragraphs 2 of the WHW with a study load of 60 ECs.
Representative Advisory Council (RAC)	A representative advisory body intended in article 10.17 of the WHW.
Requirement to Discontinue the Programme (RDP)	Study advice as referred to in article 7.8b, paragraphs 1 and 2 of the WHW, which is linked to a binding advice, as referred to in article 7.8b, paragraph 3 of the WHW.



Selection	The determination of the choice by Hotelschool The Hague in the acceptance of students. In addition to the normal requirements regarding prior education, Hotelschool The Hague selects according to motivation and suitability to the profession. In addition Hotelschool The Hague imposes extra language and cognitive abilities.
Service Desk	A communication center that provides a single point of contact (SPOC) between HTH departments and its students.
Smartcard	Identification card issued by Hotelschool The Hague also used as an instrument of payment by employees as well as students.
Statutory tuition fees	Tuition fees as referred to in the articles 7.45 to 7.45b of the WHW.
Student	Person who is enrolled at Hotelschool The Hague as a student, as referred to in article 7.32 of the WHW.
Student Association	An association with the objective of stimulating the social and cultural development of its members
Student Charter	The Student Charter as referred to in article 7.59 of the WHW comprises a description of the rights and obligations of students and is determined by the Board of Directors of Hotelschool The Hague.
Student Counsellor	Employee whose core duty it is to counsel, inform and advise (potential) students in the area of study, education and personal situation/circumstances.
Studielink	Internet platform for registration and enrolment, and changes in personal details registered at institutes of higher education and universities as well as with the Agency for the Administration of Education (DUO)
Study Guide	Guide that is published by Hotelschool The Hague once per academic year containing information about general school matters, activities and organisation of the school, student facilities and content of the 4-year bachelor programme and the master programme.
Study advice	Study advice as referred to in article 7.8b, paragraphs 1 and 2 of the WHW given to the student concerning the continuation of his/her studies with the bachelor programme or elsewhere no later than at the end of the term of enrolment for the Propaedeutic Phase of the

	<p>programme. In addition to the advice at the end of the first year of enrolment the Hotelschool can give advice as long as the student has not passed the Propaedeutic Exam. This advice may be linked to a rejection (a recommendation to Discontinue the Programme) as referred to in article 7.8b, paragraph 3 of the WHW.</p>
Study load	Study load expressed in ECs as referred to in article 7.4, paragraph 1 of the WHW.
Study Programme	Educational programme as referred to in article 7.3 in conjunction with article 7.3a of the WHW.
Study Progress Coordinator (SPC)	Employee of Hotelschool The Hague who, in the case of a deviation in study progress, provides information specifically about alternative courses, assessments, resits, study planning and exemptions. He/she is responsible for the coordination of the activities of the personal tutor in Phase 1 and 2 (in Phase 3 the LYCar coach takes on the role of personal tutor); for the supervision of the study advice procedure in the Propaedeutic Phase; advising students about study progress and signalling problems related to the study progress of students.
Tuition fees	Tuition fees as referred to in the article 7.43 of the WHW. Hotelschool The Hague has higher statutory tuition fees.
Voucher	Administrative act by which a student can, in addition to his normal assessment opportunities, make use of an extra chance to follow lectures again and to re-sit the assessment. Each student receives two vouchers at the commencement of his/her studies for the whole of the bachelor programme.
WHW ( <i>Wet op het hoger onderwijs en wetenschappelijk onderzoek</i> )	Higher Education and Research Act; an inspection copy is available in the Media Centre.

**Article 1.1** Purpose of the Student Charter

The purpose of the Student Charter is to provide the students with clarity about the rules and procedures in force at Hotelschool The Hague.

**Article 1.2** Scope of the Student Charter

1. The scope of this charter is limited to those who are enrolled as a student for the bachelor and master programme at Hotelschool The Hague.
2. Where specified in this charter, the stipulations also apply to prospective students and former students of Hotelschool The Hague or its legal predecessors.

**Article 1.3** Content of the Student Charter

1. The Student Charter consists of an institute-specific part and a part specific to education, in which the rights and duties of persons referred to in article 1.2 of this Student Charter are described.
2. The rights and duties referred to the first paragraph of this article ensue from:
  - a. legal acts and regulations, in particular the WHW;
  - b. decisions by or on behalf of the Board of Directors;
  - c. decisions by the Exam Committee and examiners of the programme.
3. The institute-specific part includes a number of appendices.

**Article 1.4** Publication of the Student Charter

The Board of Directors ensures that, on first enrolment, every student receives information how to access the Hotelschool The Hague Student Charter. The Student Charter is available on Hotelschool The Hague's website.

**Article 1.5** Ratification and amendments to the Student Charter

1. Changes are made to the Hotelschool The Hague Student Charter as a consequence of changes in the law and regulations or if the Board of Directors so wishes.
2. The Board of Directors requires prior approval from the Representative Advisory Council (RAC) with regard to the proposed amendments.
3. Students are informed of these changes by or on behalf of the Board of Directors via an Educational Announcement on <http://MyHotelschool.nl>.

**Article 1.6** Purpose, Principles and Mission

1. Hotelschool The Hague provides non-denominational education.
2. The purpose of Stichting Hotelschool The Hague is to establish and maintain an institute of higher education aimed at the theoretical and practical preparation for the performance of professions in the field of hospitality in the broadest sense, as well as all activities related to this, that ensue from this, or that can be conducive to it.
3. The objective outlined above is realised on the basis of an egalitarian philosophy and makes no distinctions on the grounds of disability or chronic illness, gender, sexual inclination, religion, ideology, cultural background or race.
4. The student has a right to follow an undergraduate degree programme in higher professional education. This type of education also pays attention to personal development and encourages social responsibility.
5. The vision of Hotelschool The Hague is 'Creating Hospitable Futures'. Futures stands for the future of the graduates of Hotelschool The Hague and its community, its industry and society.

6. The mission of Hotelschool The Hague is: Hotelschool The Hague delivers ambitious and agile graduates with customer centricity, business acumen, leadership and global citizenship. These skills enhance core hospitality companies and are transferable to other companies where hospitality makes a difference.

**Article 1.7** Board and management organisation of Hotelschool The Hague

1. Hotelschool The Hague is maintained by Stichting Hotelschool The Hague. The foundation has two bodies: the Board of Directors (BoD) and the Board of Trustees (BoT). The BoD is the board of the foundation as well as the governing body as referred to in article 1.1 under j of the WHW.
2. The Board of Directors has all the powers and duties for the administration of the foundation and the Hotelschool that are not reserved to the Board of Trustees in accordance with statutory requirements or regulations or provisions of the statutes of the foundation.
3. The organisation of Hotelschool The Hague is regulated in more detail in Hotelschool The Hague's Management and administratieve regulations.

**Article 1.8** Participation

1. Hotelschool The Hague has a Representative Advisory Council as referred to in article 10.17 of the WHW. The Representative Advisory Council consists of employees of Hotelschool The Hague and students who are enrolled at the Hotelschool.
2. The duties, authorities and scope of the Council referred to in paragraph 1 are established in the RAC Regulations as determined in article 10.22 of the WHW.
3. The RAC regulations referred to in paragraph 2 are published on: <http://MyHotelschool.nl>.

**Article 1.9** Structure of the Programme

Hotelschool The Hague offers a programme in hospitality management that results in a Bachelor Degree of Business Administration in Hotel Management; a four-year programme divided into three phases that consists of 240 ECs. Part of the bachelor programme is the International Fast Track programme. This programme comprises years 3 and 4 (a part of Phase 2 and a part of Phase 3 of the bachelor programme). Hotelschool The Hague offers also a master programme in international hospitality management that results in a Master Degree of Business Administration in International Hospitality Management.

**Article 1.10** Exam Committee

1. An Exam Committee is associated with the programme that is appointed by the BoD in consideration of the provisions as referred to in article 7.12, paragraph 1 and 2 of the WHW.
2. The composition, duties and authorities of the Exam Committee have been established in the Education and Exam Regulations.
3. The aforementioned regulations are available via <http://MyHotelschool.nl>.

**Article 1.11** Education Committee

1. An Education Committee is associated with the programme, in conformity with article 10.3c of the WHW. The members of the Education Committee are appointed by the Board of Directors. The Education Committee consists of employees of Hotelschool The Hague and students enrolled at the Hotelschool.
2. The composition, duties and authorities of the Education Committee have been established and described in more detail in the Hotelschool The Hague Education Committee Regulations.
3. The Hotelschool The Hague Education Committee Regulations are available via <http://MyHotelschool.nl>.

## CHAPTER 2 INFORMATION

### Article 2.1 Information to future students

The Board of Directors ensures that, upon request, information is provided to (applicant) students on at least on the following matters:

- a. the available courses of the programme;
- b. the objective and organisational structure of Hotelschool The Hague;
- c. rules pertaining to binding study advice;
- d. the professional field for which the course trains, as well as the thereto pertaining professional profile and labour market data on graduates, in as far as this information is known;
- e. the level of the tuition fees and an indication of the other costs that are or may be associated with the participation in a course;
- f. the available student facilities;
- g. the average projected study load;
- h. possible courses for further study;
- i. other facilities that are provided for students.

### Article 2.2 Information regarding the individual student

1. Students have the right to see the data concerning his person and study progress registered in Hotelschool The Hague's records.
2. The Privacy Regulations for the Processing of Personal Data of Students is applicable in the processing of students' personal details. This regulation, based on Law for the Protection of Personal Data, is still under development and will be added to this Student Charter as Appendix 4.

### Article 2.3 Additional information

Inspection copies of the Student Charter and the Education and Exam Regulations are available in the Media Centre.

### Article 2.4 Obligation to Check E-mail

Students are each given an HTH e-mail account. Students are held to regularly check this HTH account so that they are aware of all the information communicated by Hotelschool The Hague on a daily basis.

Students are further obliged to refer to announcements published on [Http://MyHotelschool.nl](http://MyHotelschool.nl), also during the placement periods.

## CHAPTER 3 ENROLMENT

### Section 3.1 Requirements for admission and prior education, additional requirements

#### Article 3.1 Prior education and admission requirements

The prior education and admission requirements are laid down in the Education and Exam Regulations, as are any additional requirements necessary for entry to the bachelor and master programme.

### Section 3.2 Procedure of enrolment, withdrawal and rejection

#### Article 3.2 Enrolment new student

1. Any person wishing to take part in education, sit assessments or make use of other types of facilities for the purpose of following the Hotelschool The Hague's Propaedeutic Phase, must be enrolled as a student of Hotelschool.
2. Hotelschool The Hague has two official intake periods for the fulltime bachelor programme, namely per 1 September and 1 February of each calendar year. Due to the structure of the curriculum it is not possible to commence on the programme at any other time. The official intake period for the IFT programme and the masterprogramma is 1 September of each calendar year.
3. Persons wishing to enrol as a student must register for the programme by submitting an application to the Hotelschool The Hague Admissions department via Osiris. The applicant is, after an initial written selection, invited to participate in the selection process. Upon acceptance, Student Affairs enrolls the student via Studielink. The enrolment is valid for a period of 12 months for the students who commence the programme in September. Students who start in February must enrol again per 1 September.
4. Enrolled students must register any change of address in a timely manner via [www.studielink.nl](http://www.studielink.nl). Students are responsible for the correctness of their personal data on [www.studielink.nl](http://www.studielink.nl).
5. Hotelschool The Hague cannot be held responsible for the consequences of non-fulfilment or incorrect fulfilment of the obligation as referred to in paragraph 4.
6. It is the obligation of the student to register with the Municipal Register (GBA) where he is a resident. An incorrect registration in the GBA may have (adverse) consequences for the amount of tuition fees and any possible health insurance costs the student must pay.

#### Article 3.3 Enrolment senior student

1. The student must re-enrol each academic year. This is done via [www.studielink.nl](http://www.studielink.nl).
2. Should the student prove not to have (full) legal capacity on or after 1 September or on or after 1 February, the enrolment can be annulled.
3. The student who is enrolled must register a change of address in a timely manner via [www.studielink.nl](http://www.studielink.nl). Students are themselves responsible for the correctness of personal data on [www.studielink.nl](http://www.studielink.nl).
4. Hotelschool The Hague does not accept any responsibility for the consequences of non-fulfilment or incorrect fulfilment of the obligation as described in article 3.2 paragraph 4.
5. During his studies it is the obligation of the student to be registered in the Municipality Register (Basisregistratie Personen) where he is a resident. An incorrect registration in the

Basisregistratie Personen may have (adverse) consequences for the amount of tuition fees and any possible health insurance costs the student has to pay.

6. Upon enrolment the student submits his personal number or education number, as referred to in article 7.38 of the WHW.

#### **Article 3.4** Financial conditions of enrolment

1. The enrolment procedure can be initiated only after proof is produced that tuition fees have been or will be paid. Enrolment for the bachelor programme is not dependent on any other financial contribution.
2. In the event that tuition fees for a student who is under age are not paid by himself, the enrolment procedure will be initiated only after the student has produced a written declaration stating that he agrees that the person named in the document will pay the tuition fees on his behalf.

#### **Article 3.5** Prior registration DUO

Students who enrol for the first time for the bachelor or master programme must, prior to enrolment, register with DUO, in compliance with article 7.37 of the WHW.

#### **Article 3.6** Intake 1 September new student

1. The request for enrolment for an academic year must be done via *Osiris Aanmelding* ([www.hotelschool.nl](http://www.hotelschool.nl)) *before* 1 May. Enrolment is a fact only when payment or signed or digital authorization is received by 1 September.
2. Enrolment is per 1 September, providing all enrolment conditions are fulfilled before that date.
3. If enrolment took place per 1 September it is valid for the whole academic year.

#### **Article 3.7** Intake 1 February new student

1. The request for enrolment for 1 February occurs via *Osiris Aanmelding* ([www.hotelschool.nl](http://www.hotelschool.nl)) *before* 1 November.
2. Enrolment is a fact only when payment or signed or digital authorization is received by 1 February of the following calendar year. Digital authorisation is a mandate that has come about by following the protocols of [www.studielink.nl](http://www.studielink.nl) and the Hotelschool.
3. Enrolment is per 1 February, providing all enrolment conditions are fulfilled before that date.
4. If enrolment took place per 1 February it is valid for only the current academic year. The student must enrol for the following academic year from May, as stipulated in article 3.5 of this Student Charter.

#### **Article 3.8** Proof of enrolment

1. The student can request proof of enrolment for the academic year in question at the Service Desk.
2. Students who are enrolled are issued a smartcard. The card shows a photo with a good likeness of the student and is valid during the whole of the student's study programme.
3. In the event of loss or theft of the smartcard referred to in the first paragraph, the student can, on payment of a fee, apply for a duplicate card at the Hotelschool Helpdesk.

#### **Article 3.9** Rejection and withdrawal of enrolment

1. The Board of Directors may reject the enrolment or request for enrolment - if possible and if necessary retroactively withdraw it:

- a. If the enrolment conditions as stipulated by Hotelschool The Hague are not met, including the requirement to pay tuition fees in a timely manner;
  - b. If the information provided by student on which basis the imperative demands for admission and enrolment are based, is incorrect;
  - c. On the grounds of article 7.37, paragraphs 5 and 6 of the WHW;
  - d. In the event of behaviour associated with the practice of the future profession, as referred to in article 7.42a of the WHW, after advice from the Exam Committee and/or the Student Counsellor.
2. Decisions on the basis of the first paragraph are in writing and substantiated.
  3. Against decisions as referred to the first paragraph the person concerned may lodge a written objection, within six weeks after the date of the contested decision. The objection must be addressed to Board of Directors, as laid down in more detail in Chapter 9 of this charter, after advice has been sought for this purpose at the Legal Protection Office, as referred to in article 7.63a of the WHW and described in more detail in Chapter 9 of this charter.

### **Section 3.3**                      **Rights and obligations of enrolment**

#### **Article 3.10**                      Rights of enrolment

1. The student follows the programme in the period in which he is placed by the Hotelschool. He is only allowed to follow the programme in other periods providing there are no limitations as far as capacity and nature of the lessons, as judged by the Study Progress Coordinator and/or the Student Counsellor. Students wishing to avail themselves of this possibility must submit a written request to the Study Progress Coordinator and/or the Student Counsellor.
2. Enrolment as a student at Hotelschool The Hague gives the student during the academic year to which the enrolment applies, the right to:
  - a. entry to the building and grounds of Hotelschool The Hague, unless, in the opinion of the Board of Directors the interests of the nature of the programme or the interests of the investigation are opposed to it;
  - b. use of the educational facilities such as the Media Centre and Food & Beverage Department during practical training or as guest;
  - c. use of other provisions for students, including the services of the Student Counsellor;
  - d. student tutoring;
  - e. vote for the Representative Advisory Council, as referred to in article 10.17 of the WHW;
  - f. other rights named in this charter.

#### **Article 3.11**                      Obligations of enrolment

Enrolment as a student involves the following obligations:

- a. to participate in practical training and education, as referred to in the Education and Exam Regulations and the course guide (of the specific course).
- b. to display good conduct in the grounds and in the buildings of Hotelschool The Hague, and in the case of external training, excursions and during the placement, as described in more detail in the House Rules and the Professional Attitude Skotel Course Guide with the Appendix Practical Information Skotel.
- c. to pay tuition fees in a timely manner as laid down in article 3.4 of this charter;
- d. to communicate in a timely manner correct details for the registration of name, address, telephone number and place of residence and correspondence address, to check these



- details for the purpose of tuition fees payment and other student matters; any changes must be communicated as quickly as possible via [www.studielink.nl](http://www.studielink.nl);
- e. to communicate I.C.E. (in case of emergency) details to the Placement Office for the benefit of the emergency procedure for a stay abroad as part of the study programme stated in the Education and Exam Regulations;

### **Section 3.4 Procedure for termination of enrolment**

#### **Article 3.12** Termination of enrolment

1. Enrolment of a student is terminated by the Board of Directors:
  - a. at the request of the student via a disenrollment form, effective on the first day of the following month;
  - b. on the grounds of a binding study advice with rejection (RDP) given by the Board of Directors, as referred to in article 7.8b of the WHW, effective on the first day of the following month;
  - c. on the basis of a proposal by the Exam Committee to terminate enrolment due to fraud, as described in the Education and Exam Regulations of Hotelschool The Hague, effective on the first day of the following month;
  - d. either because the student does not respect the principles and goals of Hotelschool The Hague, or that there is reasonable fear that the student will abuse the enrolment and associated rights, as referred to in article 7.37, paragraph 5 of the WHW, effective as of the following month;
  - e. in the event of behaviour associated with the practice of the future profession, as referred to in article 7.42a of the WHW, after advice from the Exam Committee concerned and/or the student counsellor, effective on the first day of the following month;
  - f. in the case of a disciplinary measure, as referred to in article 7.57h of the WHW, effective on the first day of the following month;
  - g. if the enrolment took place on the basis of incorrect and/or false details, effective immediately.
2. Decisions as referred to in the first paragraph of this article are in writing and substantiated.
3. Enrolment legally ends at the end of an academic year or due to the death of the student.
4. The student may authorise a third person - not anyone who is employed by the Hotelschool – and exclusively in the form of a written document, to request the enrolment to be terminated on his behalf.
5. If a student does not agree with a decision made on the basis of this section by or on behalf of the Board of Directors is, then the student is informed that he can submit an objection at Hotelschool The Hague Legal Protection within six weeks after the date of the decision.  
The objection must be addressed to Board of Directors.  
Before the Board of Directors makes a decision about the objection, advice from the Arbitration Advisory Committee will be sought, as referred to in article 7.63a of the WHW and as described in more detail in Chapter 9 of this charter.
6. The lodging of an objection does not suspend the decision.
7. Hotelschool The Hague registers the disenrollment with DUO.

#### **Article 3.13** Enrolment after a binding study advice (RDP)

1. The Board of Directors gives advice to every student before the end of Phase 1 concerning the continuation of his studies at Hotelschool The Hague.

After two years a student who has received a RDP, may again submit a request to be enrolled in the study programme providing he can make a reasonable case to the Board of Directors that he is able to follow and successfully complete the programme.

### **Section 3.5 Skotel Registration Procedure**

#### **Article 3.14** Enrolment and the Skotel

1. Each student who enrolls in the Propaedeutic Phase at Hotelschool The Hague is obliged to reside at the Skotel during the first 40 weeks of the study programme. Only in exceptional cases can the student leave the Skotel prematurely and receive restitution of the Skotel contribution. For more information is available in the Professional Attitude Course Guide with the Appendix "Practical Information Skotel".
2. The student is held to, regardless of the time of the intake, leave the Skotel during the summer months and find other accommodation.
3. The check-out time at the Skotel is Saturday week 10 of Block D for the September intake and Saturday week 10 of Block B for the February intake. There is an exception for students who still have to take a resit exam. In the round-off week the September intake students leave the Skotel on Wednesday. In the February start-up week the February intake students leave the Skotel on Wednesday.
4. After the summer holiday students from the February intake can check in at the Skotel again on the Saturday prior to the start of Block A according to a pre-set roster. This roster is published on myhotelshool.nl.
5. The student can obtain written proof of residence at the Service Desk with which he can register in the Municipal Register in Amsterdam or The Hague at the address of the Skotel.

### **Section 3.6 Tuition fees**

#### **Article 3.15** Increased Statutory Tuition Fees

1. In conformity with article 7.43 of the WHW, for each academic year of enrolment in the bachelor or master programme a student is held to pay tuition fees as referred to in 6.7 of the WHW, or institute tuition fees as referred to in article 7.46 of the WHW.
2. Tuition fees, as referred to in article 6.7 of the WHW, are no higher than indexed as five times the full amount of statutory tuition fees on the basis of article 7.45, paragraph 5 of the WHW, as determined by regulation order and in the manner determined therein.
3. The increased statutory tuition fees, as referred to in article 6.7 of the WHW, are payable by a student who fulfils the criteria for the statutory tuition fees as referred to in article 7.45 of the WHW:
  - a. according to the Central Register of Higher Education Enrolment (Bron-HO) has not previously obtained a bachelor degree;
  - b. resides in the Netherlands, Belgium, Luxemburg or one of the States of North Rhine Westphalia, Lower Saxony and Bremen of the Federal Republic of Germany, and
  - c. belongs to one of the groups of people as referred to in article 2.2 of the Dutch Student Finance Act 2000 ('*Wet studiefinanciering 2000*') or holds the Surinamese nationality;
  - d. is registered in the Municipal Records;
4. If a student as referred to in paragraph 3 is enrolled in more than one course and successfully completes the course for which he was first enrolled, then this student is held to pay the statutory tuition fees for the remainder the relevant academic year concerned. The payable amount is in that case calculated in proportion to the remaining number of months of the academic year in question. The provisions set forth in this paragraph are

- also applicable if the student continues without interruption the relevant (second) course in the same academic year.
5. A student is only held to pay a part of the statutory tuition fees as referred to in article 6.7 of the WHW if the student enrolls during the course of the academic year (see article 3.2). In that case the amount payable is calculated in proportion to the number of remaining months of the academic year in question.
  6. The student who does not comply with the provisions set forth in the previous paragraphs is held to pay institute tuition fees as intended in article 7.46 of the WHW.
  7. If a student as referred to in paragraph 6 complies with the provisions set forth in paragraph 1 during the course of the academic year, for the remaining part of the academic year he is – at his or her request – held to pay the increased statutory tuition fees as referred to in article 6.7 of the WHW and the already paid institute tuition fees will be reimbursed or deducted from the amount of tuition fees due as referred to in article 6.7 of the WHW.
  8. If a student does not agree with a decision made by or on behalf of the Board of Directors on the basis of this paragraph, then the student is informed that he can submit an objection at the Hotelschool The Hague Legal Protection Office within six weeks after the date of the decision. The objection must be addressed to Board of Directors.  
Before the Board of Directors makes a decision about the objection, advice from the Arbitration Advisory Committee will be sought, as referred to in article 7.63a of the WHW and as described in more detail in Chapter 9 of this charter.
  9. The Board of Directors establishes the tuition fees, the exam fees and the relevant policy for the academic year starting in the following calendar year.

**Article 3.16** Payment of tuition fees

1. The tuition fees are paid by or on behalf of the student through:
  - a. payment as lump sum or
  - b. payment in instalments, in accordance with a payment scheme agreed by the Board of Directors and person committed to payment, for which the Board of Directors may charge administration fees up to the legally allowed maximum.
2. If the tuition fees are paid in instalments this is done in ten instalments spread over the full academic year, with the exception of the months of July and August.
3. At the request of the student the Service Desk can issue proof of payment that shows that the tuition fees due have been paid in full.
4. If at graduation it is found that a student has not paid tuition fees, then he will not receive a degree certificate until the tuition fees due are paid in full.
5. All information on this subject is available on [Http://MyHotelschool.nl](http://MyHotelschool.nl) or at the Service Desk.

**Article 3.17** Reduction and exemption from statutory tuition fees

The person enrolled as a student at another subsidised institute of higher education for which he has paid the statutory tuition fees, and who in addition or in lieu thereof wishes to enrol as a student in the bachelor programme at Hotelschool The Hague for the same academic year, is exempted from payment of the statutory tuition fees for the latter enrolment, on the basis of Proof of Paid Tuition fees (*Bewijs Betaald Collegegeld*) unless the paid or due amount for the first enrolment is lower than the tuition fees as referred to in article 6.7 of the WHW. In that case the student must pay the difference.

**Article 3.18** Repayment of Statutory Tuition Fees and Institute Tuition Fees

1. The student is entitled to repayment of a twelfth part of the statutory tuition fees payable by him, as referred to in article 6.7 of the WHW, and for each month that the academic year continues after termination of his enrolment, unless a payment scheme as referred to in article 3.12, paragraph 1 under b of this charter has been agreed. Upon termination of the enrolment as from July or August the student will not be entitled to repayment of the tuition fees.
2. Should a student pass away during the academic year, after his death one tenth part of the paid tuition fees is repaid for every subsequent month of the academic year.
3. After a student has terminated the enrolment via the deregistration form, the tuition fees are repaid on the basis of the rules applicable to the student in question.
4. The provisions in paragraphs 1 and 3 are equally applicable to the student who pays institute tuition fees as referred to in article 7.46 of the WHW and
  - a. who terminates the enrolment due to graduation;
  - b. whose enrolment is terminated due to a binding study advice by the Board of Directors;
  - c. who, as shown in a doctor's certificate, is medically unable to follow the programme during the remainder of the academic year or who is confronted with personal – non-financial – circumstances that are, at the discretion of the Board of Directors, such that the student cannot reasonably be expected to continue with the programme. The request for repayment of institute tuition fees on the basis of personal circumstances may be accompanied by a recommendation of the Student Counsellor.

**Article 3.19** Other Contributions

1. Enrolment in a course subsidised by the government is not dependent on any financial contribution other than the payment of the tuition fees.
2. If (additional) costs are associated with a part of a programme, the student must be offered an alternative, unless this is not possible due to the specific nature or structure of the course. The requested (additional) costs must be within reason.
3. If activities and facilities are not part of the study programme, participation in and/or use of the same is on a voluntary basis. The costs for participation can be charged to the student.

**Article 3.20** Compensation and Penalty Clauses

1. A person who is not enrolled and who makes use of educational or exam facilities for the purpose of education at Hotelschool The Hague is, in accordance with the provisions laid down in article 15.2 of the WHW, held to pay an amount in compensation to be determined by the Board of Directors through application of article 7.46, paragraph 2 of the WHW.
2. A person who does not comply with the provisions laid down in paragraph 1 of this article is guilty of a criminal offence for which the punishment is a financial penalty of the second category in accordance with the provisions of article 15.3 of the WHW.
3. A person who participates in education or exam facilities of the Hotelschool is held to on that occasion or immediately thereafter on first demand, communicate his or her name and address and present evidence proving that he is entitled to participate, if so requested by an employee of the Hotelschool who does so for or on behalf of the Board of Directors. A person who does not comply with this identification obligation is guilty of a criminal offence for which the punishment is a financial penalty of the first category in accordance with the provisions of article 15.4 of the WHW.

## CHAPTER 4 EDUCATION

### Section 4.1 Quality of the Educational Programme

#### Article 4.1 Quality of the Programme

The Board of Directors establishes frameworks for the quality of the education and research. For the benefit of the quality of the educational programme the Hotelschool has an internal quality assurance system through which the educational programme (and research) is periodically evaluated and – where necessary – improvement programmes developed and implemented.

1. The Board of Directors determines the objectives and quality features that are benchmarked on the basis of the quality requirements set for the accreditation of educational programmes in article 51.9 of the WHW.
2. Vision, policy and implementation are documented; this documentation is accessible to all parties concerned.
3. The quality assurance system is used to work in a structural manner to establish, measure, analyse and improve the quality of the educational programme (and research). For this purpose the Quality Assurance Committee provides students at least once each year the opportunity to give their opinion about the quality of the courses of the study programme from the Education and Exam Regulations they have followed.

#### Article 4.2 The Bachelor and Master Programme

1. The teaching given in the programme is provided for in conformity with the provisions laid down in the Education and Exam Regulations.
2. In the Study Guide and the course guide of each course, or in another manner that is easily accessible to students, per course unit the following is stated:
  - a. The learning objective expressed in PDCs applicable to that course unit;
  - b. The course content;
  - c. The teaching methods;
  - d. The study load;
  - e. The test form and content;
  - f. The assessment criteria.

### Section 4.2 Education and Exam Regulations

#### Article 4.3 Education and Exam Regulations

The Board of Directors approves the Education and Exam Regulations for the bachelor and master programme on an annual basis. Approval is only given after approval/advice by the Education Committee and approval/advice from the Representative Advisory Council has been given, in as far as this is required. The Education and Exam Regulations are published on <http://MyHotelschool.nl>.

### Section 4.3 Right to uniform study load

#### Article 4.4 Study load and ECs

- a. The bachelor programme's study load is expressed in ECs. The study load for an academic year is 60 ECs. Sixty ECs represents 1680 hours of study. The study load of a course unit is expressed as a number of whole ECs.
- b. The study load of the whole bachelor programme is 240 ECs.

- c. The master programme consists of 75 ECs, a total of 2100 study hours.
- d. The study load per individual course is stated in the Education and Exam Regulations.

## **Section 4.4 Right to Student Counselling**

### **Article 4.5** Personal Tutor and Student Counsellor

Hotelschool The Hague pays special attention to personal tutoring for all students. The student has a right to tutoring and a right to make use of the services of a personal tutor and a student counsellor. There is also a Study Progress Coordinator. In addition to this, lecturers are available for consultation by appointment.

## **Section 4.5 Study Advice**

### **Article 4.6** Study Advice Propaedeutic Phase

1. By the end of the first year of enrolment in the Propaedeutic Phase, each student receives a recommendation from the Board of Directors concerning the continuation of this studies, as determined in article 7.8b, paragraph 1 of the WHW.
2. Without prejudice to the first paragraph, the Board of Directors can give the advice to the student if he has not successfully passed the Propaedeutic Exam.
3. The Hotelschool The Hague operates a binding study advice system (RDP).
4. The conditions for issuing a Recommendation to Discontinue the Programme are stipulated in the Education and Exam Regulations.
5. The Recommendation to Discontinue the Programme may be issued only if the student, in the judgement of the Board of Directors, taking into account his personal circumstances, is found to be unsuited to the study programme due to study results that do not meet the requirements laid down by the Board of Directors as referred to in article 7.8b, paragraph 3 of the WHW.

### **Article 4.7** Legal Protection

1. The student may lodge an appeal against a Recommendation to Discontinue the Programme as referred to in article 4.6 via Hotelschool The Hague Legal Protection within six weeks after the date of this decision.
2. The procedure for this legal protection is regulated in more detail in Chapter 9 of this charter.

## **Section 4.6 Study Progress Monitor**

### **Article 4.8** Study Progress Monitor

Every student enrolled at Hotelschool The Hague can at any given time view his study progress online via Osiris.

## CHAPTER 5 STUDENT FACILITIES

### Article 5.1 Student Facilities

Students are entitled to use the facilities for students at Hotelschool as described in detail in the Study Guide and the Education and Exam Regulations, including:

- a. the services provided by the student counsellor;
- b. use of network and computers, necessary for education;
- c. the services provided by the Media Centre;
- d. the services provided by the Deans Office;
- e. the services provided by the Service Desk;
- f. the services provided by the Strategic Marketing & Communications Department;
- g. the services provided by the ICT Helpdesk;
- h. Student Plaza;
- i. Printing and copying facilities.

### Article 5.2 Student Counselling

1. Students are entitled to make use of student counselling. There are two student counsellors, one Student Counsellor at each campus.
2. The Student Counsellor provides the student with information and advice in concerning the legal position or personal circumstances of the student with regard to:
  - a. study delay due to illness, pregnancy, impairment or special family circumstances;
  - b. student grants and loans, financial support and fund-raising;
  - c. matters associated with cultural differences;
  - d. termination of enrolment or interruption in the programme;
  - e. lodging a complaint, objection or appeal.
  - f. any subject for which the student does not know which is the appropriate body at the Hotelschool before which he can put this matter.
3. The position of Student Counsellor is confidential in nature. This means that any information provided by the student will be treated with confidentiality, in compliance with the relevant statutory regulations.

### Article 5.3 Confidential Advisor

1. Hotelschool The Hague has appointed four confidential advisors:  
The Confidential Advisor for students at The Hague Campus is:  
vacancy

The Confidential Advisor for students at the Amsterdam Campus is:  
Ms I. Groen: confidentialadvisoramsterdam@gmail.com

The Confidential Advisor for employees at The Hague Campus is:  
Ms M. Staelens: confidentialadvisor@gmail.com

The Confidential Advisor for employees at the Amsterdam Campus is:  
Ms K. van Liempt: confidentialadvisorstaffamsterdam@gmail.com

2. The Confidential Advisor offers support in the case of a report of undesirable behaviour.
3. The reports are handled with the utmost care in accordance with the Complaint Procedure Regulation Undesirable Behaviour, described in more detail in Appendix 2 of this charter.

**Article 5.4** Study Progress Coordinator

For information regarding content of the programme (alternatives, assessments, resits, study planning, exemptions etc.) the student can contact the Study Progress Coordinator.

**Article 5.5** Top-level Sport

1. Students who engage in top-level sport are entitled to adaptations in the programme. The adaptations must allow the sportsman or sportswoman to realise an acceptable study progress next to the practice of sport at top-class level.
2. Students who wish to make adaptations referred to paragraph 1 in their study programme must consult the Study Progress Coordinator for further information.
3. Students who wish to combine their study with top-level sport should contact the Student Counsellor with regard to this matter.

**Article 5.6** Students with an impairment

1. Students with an impairment are entitled to adaptations in the programme. If an impairment forms an impediment for the study, optimum study possibilities are sought.
2. In order to apply for this provision proof of impairment is required in the form of a doctor's certificate.
3. The application for these provisions must be in writing and addressed to the Exam Committee, as determined in the EER.

**CHAPTER 6 FINANCIAL SUPPORT TO STUDENTS****Article 6.1** Profiling Fund and Hendrik Tuinema regulation

1. In conformity with the provisions in article 7.51 and in pursuance of article 6.7a, paragraph 1, under c of the WHW, the Board of Directors provides financial support to students through the Profiling Fund and Hendrik Tuinema regulation.  
This fund and regulation handle different types of financial support.
2. The Profiling Fund regulation and Hendrik Tuinema regulation are described in more detail in appendix 1 of this charter.



## CHAPTER 7 **REPRESENTATIVE ADVISORY COUNCIL AND EDUCATION COMMITTEE**

### **Article 7.1** Representative Advisory Council

1. Hotelschool The Hague has a Representative Advisory Council, consisting of no more than 14 members.
2. One half of the council consists of members chosen by the employees, and the other half consists of members chosen by the students.
3. Persons who sit on the Board of Trustees or the Board of Directors may not also be a member of the Representative Advisory Council, in accordance with article 10.17, paragraph 4 of the WHW.
4. The regulations of the Representative Advisory Council are published on <http://MyHotelschool.nl>.

### **Article 7.2** Education Committee

1. Hotelschool The Hague has an Education Committee, consisting of employee and student members, in accordance with article 10.3c of the WHW.
2. Persons who sit on the Board of Trustees or the Board of Directors may not also be a member of the Education Committee.
3. The regulations of the Education Committee are published on <http://MyHotelschool.nl>.

## CHAPTER 8 HOUSE RULES

### Article 8.1 General Provision

The Board of Directors determines rules for the orderly running of affairs at Hotelschool The Hague regarding the use of buildings, grounds, facilities and the offered educational tools. The rules are drawn up from the viewpoint of safety, public order and in accordance with Hotelschool The Hague standards and values to which everyone is held to comply. Students, employees and other persons are held to adhere to the House Rules as stipulated in this Chapter, and are to comply with orders and instructions given by persons so authorised at Hotelschool The Hague on the basis of this Chapter.

### Article 8.2 House Rules

It is not allowed to use the buildings and facilities of Hotelschool for other than educational activities without the permission of or on behalf of the Board of Directors. When students make use of the facilities of Hotelschool The Hague, this must be done appropriately and with care.

### Article 8.3

Those persons present in the buildings or in the grounds of Hotelschool The Hague or who make use of the facilities there, are obliged to follow the instructions given in relation to the use of the aforementioned.

### Article 8.4

Infringement of the House Rules means, among other things, the deliberate infringement of the rules, as referred to in article 8.1, acting in a reprehensible manner contrary to the caution that must be exercised between Hotelschool The Hague and the student, the violation of a rule on the basis of the Dutch Criminal Code (*Wetboek van Strafrecht*) through which in fairness the interests of Hotelschool The Hague are damaged and reprehensible acts contrary to public order and good morals.

### Article 8.5

It is not allowed to use the facilities of Hotelschool The Hague contrary to public order in a manner that is contrary with any statutory provision, or that may be – within reason – experienced as offensive, insulting or objectionable, or to use afore-mentioned facilities primarily for activities and/or purposes that are unrelated to education and/or the organisation Hotelschool The Hague and for which no permission has been given.

### Article 8.6

1. There is a statutory smoking ban in force for public spaces in the buildings and in the immediate vicinity of the entrance to Hotelschool The Hague. Smoking is allowed only in the specially designated areas.
2. Consuming food and drink is allowed only in the specially designated areas and restaurant areas. The consumption of food and drink is allowed in other areas only on special occasions after permission has been obtained by or on behalf of the management. Everyone must clear away his own rubbish.
3. The possession of, using and dealing in drugs by persons who use the grounds and buildings of Hotelschool The Hague is prohibited.
4. The use of alcohol is allowed with the permission of or on behalf of the Board of Directors, during special occasions or in a specially designated area, and in restaurant areas. A

request can be submitted to the Board of Directors. Other additional special rules may be imposed for the designated area where use of alcohol is allowed.

5. Alcohol and/or drugs abuse is strictly prohibited, in the judgement of the manager responsible or employee(s) of the Hotelschool appointed by him.
6. Other rules in the House Rules are described in detail in appendix 7 of this charter.

#### **Article 8.7** Working Conditions Provisions

1. The Occupational Health & Safety Act (Arbowet) is applicable.
2. The instructions given by Hotelschool The Hague to employees concerning working conditions are also applicable to students of Hotelschool The Hague.
3. The student is obliged to follow verbal or written instructions concerning Occupational Health & Safety and environmental care and adhere to the rules that are in force at Hotelschool The Hague.

#### **Article 8.8** Dress Code

The Hotelschool The Hague dress code is described in appendix 6 of this charter.

#### **Article 8.9** Sanctions for infringement of the House Rules

1. In the event of an infringement of the House Rules by a student, as referred to in Chapter 8 and appendix 7 of this charter, the Board of Directors, or the mandated employee, can impose the following measures:
  - a. a written warning (yellow card);
  - b. a written reprimand (red card);
  - c. suspension: the whole or part refusal of entry to buildings and grounds and/or educational activities for a maximum period of 12 months;
  - d. the termination of the enrolment of the student;
2. Without prejudice to the measures referred to in the first paragraph, the Board of Directors may notify the police if it is suspected that a student is committing or has committed a criminal offence.
3. Before the Board of Directors decides on a sanction as referred to the first paragraph, the Board of Directors gives the student the opportunity to be heard by or on behalf of the Board of Directors on the matter, unless immediate action is deemed to be necessary. In the latter case the action has the character of a temporary measure and after the aforementioned action the student is given the opportunity of being heard as soon as possible.
4. The person concerned is informed of the Board of Directors' decision to impose a sanction in writing and substantiated within a 30-day period after the student has been heard.
5. In the case of suspension or expulsion there is no entitlement to restitution of money in connection with being unable to use the facilities of the school.
6. If the perpetrator is an employee, in addition to the (temporary) denial of entry and the (temporary) denial of the use of facilities, other (disciplinary) sanctions in accordance with the Collective Labour Agreement for higher education (CAO-HBO) may be imposed.
7. In the event that the offender is a third party, entry may be refused, use of facilities denied and the offender held liable for any damage caused.

#### **Article 8.10** Legal Protection

A student may lodge an objection against the imposed sanction in conformity with that which is stated in Chapter 9 of this charter.

## CHAPTER 9                      LEGAL PROTECTION

### Section 9.1                      Hotelschool The Hague Legal Protection

#### Article 9.1                      Hotelschool The Hague Legal Protection

1. Hotelschool The Hague has a service, as referred to in article 7.59a of the WHW.
2. All complaints, appeals and objections on the basis of Chapter 7, title 4, sections 1 to 3 of the WHW and the complaint procedure regulation, are submitted to the Hotelschool The Hague Legal Protection.
3. An appeal or objection is related to a decision, a refusal either to make a decision or make a timely decision on the basis of the WHW or a regulation of the Hotelschool.
4. A complaint, appeal or objection may be submitted by a student, prospective student or former student providing this is done within 12 months after the occurrence.
5. The e-mail address of the Hotelschool The Hague Legal Protection is:  
legalprotection@hotelschool.nl.
6. The submission of complaints, appeals and/or objections is done digitally via e-mail.
7. Complaints or reports about undesirable behaviour, aggression, violence, sexual intimidation, bullying and discrimination must be reported to the Confidential Advisor, see appendix 2 of this charter: Complaint Procedure Regulation Undesirable Behaviour. The e-mail addresses of the confidential advisors are included in appendix 2.
8. The procedure for complaints or reports about suspected abuse is incorporated in the Whistleblowers Regulation in appendix 3 of this charter.

#### Article 9.2                      Timely submission

The date of receipt of the e-mail with a complete digital dossier by Hotelschool The Hague Legal Protection (Standard European Time CET) is determinate for the response to the matter at hand by the person handling the complaint, appeal or objection as to whether the complaint, appeal or objection was submitted on time.

#### Article 9.3                      Confirmation of receipt

Confirmation of receipt is sent to the submitter of a complaint, appeal or objection via e-mail by Hotelschool The Hague Legal Protection.

#### Article 9.4                      Referral

1. After Hotelschool The Hague Legal Protection has recorded the date of receipt of the complaint, appeal or objection, the document in question is sent to the authorised body within five working days.
2. If Hotelschool The Hague Legal Protection sends a complaint, appeal or objection to an unauthorised body, this body returns the document in question as quickly as possible, and within no more than five working days to Hotelschool The Hague Legal Protection.
3. Complaints, appeals or objections sent directly to the authorised body are handled only after intervention by Hotelschool The Hague Legal Protection.
4. If a complaint, appeal or objection is not signed by the submitter, the documents are sent to the authorised body, but those concerned are informed of this and requested to send a signed copy to the authorised body within a specified period of time.
5. If a complaint, objection or appeal is incomplete, the documents are not sent to the authorised body, but the student is requested to make the dossier complete.

### **Article 9.5** Support by Student Counsellor

Those persons wishing to initiate a procedure on the basis of this chapter may ask the Student Counsellor for help and advice. The Student Counsellor can act as the student's adviser during the procedure.

## **Section 9.2** **Complaints**

### **Article 9.6**

1. Those whose interests are directly affected by actions or decisions which, on the basis of the WHW, are not subject to objection or appeal and which are carried out or taken by a member of staff, a body of Hotelschool The Hague or by a student of the school towards him, has the right to submit a complaint and request that a provision be made.
2. Complaints, as well as any requests for a provision, are submitted to the Hotelschool The Hague Legal Protection Office, substantiated with reasons via e-mail as soon as possible and no later than 12 months after the occurrence took place.
3. Complaints are dealt with by the management and Board of Directors.
4. An overview of the relevant articles from the AWB is included in Appendix 5 of this charter.

### **Article 9.7** Requirements for a complaint

1. If a complaint regards behaviour towards the complainant and fulfils the requirements, as referred to in the second paragraph, articles 9.8 to 9.13 of this Student Charter are applicable.
2. The plaint (letter of complaint) is signed and includes at least the following details:
  - a. the name, the address and telephone number of the submitter;
  - b. the date;
  - c. the description of the behaviour of the accused about whom a complaint is being submitted;
  - d. the student number if it concerns a current or former student.

### **Article 9.8** Copy for the accused

A copy of the plaint with appendices, if applicable, is sent to the person to whose conduct the complaint is related.

### **Article 9.9** Hearing

1. The Board of Directors gives the complainant and the person whose behaviour the complaint concerns, the opportunity of being heard. This is done by or on behalf of the Board of Directors.
2. It may be decided not to hear of the complainant if:
  - a. the complaint is evidently unfounded;
  - b. the complainant has declared he wishes to waive the right to being heard; or
  - c. the complainant has not declared within a reasonable time period set by the Board of Directors that he wishes to make use of the right to be heard.
3. A report is drawn up of the hearing.

### **Article 9.10** Period for handling the complaint

1. The complaint is dealt with within six weeks after receipt of the plaint.
2. The Board of Directors may postpone conclusion for up to four weeks. Notice of the postponement is sent via e-mail to the complainant and to the person to whose conduct the complaint refers.

**Article 9.11** Motivation for handling a complaint

The Board of Directors informs the complainant via e-mail and with reasons about the findings of the investigation into the complaint, its judgement on this, any consequences that it associates with it and any provisions it makes.

**Article 9.12** Non-handling of a complaint

1. The Board of Directors is not bound to handle the complaint if it concerns behaviour :
  - a. about which a complaint has already been lodged and this complaint has been handled;
  - b. that took place more than a 12 months before the submission of the complaint;
  - c. about which the complainant could have objected;
  - d. about which the complainant can lodge an appeal
2. The Board of Directors is not bound to handle the complaint if the interests of the complainant or the weight of the behaviour is evidently insufficient.
3. If the complaint is not handled the complainant is informed as soon as possible, and no later than four weeks after receipt of the complaint via e-mail.

**Article 9.13** Registration and archiving complaints

The Board of Directors ensures registration and archiving of submitted complaints. An anonymised overview of the registered complaints is published annually.

**Article 9.14** Complaint undesirable behaviour

The Regulation for Complaint Procedure regarding Undesirable Behaviour regulates the possibilities for a student with regard to complaints concerning undesirable behaviour, as referred to in appendix 2 of this charter.

**Section 9.3** **Appeal Committee for examinations**

**Article 9.15** Appeal Committee

1. The Board of Directors has appointed an Appeal Committee for Hotelschool The Hague, in accordance with article 7.60, paragraph 1 of the WHW.
2. In the standing orders, as referred to in article 7.62 of the WHW, at least the composition, appointment, the procedure for the Appeal Committee and the secretariat are regulated.

**Article 9.16** Composition of Appeal Committee

1. The Appeal Committee consists of five members: the chairman, two lecturer members and two student members. The Committee meets in a session of three members, namely one lecturer member, one student member and the chairman per appeal case.
2. The chairman, acting chairman, the other members as well as the acting members are appointed by the Board of Directors. The chairman fulfils the requirements for eligibility for appointment as judicial functionary, as referred to in article 5 of the Act on the legal position of judicial functionaries (*Wet rechtspositie rechterlijke ambtenaren*). The chairman has no relationship on the basis of Labour Law with Hotelschool The Hague.
3. The members and acting members are appointed by the Board of Directors from the category of employees who belong to the teaching staff of Hotelschool The Hague. These members are preferably not active in the same Phase of the educational programme.
4. The members and acting members are appointed by the Board of Directors from the student population who are enrolled at Hotelschool The Hague.
5. Members of the Board of Directors, members of the Management Team and the Exam Committee, Student Counsellors and Study Progress Coordinators may not be a member or acting member Appeal Committee.

6. The appointment of the members and the acting members of the Appeal Committee is for a minimum period of three years and a maximum period of five years, or, as far as student members are concerned, for a minimum period of one and maximum period of two years. They can be reappointed.
7. The members and the acting members of the Appeal Committee may tender their resignation to the Board of Directors. Upon reaching the age of seventy resignation will become effective as of the following month.
8. The Appeal Committee has the support of a Secretary, who is appointed by the Board of Directors.
9. The Exam Committee and examiners provide the Appeal Committee with the information necessary for the performance of their duties.

**Article 9.17** Lodging an Appeal

1. Persons whose interests are directly affected by one of the following decisions, may submit an appeal that is dealt with by the Hotelschool The Hague Appeal Committee:
  - a. decisions as referred to in the articles 7.8b, paragraph 3 and 5, and 7.9, paragraph 1 of the WHW;
  - b. decisions regarding determination of the number of achieved ECs as referred to in article 7.9a, as well as decisions regarding passing the final exam, as referred to in article 7.9d of the WHW;
  - c. decisions regarding the scope of an exemption,
  - d. decisions, not being decisions of a general scope, taken on the basis of the stipulation in or under title 2 of Chapter 7 of the WHW;
  - e. decisions, made on the basis of supplemental investigation, as referred to in the articles 7.25, paragraph 4 and 7.28, paragraph 4 of the WHW;
  - f. decisions by Exam Committees and examiners;
  - g. decisions made on the basis of articles 7.30a and 7.30b with a view to admission to the programme named in said articles.
2. A decision or the not timely making of a decision have equal status
3. The student who wishes to lodge an appeal must do so by e-mail to Hotelschool The Hague Legal Protection within six weeks after the day of notification of the decision. If this term is exceeded the appeal is declared inadmissible. Only if the submitter is judged not to have been at default, will the declaration of inadmissibility not be given.
4. If a person has power of attorney from the person wishing to lodge an appeal, the appeal may be submitted by either the parent(s) or legal representative(s) of the student. The letter of appeal must in that case be accompanied by a written power of attorney.
5. The letter of appeal must be signed and contain at least:
  - a. name, address, place of residence and telephone number of the student;
  - b. student number;
  - c. date;
  - d. name of the body or person against whose decision the appeal is directed;
  - e. a clear description and date of the decision against which the appeal is directed;
  - f. the grounds on which the appeal is based.
6. If possible, the letter of appeal is accompanied by a copy of the decision on which the appeal bears.

**Article 9.18** Grounds for Appeal

The appeal procedure can be started if the decision is in breach of the law.

The grounds on which an appeal can be started are:

- a. contrary to any generally binding regulation, for example of the WHW, or other rules and

- regulations of the Education and Exam Regulations;
- b. if, in making the decision authorities were not used as they should be (misfeasance);
- c. that in the decision the pros and cons were not rationally considered (reasonableness and fairness);
- d. contrary to any other principle of good management, for example, the principle of equality, the principle of legal certainty, the care principle or the trust principle.

#### **Article 9.19** Amicable Settlement

1. Before handling the appeal the Appeal Committee will send the notice of appeal to those to whom the appeal is directed with the obligation to enter into consultation with the party or parties concerned in order to ascertain whether an amicable settlement is possible.
2. If the appeal is directed against a decision by an examiner the dispatch as referred to in the first paragraph is sent to the Exam Committee.
3. Within three weeks those persons who were required to investigate the possibilities of an amicable settlement, notify the Appeal Committee about the outcome of the consultations as referred to in paragraph 1, with the production of the relevant documents. If an amicable settlement proves not to be possible, the notice of appeal is accepted for consideration by the Appeal Committee.
4. The investigation into an amicable settlement may be omitted if the Appeal Committee is evidently either unauthorised or if the appeal is evidently inadmissible. An investigation into an amicable settlement may also be omitted if both parties so signify.
5. The chairman may also decide that no attempt to reach an amicable settlement should be undertaken, if in his judgement such an attempt would be either futile or would lead to a disproportionate disadvantage for the submitter. In that case he determines a period of time within which the written defence should be submitted.

#### **Article 9.20** Statement of Defence

1. If settlement is proven to be either not possible or is not attempted on the basis of article 9.19, paragraph 4 or paragraph 5 of this Student Charter, the person or persons to whom the appeal is directed send(s) a statement of defence to the Appeal Committee within 10 days after the expiration of the term set for the amicable settlement or after it is decided that there will be no amicable settlement.
2. The chairman may determine that the statement of defence may be submitted later, within a period deemed reasonable by him.
3. Besides the statement of defence the chairman may, of his own accord, gather information he deems necessary and request documents. The bodies and employees as well as the examiners supply the Appeal Committee with the details this Committee needs for the execution of its duties.

#### **Article 9.21** Dealing with a Notice of Appeal

1. The appeal is dealt with at a sitting. Parties are invited to the meeting no later than 10 days prior to the sitting.
2. It may be decided not to hear the parties concerned at the sitting if:
  - a. the appeal is evidently inadmissible;
  - b. the parties concerned have declared to waive the right to be heard.
3. Parties may be replaced by an authorised representative at the meeting or have a legal adviser assist them. Furthermore, they may bring witnesses and experts with them to the sitting, on the understanding that they inform the Appeal Committee and the opposing party in writing of the names of those persons no later than two working days prior to the sitting.
4. The Appeal Committee may, in their official capacity or at the request of the parties,



summon witnesses and experts.

5. If a party fails to appear at the sitting, the chairman ascertains whether the party was properly summoned. If that is the case, the matter may be dealt with, without the presence of that party.  
The aforesaid is also applicable in the event that both parties do not appear at the sitting.
6. Parties may alter the content of the appeal and of the defence, as well as the grounds on which they are based up to the closing of the sitting, unless the Appeal Committee is finds that through this alteration the opposing party is unreasonably disadvantaged.
7. The chairman may in his official capacity or at the request of one of the parties, adjourn the sitting with an announcement about when the sitting will be resumed or the manner in which parties will be kept informed.
8. The chairman may decide not to allow further witnesses or experts to be heard, if, in the opinion of the witnesses and experts who have already been heard, have clarified the facts sufficiently.
9. If the chairman finds, prior to the sitting of the Appeal Committee, that the investigation is incomplete, he may decide to adjourn the sitting. Such a decision for adjournment may be accompanied by directions to the parties on the supply of evidence.

**Article 9.22** Decision of the Appeal Committee

1. The Appeal Committee is bound to give its decision on the appeal within 10 weeks after the day on which the term for the submission of the notice of appeal expires. A copy of this decision is sent to: legalprotection@hotelschool.nl.
2. The Appeal Committee may make the following pronouncements:
  - a. The appeal is unfounded: the decision against which is being appealed, is preserved or the refusal to make a decision remains in force;
  - b. The appeal is inadmissible: the Committee does not reach a judgement, for example, if the deadline is exceeded;
  - c. The appeal is founded: the decision is reversed. The body that made the decision may be instructed to re-examine the decision or make a decision taking into consideration the pronouncement of the Committee. The Committee may set a deadline for the decision. It may also be decided that the exam, the interim exam, the entrance investigation or supplemental investigation must be conducted again under the conditions stipulated by the Committee.

**Article 9.23** Preliminary provision

1. If immediate haste is demanded, the chairman may draw up a preliminary provision at the request of the submitter, pending the decision on the main matter.
2. The chairman rules on this request after the body or examiner concerned is heard, or has at least been summoned.
3. The preliminary provision ends as soon as the Appeal Committee rules on the main matter, unless stipulated otherwise in the preliminary provision.

**Article 9.24** Amendment to Decision

1. A ruling of the Appeal Committee may be given, at the request of each of the parties on the basis of additional facts or circumstances which, if previously known, could have led to a different judgement.
2. On the request for amendment, the provisions of section 9.3 are, if necessary, similarly applicable.

**Article 9.25** Obligation to provide information

The bodies and employees as well as the examiners of Hotelschool The Hague provide the Appeal Committee with the information that this committee needs to execute its duties.

**Article 9.26** Costs

For the submitter there are no costs involved in the appeal procedure to the Appeal Committee.

**Article 9.27** Simplified Objection Procedure

1. The chairman of the Appeal Committee may immediately dismiss the appeal if he finds that the Appeal Committee is evidently incompetent, or the appeal is inadmissible, or the further deliberation of the appeal does not appear to him to be necessary because the decision against which the appeal is directed has been withdrawn by the Exam Committee or examiner, or altered and evidently the objections of the submitter of the appeal have been met.
2. The chairman bases the aforementioned ruling exclusively on the documents that are related to the proceedings. The submitter of the appeal may object to the Appeal Committee on the ruling referred to in the previous paragraph within four weeks after the day on which the ruling was sent. The objection is submitted in writing, signed and states the reasons thereof.
3. As a result of the objection the ruling referred to in paragraph 1 expires and the appeal is handled by the Appeal Committee.

**Article 9.28** Challenge or Disqualification

1. For the handling of the appeal at the sitting each of the current members of the Appeal Committee may be disqualified by one or more of the parties involved in the appeal on the basis of facts or circumstances which might interfere with the ability of the member of the Appeal Committee concerned to reach an impartial judgement.
2. A member of the Appeal Committee may also disqualify himself on the basis of these facts and circumstances.
3. The other sitting members of the Appeal Committee decide as soon as possible as to whether the challenge or disqualification is allowed. If the votes are equally divided the request is allowed.

**Article 9.29** Additional Provisions

1. The Secretary ensures that rulings made by the Appeal Committee with relevant documents are kept in the archive of the Appeal Committee.
2. The Appeal Committee reports annually on its work to the Board of Directors.
3. In matters concerning the Appeal Committee not provided for in this section, the chairman decides, if necessary, after consultation with the other members of the Appeal Committee.

## **Section 9.4**                      **Objection procedure**

### **Article 9.30**                      Arbitration Advisory Committee

Hotelschool The Hague has an Arbitration Advisory Committee, as referred in article 7.63a of the WHW.

The Arbitration Advisory Committee advises the Board of Directors on objections related to other decisions or the lack thereof on the basis of the WHW and regulations based thereon, as referred to in article 7.61 of the WHW.

### **Article 9.31**                      Composition

1. The Arbitration Advisory Committee has 3 members, namely:
  - a. a member who is not part of Hotelschool The Hague. This member is also the chairman;
  - b. a member who belongs to the teaching staff of Hotelschool The Hague;
  - c. a member who is enrolled as a student of the Hotelschool.
2. For each of the members one or more acting members are named for whom the same conditions apply as for the member.
3. The members and acting members are appointed by the Board of Directors.
4. The members and acting members of the Arbitration Advisory Committee are appointed for a period of 3 years, provided the students are appointed for a term of 1 year.
5. Members and acting members of the Arbitration Advisory Committee may tender their resignation to the Board of Directors.
6. The Arbitration Advisory Committee is supported by a Secretary, to be appointed by the Board of Directors.

### **Article 9.32**                      Compulsory attempt at amicable settlement

1. Before taking the objection under consideration, the Arbitration Advisory Committee sends the notice of objection to the party who made or who refuses to make the decision against which the objection is directed, with an invitation to enter into negotiations with the person concerned so as to ascertain whether an amicable settlement of the dispute is possible.
2. The party concerned informs the Arbitration Advisory Committee of the outcome of the deliberations within 15 days, under submission of related documents.
3. The chairman may decide that attempt at amicable settlement be omitted if he finds that such an attempt is futile or will lead to an unreasonable disadvantage for the submitter. In that case the chairman determines period of time within which the statement of defence must be submitted.

### **Article 9.33**                      Haste

If there is immediate haste, the chairman of the Arbitration Advisory Committee may, if requested, determine that the Arbitration Advisory Committee make its recommendation to the Board of Directors as soon as possible.

The chairman determines within one week after receipt of the objection whether or not there is immediate haste and informs the person concerned and the Board of Directors of this as soon as possible. The Board of Directors then makes a decision within four weeks after receipt of the objection by the Hotelschool The Hague Legal Protection Office.

### **Article 9.34**                      Written defence

1. If an amicable settlement does not prove to be possible, or is not attempted following the decision of the chairman, those against whom the objection is directed, are given the

opportunity to submit a statement of defence to the Arbitration Advisory Committee within 10 days after the term set for amicable settlement or after notification from the chairman of the Arbitration Advisory Committee that an attempt at an amicable settlement will not be undertaken.

2. The chairman may determine that the statement of defence may be submitted later, within a period of time deemed reasonable by him.
3. Besides the statement of defence the chairman may, of his own accord, gather information he deems necessary and request documents. Everyone at Hotelschool The Hague supplies the Arbitration Advisory Committee with the details necessary for the execution of its duties.

**Article 9.35** Preliminary investigation and proceedings at the sitting

1. In the event that no amicable settlement is reached and there is no immediate haste, the chairman determines the composition of the Arbitration Advisory Committee for dealing with the written objection concerned, taking into account that the Arbitration Committee will consist of a minimum of three members. In the case of absence of the chairman his substitute will act as chairman.
2. The Arbitration Advisory Committee may:
  - a. gain additional written information from parties of other bodies;
  - b. ask experts to submit recommendations or a report.
3. The Arbitration Advisory Committee may, in its official capacity or at the request of the parties, summons third persons whose interests are directly involved in the dispute, to appear at the proceedings. Every third person becomes, through this summons, party in the proceedings.
4. Without prejudice to the provisions in the previous paragraph all interested parties may ask the Arbitration Advisory Committee if they may intervene or join one of the parties. If the request is allowed, the requester is looked upon as a party.
5. The Arbitration Advisory Committee may join connected cases together and split joined cases.
6. Should the chairman be of the opinion that the relevant facts have been sufficiently clarified through preliminary investigation and the factual data necessary to make a decision have been gathered in the documents, the chairman sets the place and time for the sitting. The Secretary summons the parties to the sitting without delay. The summons is sent at least 10 days prior to the sitting.
7. The Arbitration Advisory Committee makes the written objection and other documents related to the case prior to the hearing for the duration of at least one week available for inspection to the parties concerned. The Arbitration Advisory Committee may, requested or unrequested by a concerned party, omit making the documents available for inspection if confidentiality due to weighty reasons is necessary. Notification is given if this provision is applicable.

**Article 9.36** Hearing and handling written objection

1. The objection is dealt with at a sitting of the Arbitration Advisory Committee.
2. Hearing the parties concerned may be waived if:
  - a. the objection is evidently inadmissible;
  - b. the objection is evidently unfounded;
  - c. the parties concerned have declared that they wish to forego the right to be heard, or
  - d. the objection is declared fully founded and therefore the interests of other concerned parties cannot be damaged.
3. Parties may have an authorised representative replace them at a sitting or be assisted by a

legal adviser. Furthermore, they may bring witnesses and experts with them to the sitting, on the understanding that they inform the Arbitration Advisory Committee and the opposing party in writing of the names of those persons no later than two working days prior to the sitting.

4. The Arbitration Advisory Committee may, in their official capacity or at the request of the parties, call up witnesses and experts.
5. If a party fails to appear at the sitting, the chairman ascertains whether the party was properly called up. If that is the case, the matter may be dealt with without the presence of that party. The aforesaid is also applicable in the event that both parties do not appear at the sitting
6. An arranged sitting cannot be proceeded with, if, besides the chairman, not all summoned members of the Arbitration Advisory Committee are present. If either a student member, or a lecturer member, or a student member and a lecturer member of the Arbitration Advisory Committee are absent, the Arbitration Advisory Committee may decide to proceed with the arranged sitting with the approval of the parties.
7. The chairman:
  - a. opens, presides over and closes the sitting;
  - b. gives each of the parties the opportunity to explain his point of view;
  - c. ensures that a decision is reached on the case being dealt with at the sitting in a proper and efficient manner;
  - d. decides, in as much is not stipulated otherwise in this charter, all disputes occurring at the sitting about the way the case is handled.
8. If, during the sitting documents are brought in by the Arbitration Advisory Committee in their official capacity, or written documents are put before the Arbitration Advisory Committee during the proceedings, parties will be given the opportunity of inspecting the documents and giving their opinions on them.
9. Parties may put questions to each other through the chairman.
10. Parties may alter the content of the objection and of the defence, as well as the grounds on which they are based, up until the closing of the sitting, unless the Arbitration Advisory Committee finds that through this alteration the opposing party is unreasonably disadvantaged.
11. The chairman may in his official capacity or at the request of one of the parties, adjourn the proceedings with an announcement about when the sitting will be resumed or the manner in which parties will be kept informed.
12. The chairman may decide not to allow further witnesses or experts to be heard, if, in his opinion the witnesses and experts who have already been heard, have clarified the facts sufficiently.
13. If the chairman finds, prior to the sitting of the Arbitration Committee, that the investigation is incomplete, he may decide to adjourn the sitting. Such a decision for adjournment may be accompanied by directions to the parties on the supply of evidence.

**Article 9.37**                      Advice and Decision

1. The Arbitration Advisory Committee advises the Board of Directors on objections related to other decisions or absence thereof on the basis of this law and regulations based upon them as referred to in article 7.61 of the WHW.
2. The Arbitration Advisory Committee decides on the application of article 7.4, paragraph 6 and on article 7.5, paragraph 2 of the AWB.
3. The advice is in writing and includes a report of the hearing.
4. If the objection is admissible, the contested decision is reconsidered on the basis thereof.
5. In as much as the reconsideration gives cause, the Board of Directors revokes the

- contested decision and makes a new decision in its place, if necessary.
6. The decision of the Board of Directors is announced within 10 weeks after receipt by dispatch or distribution to those to whom it is directed. If the decision is one that was not directed at one or more parties the decision is communicated in the same manner as that decision was communicated. A copy of this decision is sent to: [legalprotection@hotelschool.nl](mailto:legalprotection@hotelschool.nl).
  7. If the decision on the objection deviates from the advice of the Arbitration Advisory Committee, the reasons for this deviation are stated and the decision is sent together with the advice.

#### **Article 9.38** Additional provisions

1. The Secretary ensures that rulings made by the Arbitration Advisory Committee with relevant documents are kept in the archive of the Appeal Committee.
2. The Arbitration Advisory Committee reports annually on its work to the Board of Directors.
3. In matters related to the Arbitration Advisory Committee not provided for in this section, the chairman decides, if necessary, after consultation with the other members of the Arbitration Advisory Committee.
4. For the submitter of a written objection no costs involved for the handling of the objection.

### **Section 9.5 Appeals Tribunal for Higher Education**

#### **Article 9.39** Appeals Tribunal for Higher Education

1. A party concerned in a decision of the Appeal Committee or a decision of the Board of Directors after advice from the Arbitration Advisory Committee may lodge an appeal with the Appeals Tribunal for Higher Education in The Hague within 6 weeks after the decision in question was communicated in the prescribed manner.
2. An appeal cannot be made against a decision with regard to the handling of a complaint or review request to the Appeals Tribunal for Higher Education.
3. The general rules of process for lodging a notice of appeal to the Appeals Tribunal for Higher Education can be found on the website of the Board: <http://www.cbho.nl>

### **Section 9.6 Code of Conduct for International Students**

#### **Article 9.40** Code of Conduct for international students

1. Anyone with a direct interest has the right to submit a petition in writing to the National Commission concerning the way in which Hotelschool The Hague has acted or is acting towards him/her or someone else under the Code of Conduct for International Students. The Code of Conduct is available on the website [www.internationalstudy.nl](http://www.internationalstudy.nl) and the intranet of Hotelschool The Hague.
2. Before submitting a petition to the National Commission concerning the way in which a Hotelschool The Hague has acted or is acting towards him/her or someone else under the Code of Conduct for International Students, the petitioner first lodges a (signed) complaint regarding the action to the Board of Directors of Hotelschool The Hague via [legalprotection@hotelschool.nl](mailto:legalprotection@hotelschool.nl), in observance of the provisions of Chapter 7 of the Code of Conduct for International Students. The complaint procedure can be found in the articles 7.5 till 7.7 of this Chapter.
3. The General rules of process for submitting a petition to the National Commission can be found on the following website: [www.internationalstudy.nl](http://www.internationalstudy.nl).

## **CHAPTER 10**                      **CLOSING PROVISIONS**

### **Article 10.1**                      Hardship clause

The Board of Directors may, in special circumstances not provided for in this charter, make a decision or a provision after consultation with and/or advice from the RAC.

### **Article 10.2**                      Approval and entry into force

This charter replaces the Hotelschool The Hague Students' Statutes 2013 and enters into force 1 September 2017.

### **Article 10.3**                      Official title

This charter is referred to as Hotelschool The Hague Student Charter.

# APPENDICES

## Institute Part

**APPENDIX 1 REGULATION FOR FINANCIAL SUPPORT TO STUDENTS**

**APPENDIX 2 COMPLAINT PROCEDURE REGULATION UNDESIRABLE BEHAVIOUR**

**APPENDIX 3 HOTELSCHOOL THE HAGUE WHISTLEBLOWERS REGULATION**

**APPENDIX 4 PRIVACY REGULATION FOR PROCESSING PERSONAL DETAILS OF STUDENTS (under development)**

**APPENDIX 5 RELEVANT ARTICLES FROM THE AWB IN CONNECTION WITH THE LEGAL PROTECTION OF STUDENTS**

**APPENDIX 6 HOTELSCHOOL THE HAGUE DRESS CODE**

**APPENDIX 7 HOTELSCHOOL THE HAGUE HOUSE RULES**

**APPENDIX 8 REGULATION FOR USE OF HOTELSCHOOL THE HAGUE ICT FACILITIES**

**APPENDIX 9 CAMERA SURVEILLANCE REGULATIONS HOTELSCHOOL THE HAGUE**



## APPENDIX 1 REGULATION FOR FINANCIAL SUPPORT TO STUDENTS

Decision to amend appendix 1 of the Student Charter Hotelschool The Hague

Adopted by the BoD dated 28 June 2017, after consent of the RAC. Effective from 1 September 2017.

### Appendix 1

#### I) Profiling Fund Regulation

Considering article 7.51h of the Higher Education and Research Act (Wet op het hoger onderwijs en wetenschappelijk onderzoek, hereinafter referred to as: WHW) the Board of Directors of Hotelschool The Hague adopts the following regulation.

##### Chapter 1 General provisions

###### Article 1.1 Objective

The profiling fund has the objective of offering financial support to students who have incurred or are expected to incur a delay in studies, as intended in articles 7.51 up to and including 7.51d WHW, in connection with a special circumstance.

###### Article 1.2 Definitions

- |                               |                                                                                                                          |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| a. Board of Directors:        | the Board of Directors of Hotelschool The Hague;                                                                         |
| b. Student:                   | the student enrolled at Hotelschool The Hague who pays tuition fees to Hotelschool The Hague for the relevant programme; |
| c. WSF 2000:                  | the Student Finance Act 2000;                                                                                            |
| d. DUO:                       | Education Executive Agency;                                                                                              |
| e. claim period:              | nominal duration of the programme in conformity with article 7.4b WHW during which financial support can be claimed;     |
| f. performance-related grant: | the performance-related grant higher education as intended in article 5.1 of the WSF 2000;                               |
| g. basic loan:                | the basic loan higher education as intended in articles 3.15 and 3.18 of the WSF 2000;                                   |
| h. application:               | an application for financial support in pursuance of this regulation.                                                    |

###### Article 1.3 Scope of the financial support

Hotelschool The Hague provides financial support in the following cases:

- a. when a delay in studies was incurred or is expected to be incurred due to personal circumstances;
- b. when a delay in studies was incurred or is expected to be incurred due to administrative work;
- c. when a delay in studies was incurred or is expected to be incurred due to sport at top level.

##### Chapter 2 Support due to personal circumstances

###### Article 2.1 Conditions for support

1. The personal circumstances exclusively regard:

- a. sickness or pregnancy;
  - b. a disability or chronic disease;
  - c. special family circumstances;
  - d. an insufficiently feasible programme.
2. To qualify for support the following applies:
- a. the personal circumstances as intended in paragraph 1 occur during the claim period;
  - b. the student is enrolled, pays tuition fees to Hotelschool The Hague and is actually studying. This applies both at the moment of notification and at the moment of payment;
  - c. if the student incurred a delay in studies due to a disability or chronic disease then he must – if and to the extent that he qualifies for the same – prior to the application in pursuance of this regulation, also have relied on extension of the performance-related grant higher education in order to qualify for financial support in pursuance of this regulation;
  - d. the student must comply with the notification obligation as intended in article 2.2 below.

#### Article 2.2 Notification obligation

1. In order to claim support the student must notify or have notified the student counsellor of each and every personal circumstance, as intended in article 2.1 paragraph 1, that results or may result in a delay in studies.
2. Further to the notification a mandatory meeting takes place with the student counsellor. Binding arrangements are agreed on, that are aimed at limiting the delay as much as possible.
3. Apart from the notification to the student counsellor, it is expected of the student that he regularly is in contact with his tutor for further student counselling, assistance in the planning and for the application for special facilities with Hotelschool The Hague.
4. The notification must take place as soon as possible however in any case within three months after the occurrence of (1) the personal circumstance, or (2) the delay in studies as a result thereof. There is no claim to support due to personal circumstances or due to a delay in studies that occurred more than three months prior to the notification.

#### Article 2.3 Application procedure for support

1. The application for payment is submitted in writing to the Board of Directors, email: [profileringfund@hotelschool.nl](mailto:profileringfund@hotelschool.nl).
2. The application for payment must be submitted at the latest within 3 months after the conclusion of the claim period.
3. The application is accompanied by:
  - a. the Profiling Fund form, available at the Service Desk or the student counsellor;
  - b. evidence of notification to the student counsellor;
  - c. advice of the student counsellor;
  - d. a copy of the last notification of DUO (notification of end of student finance) regarding the student finance monthly received by the applicant in pursuance of the WSF 2000;
  - e. if the applicant is or was not entitled to student finance on the basis of his

nationality then the information as requested under part d does not need to be submitted.

#### Article 2.4 Decision-making

1. In case of an incomplete application the student is requested by email to yet submit the missing documents within 14 days, failing which the application shall not be processed.
2. In case of a complete application the Board of Directors decides within 6 weeks after receipt of the application.
3. If the application is granted then the Board of Directors also determines during what period a financial payment shall be made available.
4. The period of delay in studies is determined on the basis of several factors, including the duration of the personal circumstances, the curriculum, the actually incurred delay and the time during which the delay can be caught up on. The thus determined period of delay in studies, expressed in months, is also the maximum period for which the student qualifies for support.
5. A student who performs management work can never simultaneously receive a management grant and financial support for personal circumstances.

#### Article 2.5 Level of support

1. The level of the monthly amount equals 60.1% of the amount of the basic loan higher education as intended in article 3.18 of the WSF 2000: from the 2016-2017 study year the monthly amount is consequently € 288.95.
2. The aforementioned amount is potentially supplemented with the supplementary grant that the student enjoyed in the last month of the performance-related grant.
3. The payment is granted in the form of a gift.
4. Taxes and/or national insurance contributions are not withheld on the financial support. The potential indebtedness thereof is fully at the expense and account of the student.

#### Article 2.6 Payment of the support

1. After the application for financial support has been granted the payments start at the latest within one month.
2. The payment of the support comes to an end after conclusion of the period in respect of which there is entitlement to support or effective from the month in which the enrolment as a student comes to an end.

### **Chapter 3 Support due to management work**

#### Article 3.1 Conditions for support

1. The student is enrolled, pays tuition fees to Hotelschool The Hague and is actually studying. This applies both at the moment of application and at the moment of payment.
2. It regards the following management work:

The student held a management position with one of the three student

associations recognised by the Board of Directors, namely La Confrerie, Comitas and Senti Questo.

3. During the management year or within one month after expiry of the management year the board of the student association notifies the student counsellor how the grants to be allocated shall be distributed amongst the board members. Guiding principle for the distribution by the board is the workload of the board members.

#### Article 3.2 Application procedure for support

1. The application for a payment is submitted in writing to the Board of Directors, email: [profileringfund@hotelschool.nl](mailto:profileringfund@hotelschool.nl).
2. The application for a payment is submitted at the latest one month after termination of the management work.  
The application is accompanied by:
  - a. the Profiling Fund form [management grant], available at the Service Desk or the student counsellor;
  - b. advice of the student counsellor;
  - c. evidence of participation in the board of the student association. Evidence is made available by the chairman of the relevant board.

#### Article 3.3 Decision-making

1. In case of an incomplete application the student is requested by email to yet submit the missing documents within 14 days, failing which the application shall not be processed.
2. In case of a complete request the Board of Directors decides within 6 weeks after receipt of the application.
3. A student who performs management work can never simultaneously receive a grant for student representatives and financial support for personal circumstances.

#### Article 3.4 Level of the support

1. The level of a management grant equals the amount as intended in article 2.5 paragraph 1 of this regulation, namely € 288.95 from the 2016-2017 study year.
2. Student association La Confrerie is entitled to 16 management grants per management year, student association Comitas is entitled to 24 management grants per management year and student association Senti Questo is entitled to 13 management grants per management year.
3. The payment is granted in the form of a gift.
4. Taxes and/or national insurance contributions are not withheld on the financial support. The potential indebtedness thereof is fully at the expense and account of the student.

#### Article 3.5 Payment of the support

After the application for financial support has been granted payment takes place all in once.

## Chapter 4 Support due to sport at top level

### Article 4.1 Conditions for support

1. The student is enrolled, pays tuition fees to Hotelschool The Hague and is actually studying. This applies both at the moment of notification and at the moment of payment.
2. The student has a recognised NOC\*/NST status and performs sport at top level during the claim period.
3. The student must comply with the notification obligation as intended in article 4.2 below.

### Article 4.2 Notification obligation

1. In order to claim support due to the performance of sport at top level that results or may result in a delay in studies the student must notify the student counsellor of this.
2. Further to the notification a mandatory meeting with the student counsellor takes place. Binding arrangements are agreed on, that are aimed at limiting the delay as much as possible.
3. Apart from the notification to the student counsellor, it is expected of the student that he regularly is in contact with his tutor for further student counselling, assistance in the planning and for the application for special facilities with Hotelschool The Hague.
4. The notification must take place as soon as possible however in any case within three months after the occurrence of the delay in studies. There is no claim to support due to sport at top level that occurred more than three months prior to the notification.

### Article 4.3 Application procedure for support

1. The application for payment is submitted in writing to the Board of Directors, email: [profileringfund@hotelschool.nl](mailto:profileringfund@hotelschool.nl).
2. The application for payment must be submitted at the latest within 3 months after expiry of the claim period.
3. The application is accompanied by:
  - a. the Profiling Fund form [sport at top level], available at the Service Desk or the student counsellor;
  - b. evidence of notification to the student counsellor;
  - c. advice of the student counsellor;
  - d. a copy of the last notification of DUO (notification of end of student finance) regarding the student finance monthly received by the applicant in pursuance of the WSF 2000;
  - e. if the applicant is or was not entitled to student finance on the basis of his nationality then the information as requested under part d does not need to be submitted.

#### Article 4.4 Decision-making

1. In case of an incomplete application the student is requested by email to yet submit the missing documents within 14 days, failing which the application shall not be processed.
2. In case of a complete application the Board of Directors decides within 6 weeks after receipt of the application.
3. If the application is granted then the Board of Directors also determines during what period a financial payment shall be made available.
4. The period of delay in studies is determined on the basis of several factors, including the curriculum, the actually incurred delay and the time during which the delay can be caught up on. The thus determined period of delay in studies, expressed in months, is also the maximum period for which the student qualifies for support.
5. A student can never simultaneously receive financial support due to sport at top level and financial support for personal circumstances.

#### Article 4.5 Level of the support

1. The level of the monthly amount equals 60.1% of the amount of the basic loan higher education as intended in article 3.18 of the WSF 2000: from the 2016-2017 study year the monthly amount is consequently € 288.95.
2. The aforementioned amount is potentially supplemented with the supplementary grant that the student enjoyed in the last month of the performance-related grant.
3. The payment is granted in the form of a gift.
4. Taxes and/or national insurance contributions are not withheld on the financial support. The potential indebtedness thereof is fully at the expense and account of the student.

#### Article 4.6 Payment of the support

1. After the application for financial support has been granted the payments start at the latest within one month.
2. The payment of the support comes to an end after conclusion of the period in respect of which there is entitlement to support or effective from the month in which the enrolment as a student comes to an end.

### **Chapter 5 Closing provisions**

#### Article 5.1 Hardship clause

In very special circumstances, at the discretion of the Board of Directors, where the rejection of an application for support would result in an exceptional case of extreme unfairness, the Board of Directors may deviate in favour of the provisions of this regulation.

#### Article 5.2 Possibility to object

It is possible for the student to object to the decision of the Board of Directors in pursuance of this regulation. A notice of objection can be filed via legal protection, as further determined in chapter 9 of the Student Charter.

## Explanatory Notes to the Profiling Fund Regulation

Reason for the revised Profiling Fund regulation is to no longer allocate the authority to decide on applications for financial support to the Profiling Fund Committee but to place this with the BoD after an advice of the student counsellor.

This revision was then used to modernise the text of the regulation and to include the latest developments. For instance the student finance amended effective from 1 September 2015 and the allocation of management grants for the three student associations of HTH.

Basis for the regulation is the WHW. This Act determines that the BoD adopts rules of a procedural nature for the student who is facing a delay in studies or an expected delay in studies and requires financial support. By law the BoD must in any case adopt rules regarding the start, the duration and the level of the financial support.

The structure of the revised regulation is as follows.

- There are three categories for financial support: personal circumstances, management work and sport at top level.
- The criterion is always: an incurred or an expected delay in studies.
- To all three categories applies: conditions for support, notification obligation (except for management grants), application procedure for support, decision-making, level of the support, payment of the support.
- The closing provisions include the hardship clause and the possibility to object.

Guiding principles:

- Start of support due to personal circumstances at the end of the nominal study duration.

Management grants are paid at the end of the management period. This is in accordance with the policy of other institutions.

Support for sport at top level is paid at the end of the nominal study duration.

- The level of the support is linked to the basic loan that took effect from 1 September 2015. The level is set at the amount that previously applied to the basic grant. This is in accordance with other institutions.
- The facility for supplemental support (article 7.51g of the HERA) has not been included. The BoD can implement this kind of facility. In addition to the aforementioned three forms of financial support the BoD can implement this facility. These facilities combined may be higher than the student finance.



## II) Hendrik Tuinema Regulation Hotelschool The Hague

### Preamble

In pursuance of article 6.7a paragraph 1 under c of the Higher Education and Research Act (WHW- Wet op het hoger onderwijs en wetenschappelijk onderzoek) an institution that is allowed to apply specific selection criteria and higher tuition fees in the context of small-scale residential education is held to set up a regulation on the basis of which students can apply for dispensation from the increased tuition fees. This regulation is in fulfilment of this statutory obligation. The name of Hendrik Tuinema was given to the regulation in order to honour this eminent hotelier, also former student of Hotelschool The Hague, for his many years of involvement as member of the board at Hotelschool The Hague.

The regulation also includes the conditions on the basis of which candidates who participated in a selection day of Hotelschool The Hague can apply for financial support for the selection costs.

### Article 1. Objective of Hendrik Tuinema regulation

1. Hotelschool The Hague has received approval from the Minister of Education, Culture and Science to apply specific selection criteria and higher tuition fees for the Bachelor programme.
2. This regulation has the objective of offering a student financial support in accordance with article 6.7a paragraph 1 under c WHW for the dispensation from payment of the higher tuition fees.
3. This regulation has the objective of offering a selection day candidate financial support for the selection costs.

### Article 2. Conditions for dispensation from payment of higher tuition fees

A Bachelor student enrolled at Hotelschool The Hague who is liable to pay the higher tuition fees, not being institution tuition fees, qualifies for payment on the basis of this regulation if he can also:

- render plausible that he cannot pay the tuition fees higher than the statutory tuition from personal resources (or the resources of parent / carers, to the extent that a maintenance obligation applies to the applicant);
- show within reason that he made attempts to obtain an allowance for the said higher tuition fees elsewhere;
- render plausible that he is within reason not able to personally pay the said higher tuition fees via paid employment;
- submit a statement regarding his study progress issued by the Study Progress Coordinator.

### Article 3. Level of the dispensation

The maximum payable amount of the dispensation is the amount of the higher tuition fees, as determined by the Board of Directors for a specific study year,

minus the statutory tuition fees, as determined by the Minister of Education, Culture and Science for the said specific study year.

#### **Article 4. Conditions for financial support for selection costs**

A candidate who participated in a selection day organised by Hotelschool The Hague qualifies for payment on the basis of this regulation if he can also:

- demonstrate that he paid the selection costs;
- render plausible that he cannot pay the selection costs from his personal resources (or the resources of parents / carers to the extent that a maintenance obligation applies to the applicant).

#### **Article 5. Level of the payment for selection costs**

The maximum payable amount of the financial support for selection costs is the amount as determined by the Board of Directors.

#### **Article 6. Application procedure**

1. a. The application for payment as intended in articles 2 and 4 is submitted to the Board of Directors, email: [tuinemafund@hotelschool.nl](mailto:tuinemafund@hotelschool.nl).
- b. The application for payment pursuant to article 2 must be submitted at the latest before 1 May (February inflow) or 1 November (September inflow) of a year.
- c. The application for payment pursuant to article 4 must be submitted at the latest before 31 August of the study year during which the costs were incurred.
2. The application for payment pursuant to article 2 must be accompanied by:
  - a. Hendrik Tuinema regulation form, available at the Service Desk or the student counsellor;
  - b. a specification of the total amount for which dispensation is applied;
  - c. a motivation for the application;
  - d. a description from which it becomes apparent that attempts have already been made to obtain an allowance elsewhere or in which it is rendered plausible why this did not take place;
  - e. an overview of the income and expenditure;
  - f. statement of the parents / carers, to the extent that a maintenance obligation applies to an applicant in which they indicate that they are unable to support the applicant financially.
3. The application for payment pursuant to article 4 is accompanied by:
  - a. a Hendrik Tuinema regulation form, available at Student Admissions;
  - b. a specification of the total amount for which support is applied;
  - c. a motivation of the application;
  - d. an overview of the income and expenditure;
  - e. statement of the parents / carers, to the extent that a maintenance obligation applies to an applicant in which they indicate that they are unable to support the applicant financially.

#### **Article 7. Decision-making**

1. In case of an incomplete application the student or the selection day candidate is

requested by email to yet submit the missing documents within 14 days, failing which the application shall not be processed.

2. In case of a complete application the Board of Directors decides within 6 weeks after receipt of the application.

#### **Article 8. Gift**

1. The payment is granted in the form of a gift.
2. Taxes and/or national insurance contributions are not withheld on the financial support. The potential indebtedness thereof is fully at the expense and account of the student.

#### **Article 9. Abuse of the regulation**

1. If financial support was or is granted on the basis of incorrect or incomplete data then the Board of Directors may decide to claim back the dispensation or the financial support for the selection costs.
2. Before reaching a decision as intended in paragraph 1 the student or the selection day candidate is given the opportunity of being heard.
3. After the hearing the Board of Director reaches a decision within six weeks.

#### **Article 10. Hardship clause**

In highly exceptional circumstances, at the discretion of the Board of Directors, where the rejection of an application for support would result in an exceptional case of extreme unfairness, the Board of Directors may deviate in favour of the provisions of this regulation.

#### **Article 11. Possibility to object**

It is possible for the student or the selection day candidate to object to the decision of the Board of Directors in pursuance of this regulation. A notice of objection can be filed via legal protection, as further determined in chapter 9 of the Student Charter.

#### **Article 10. Closing provisions**

1. This regulation was adopted by the Board of Directors, after an opinion of the representative advisory council dated 27 June 2017 and takes effect on 1 September 2017.
2. This regulation can be referred to as: "Hendrik Tuinema Regulation Hotelschool The Hague".
3. This regulation is published on [myhotelschool.nl/importantdocuments](http://myhotelschool.nl/importantdocuments).

## APPENDICES HENDRIK TUINEMA REGULATION

### *Application Form*

Name:

Address:

Student Number:

Date:

=====  
====

Application (short explanation of all the reasons for eligibility for dispensation/financial support selection costs):

Signature:

- Enclosures:
- \* Statement by the Study Progress Coordinator;(not applicable for selection costs)
  - \* Expenses Overview Form;
  - \* Written explanation by parents/legal representatives why they are unable to provide any financial support for the education of their child;
  - \* Proof of attempts undertaken unsuccessfully to get compensation from other sources. (not applicable for selection costs)

# HENDRIK TUINEMA REGULATION

## Expenses Overview Form

You are required to illustrate all your income and expenses, either on a monthly OR yearly basis. Make sure all income & expenses are listed. You may be asked to give proof about your income & expenses. You may add extra columns or rows if necessary.

Name :

Student N<sup>o</sup> :

The below specified transactions are per:  MONTH  YEAR

Incoming		
	Description / Additional Information	Amount in whole EUROS
	Student grant/loan (DUO)	
	Parents	
	Personal income (job)	
	Other income	
TOTAL:		

Outgoing		
	Description / Additional Information	Amount in whole EUROS
<b>Household Items</b>		
	Rent (incl. gas/water/electricity)	
	Food	
	Travelling expenses	
	Insurance	
	Clothing	
	Social activities	
	Telephone	
	Internet	
<b>School</b>		

	Tuition fees		
	Skotel Costs		
	Books		
	Placement		
	Misc. Costs		
<b>Misc. Expenses</b>			
	Debt repayment		
	Car		
			<b>TOTAL:</b>

<b>SURPLUS / DEFICIT</b>	<b>Per MONTH / YEAR</b>	<b>=</b>
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**PARENTS' /LEGAL REPRESENTATIVE(S)' STATEMENT**

Herewith I/we .....(name(s))  
 (address).....(city/land).....,  
 declare that I/we am/are unable to provide financial support to .....(name ) in  
 connection with his/her study at the Hotelschool The Hague or if applicable: in connection with  
 the selection costs of Hotelschool The Hague, due to the following reasons:

Truthfully stated,

.....  
 .....  
 (Signature)

(Signature)

.....  
 (Town/City)

.....  
 (Date)

## APPENDIX 2                                      COMPLAINT PROCEDURE REGULATION UNDESIRABLE BEHAVIOUR

### Section 1                                      General

#### Article 1                                      Definitions

In this regulation the following terms are used:

1. Aggression and violence psychological or physical pestering, threatening, bullying or attack on a student or an employee, in situations that are directly connected with the study or work duties.
2. Accused: a student or an employee of Hotelschool The Hague against whom the report or the complaint about undesirable behaviour has been made;
3. Board of Directors: Board of Directors van Hotelschool The Hague;
4. Confidential Advisor: the employee appointed by the Board of Directors as the person who can offer advice and support in the case of a report about undesirable behaviour;
5. Discrimination: any form of verbal expressions or any actions towards, or making decisions about persons that are offensive to those persons due to their race, (cultural) background,, religion, gender, beliefs, handicap and/or sexual orientation, or making any distinctions on the basis of these factors;
6. (Sexual) Intimidation: unwanted sexual advances, requests for sexual favours or other verbal, non-verbal or physical behaviour towards an employee or a student of which can also be said that one of the following points apply:
  - a. Subjection to such behaviour is used either explicitly or implicitly as a condition for a person's employment or as a part of a person's study;
  - b. Subjection to or rejection of such behaviour by a person is used as a basis for decisions that affect the work or the study of this person;
  - c. Such behaviour results has an adverse affect on the work or study performance of a person and/or the creates an intimidating, hostile or unpleasant work or study environment;
7. Complaint: a complaint concerning undesirable behaviour, submitted to the Legal Protection Office via e-mail: [legalprotection@hotelschool.nl](mailto:legalprotection@hotelschool.nl);
8. Complainant: student of Hotelschool The Hague who either makes a report of undesirable behaviour to the contact person or the Confidential Advisor or submits a complaint regarding undesirable behaviour at the Legal Protection Office;
9. Employee: persons who have or had an employment contract with Hotelschool The Hague and those persons who, without an employment contract, perform or performed work commissioned by Hotelschool The Hague;
10. Report: all statements to a contact person or Confidential Advisor about a personal experience of undesirable behaviour or observation thereof;
11. Undesirable behaviour: all forms of (sexual) intimidation, aggression, violence, bullying or discrimination that has consequences for the performance of work duties or for following one's studies undisturbed;
12. Bullying: repeatedly harassing, tormenting and/or malicious pestering another person;
13. Student: person who studies or has studied at Hotelschool The Hague.

## **Section 2 Report or Complaint**

### **Article 2.1** Submitting a report

1. An employee or a student of Hotelschool The Hague, who in the work or study environment is confronted with or who observes undesirable behaviour, can make a report as soon as possible, but no later than 12 months after disenrollment or leaving employment, to the Confidential Advisor of Hotelschool The Hague.
2. Anonymous reports are registered by contact person and the Confidential Advisor, but are not handled further.

### **Article 2.2** Submitting a complaint

1. An employee or a student of Hotelschool The Hague who is confronted with undesirable behaviour in the work or study environment, or who observes undesirable behaviour, can, as soon as possible but no later than 12 months after the occurrence, lodge a complaint at Legal Protection marked 'confidential'.
2. The complaint is sent to Legal Protection via e-mail to: [legalprotection@hotelschool.nl](mailto:legalprotection@hotelschool.nl). A complaint contains a minimum of: the name, the address and place of residence of the complainant, a description of where, when, the nature of and content of the behaviour that is being objected to, as well as the identity of the person who is being accused, in as far as this is known.
3. Anonymous complaints are registered, but are not processed further.
4. Complaints related to sexual intimidation may, if desired, submitted directly to the National Complaints Committee for Education (*Landelijke Klachtencommissie Onderwijs* (HBO)), or its legal successor.

## **Section 3 Board of Directors Hotelschool The Hague**

### **Article 3.1** Policy of the Board of Directors Hotelschool The Hague

1. The Board of Directors concerns itself with the prevention of undesirable behaviour.
2. The Board of Directors provides for accessibility of the confidential advisors and the necessary provisions and training possibilities.
3. The Board of Directors provides for sufficient publication about the accessibility of the confidential advisors.

### **Article 3.2** Duties of the Board of Directors

1. The Board of Directors formulates rules for the prevention of undesirable behaviour; this includes a Code of Ethics and House Rules.
2. On the basis of article 1.20 of the WHW the Board of Directors will meet immediately with a confidential inspector of the schools inspectorate (*Inspectie van het Onderwijs*) if a person is guilty of a sexual offence as referred to in Title XIV of the Dutch Criminal Code (*Wetboek van Strafrecht*) towards a student of the school who is underage.
3. The Board of Directors reports immediately to a detective as referred to in article 127 juncto article 141 of the Code of Criminal Procedure (*Wetboek van Strafvordering*) if, on the basis of the meeting as referred to in paragraph 2 it has to be concluded that there is a reasonable suspicion that the person in question is guilty of a crime as referred to in paragraph 1 towards a student of the school who is underage.
4. The Board of Directors informs the confidential inspector, referred to in paragraph 3 immediately of this.
5. The Board of Directors reports to the police, as referred to paragraph 3, only after the



Board of Directors has informed the parents of the student concerned and the person who is or was possibly guilty of a crime.

## **Section 4** **Confidential Advisor**

### **Article 4.1** Appointment of the Confidential Advisor

The Board of Directors appoints two confidential advisors for students (one for the Amsterdam campus and one for The Hague campus) and two confidential advisors for employees ((one for the Amsterdam campus and one for The Hague campus).

The Confidential Advisor for students The Hague campus is:  
vacancy

The Confidential Advisor for students Amsterdam campus is:  
Ms I. Groen: confidentialadvisoramsterdam@gmail.com

The Confidential Advisor for employees The Hague campus is:  
Ms M. Staelens: confidentialadvisor@gmail.com

The Confidential Advisor for employees Amsterdam campus is:  
Ms K. van Liempt: confidentialadvisorstaffamsterdam@gmail.com

### **Article 4.2** Duties and Powers of Confidential Advisor

1. It is the duty of the Confidential Advisor to:
  - a. organise information sessions on undesirable behaviour and provide information about this topic;
  - b. talk to and counsel anyone who reports some form undesirable behaviour, either as a victim or as an observer;
  - c. support and advise the complainant;
  - d. try to find a solution to the problems indicated;
  - e. safeguard the confidential relationship with complainant and not to take any steps without the prior permission of the complainant;
  - f. treat all Information and details related to the accused as strictly confidential;
  - g. make a referral. If necessary, to social workers within or outside Hotelschool The Hague;
  - h. draw attention to circumstances that may lead or have led to undesirable behaviour;
  - i. formulate recommendations to the Board of Directors;
  - j. maintain contact with officials of Hotelschool The Hague who are in a position in which they are able to detect undesirable behaviour;
  - k. inform the Board of Directors immediately about any possible crime towards an underage student of the Hotelschool, past or present.
2. The Confidential Advisor also has the following responsibilities and authorities:
  - a. To start an investigation into the incidence of undesirable behaviour within Hotelschool The Hague as a result of a report or declaration, or of his/her own accord if there is reason to do so;
  - b. To support and counsel the complainant at his/her request during and after the submission of a complaint.

**Article 4.3** Cooperation

1. The employees and students of Hotelschool The Hague give their cooperation as well as they are able to the Confidential Advisor in the execution of his/her duties as part of this regulation.
2. The employees and students of Hotelschool The Hague do their best to prevent undesirable behaviour.

**Article 4.4** Accountability and Reporting

1. The Confidential Advisor is for the execution of his/her duties accountable only to the Board of Directors.
2. The confidential advisors write a joint anonymised annual report for the Board of Directors about the number and nature of the consultations, reports and complaints and their conclusion.

**Article 4.5** Archive

1. The Confidential Advisor keeps a dossier of the duties and consultations connected with a report or a complaint.
2. The dossier is accessible only to the Confidential Advisor dealing with the case, unless otherwise dictated on the basis of rules of imperative law.
3. After conclusion of the report or complaint the dossier concerned is stored and kept in the administration of the Confidential Advisor up to 12 months year after the report was made, in accordance with article 4.4, paragraph 2.
4. After the term of storage as referred to in paragraph 3, the Confidential Advisor destroys all documents related to the report or complaint.
5. The archive of a Confidential Advisor who no longer works in that capacity is handed over to another Confidential Advisor who is in office.

**Section 5** **Final Provisions**

**Article 5.1** Secrecy

1. Subject to the provisions of this regulation, anyone who is involved in the process of a report or complaint is bound to secrecy.
2. Subject to the provisions of this regulation, anyone who has or receives documents pertaining to a report is bound to regard them as strictly confidential and to treat them as such.
3. Anyone who has, intentionally or unintentionally, documents as referred to in paragraph 2 and is not authorised to see them, is bound to hand them over immediately to the Legal Protection Office .

**Article 5.2** Entry into force and official title

1. This regulation comes into effect on 1 September 2013.
2. The regulation is referred to as 'Complaint Procedure Regulation on Undesirable Behaviour'.

## APPENDIX 3 HOTELSCHOOL THE HAGUE WHISTLEBLOWERS REGULATION

### 1 Introduction

#### Article 1 Definitions

- a. In this regulation the following terms are used:
- b. person in question: an employee of Hotelschool The Hague (including freelancers) or a student who is enrolled as such at the Hotelschool and who reports a suspected wrong-doing;
- c. superior: person who is the direct superior of the person in question;
- d. student: person who is studying at Hotelschool;
- e. person in charge: manager who is the direct or indirect superior of the part of the organisation the person in question is working for and/or the suspicion of wrong-doing is related to;
- f. suspicion of wrong-doing: suspicion on the basis of reasonable grounds that there is a matter of public interest at issue at Hotelschool The Hague that involves:
  - 1) a(n) (impending) criminal offence;
  - 2) a(n) (impending) infringement of the rules;
  - 3) a threat to public health, the safety of the environment;
  - 4) (threat of) intentionally providing public bodies with incorrect information;
  - 5) (threat of) the intentional suppression, destruction or manipulation of Information about these facts.

#### Article 2 Limitation of scope

This regulation is explicitly not intended for:

- a. reporting personal complaints of those involved about matters that affect them personally in connection with work;
- b. reporting of conscientious objections in connection with the performance of normal business activities; and
- c. expressing criticism of policy choices made within Hotelschool The Hague.

### 2 Internal procedure

#### Article 3 Internal report to superior and/or person in charge

1. Unless it concerns a ground for exception as referred to in article 5 the person in question reports the suspicion of wrong-doing internally to his or her superior or, if this is considered to be inadvisable, to the chair of the Board of Directors. The student reports a suspicion of wrong-doing to the Hotelschool Student Counsellor.
2. If the suspicion of wrong-doing concerns a member of the Board of Directors, the person in question must report directly to the Board of Trustees, in accordance with article 5, paragraph 1. In that case the report is dealt with on the basis of Section 3.
3. The person who receives the report, makes a written report, stating the date of receipt, and signed in approval by the person in question, who receives a copy thereof.
4. The person who receives a report ensures that the chair of the Board of Directors is informed immediately about a reported suspicion of wrong-doing. In addition, he makes

- sure that chair of the Board of Directors receives a transcript of the written report.
5. After receipt of a report the chair of the Board of Directors starts an investigation forthwith.
  6. The chairman of the Board of Directors sends confirmation of receipt to the person in question who has reported the suspicion of wrong-doing. The original report is referred to in the letter of confirmation.
  7. The handling of the report and the investigation as a result of the report occurs confidentially. It is possible only with the permission of the chair of the Board of Directors to give information about the report, the handling and/or the results.
  8. The chair of the Board of Directors decides whether the Board of Trustees has to be informed about the internal report.

**Article 4** Information about the results of the investigation

1. Within a period of four weeks after the time when the report was made the person in question is informed in writing by or on behalf of the chairman of the Board of Directors of the standpoint with regards to the reported suspicion of wrong-doing. The steps to which the report has led are stated.
2. If the standpoint cannot be given within the time period specified in the paragraph 1, the person in question will be informed by or on behalf of the chair of the Board of Directors and a new time period will be specified within which he can expect to be informed about a standpoint.

**3 External procedure**

**Article 5** Report to the Board of Trustees

1. The person in question may report the suspicion of wrong-doing, in deviation from what is determined in article 3, to the chairman of the Board of Trustees, if
  - a. he does not agree with the standpoint as referred to in article 4;
  - b. he has not received information about a standpoint within the required time period as specified in article 4, paragraph 1 and 2 of this regulation;
  - c. the time period referred to in article 4, paragraph 2, taking all circumstances into consideration, is unreasonably long and about which the person in question has sent a written objection to the chair of the Board of Directors, yet has not subsequently been given a shorter, more reasonable time period.
  - d. suspicion of wrong-doing concerns a member of the Board of Directors.
2. The person in question may also report the suspicion of wrong-doing to the chairman of the Board of Trustees if one of the following grounds for exception occurs:
  - a) a situation in which the person in question may reasonably fear countermeasures as a consequence of an internal report;
  - b) a previous internal report in accordance with this regulation about what in fact was the same wrong-doing, has not led to the removal of that wrong-doing;
  - c) a clear threat or obfuscation or destruction of evidence.

**Article 6** Procedure for report to the Board of Trustees

1. The Board of Trustees confirms receipt of a report to the person in question who reported the suspicion.
2. An investigation into the reason for the report is started.
3. The handling of the report and the investigation as a result of the report occurs confidentially. It is possible only with the permission of the chair of the Board of Trustees to

- give information about the report, the handling and/or the results.
4. The Board of Trustees informs the Board of Directors of its standpoint on the reported wrong-doing after permission is obtained from the person in question. The Board of Trustees may give the Board of Directors binding instructions for the resolution of the report.
  5. The Board of Trustees imposes the same time periods as referred to in article 4.
  6. The chair of the Board of Trustees informs the Board of Directors about its standpoint in response to the report to the chairman, after obtaining permission to do so from the person in question. Depending on its findings, the chairman of the Board of Trustees may give the chair of the Board of Directors binding instructions for the resolution of the report.

#### **4 Legal Protection**

##### **Article 7** Legal Protection

The position of the person in question, who, in compliance with the provisions of this regulation, has reported a suspicion of wrong-doing, is in no way disadvantaged as a consequence of this report.

##### **Article 8** Anonymisation

In the compilation or writing of reports, other than those for the purpose of the investigation, as referred to in article 3, paragraph 5 and article 6, paragraph 3, personal details must be anonymised.

#### **5 Final Provision**

##### **Article 9** Official title

This regulation is referred to as “Hotelschool The Hague Whistleblowers Regulation”.

**APPENDIX 4**

**PRIVACY REGULATION FOR PROCESSING PERSONAL  
DETAILS OF STUDENTS (under development)**

## **APPENDIX 5                    RELEVANT ARTICLES FROM THE AWB IN CONNECTION WITH THE LEGAL PROTECTION OF STUDENTS**

### ARBITRATION ADVISORY COMMITTEE:

#### **Article 7:11**

1. If the objection is judged to be founded, the contested decision is reconsidered on the basis thereof.
2. In as far as the reconsideration gives cause; the administrative body revokes the contested decision and makes in its place a new decision, if necessary.

#### **Article 7:12**

1. The decision on the objection must be based on sound reasoning that is stated with the communication of the decision. In addition, if pursuant to article 7.3 the right to be heard is waived, the grounds on which that occurred must be stated.
2. The decision is communicated by dispatch or distribution to those to whom it is directed. If the decision is not directed at one or more parties, the decision is communicated in the same manner as that decision was communicated.
3. As soon as possible after the communication of the decision, the parties concerned who gave their view in the objection or in the preparation of the contested decision.
4. In the communication referred to in paragraph 3, article 6.23 is similarly applicable and in view of the commencement of the storage period, it indicates as clearly as possible when the communication of the decision in accordance with paragraph 2 took place.

#### **Article 7:13**

1. This article is applicable if, for the purpose of the decision on the objection an Advisory Committee is appointed:
  - a. that consists of a chairman and a minimum of two members,
  - b. of which the chairman is not a part of and does not work under the responsibility of the governing body and
  - c. who fulfils any other requirements of statutory regulations.
2. If a committee is to advise on the objection, the governing body informs the submitter of the written objection about this as soon as possible.
3. The committee conducts the hearing. The committee may charge the chairman or a member who is not a part of or does not work under the responsibility of the governing body to conduct the hearing.
4. The committee decides on the application of article 7.4, paragraph 6, of article 7.5, paragraph 2 and, unless determined otherwise by statutory regulation, of article 7.3.
5. A representative of the governing body is invited to the hearing and is given the opportunity of presenting the standpoint of the governing body.
6. The committee's advice is in writing and includes an account of the hearing.

### COMPLAINTS

#### **Article 9.1**

1. Everyone has the right to lodge a complaint to a governing body about the manner in which that governing body has treated him or another person in a certain matter.
2. Conduct of a person, who works under the responsibility of a governing body, is regarded as conduct by that governing body.

**Article 9.2**

The governing body provides for a proper handling of verbal and written complaints about its behaviour and about behaviour of governing bodies that work under its responsibility.

**Article 9.3**

No appeal may be lodged against a decision concerning the handling of a complaint about the conduct of a governing body.

**SECTION 9.1.2****The handling of complaints****Article 9.4**

1. If a written complaint concerns conduct towards the complainant and fulfils the requirements of paragraph 2, articles 9:5 to 9:12 are applicable.
2. The complaint is signed and contains a minimum of the following:
  - a. the name and address of the submitter;
  - b. the date;
  - c. a description of the behaviour against which the complaint is directed.
3. Article 6:5, paragraph 3, is similarly applicable.

**Article 9.5**

As soon as the governing body has resolved the complaint of the complainant to his satisfaction, the obligation to apply this Section further lapses.

**Article 9.6**

The governing body confirms receipt of the complaint in writing.

**Article 9.7**

1. The handling of the complaint is conducted by a person who was not involved in the behaviour to which the complaint refers.
2. Paragraph 1 is not applicable if the complaint concerns conduct of the governing body itself or chairperson or one of its members.

**Article 9.8**

1. The governing body is not obliged to handle the complaint if it concerns behaviour:
  - a. about which a complaint was lodged earlier and dealt with in compliance with articles 9:4 and following;
  - b. that took place longer than 12 months before the complaint was lodged;
  - c. against which the complainant could have lodged an objection;
  - d. against which the complainant can bring an appeal, unless the behaviour concerned is the not timely making of a decision as a result of which no appeal could be lodged;
  - e. that through starting proceedings is subject to or was subject to another judicial authority than that of an administrative judge; or
  - f. as long as on that account a (criminal) investigation or a prosecution is being conducted on the order of the public prosecutor, or if the behaviour is part of the investigation or prosecution of a criminal offence and on account of which a (criminal) investigation or prosecution is being conducted on the order of the public prosecutor.



2. The governing body is not obliged to handle the complaint if either the interests of the complainant or the gravity of the behaviour is evidently insufficient.
3. If it is decided not to handle the complaint the complainant is informed in writing as soon as possible, and no later than four weeks after receipt of the complaint. Article 9.12, paragraph 2, is similarly applicable.

#### **Article 9.9**

A copy of the complaint is sent together with accompanying documents to those persons whose behaviour the complaint refers to.

#### **Article 9.10**

1. The governing body gives the complainant and the person to whose behaviour the complaint refers the opportunity of being heard.
2. It may be decided not to hear the complainant if the complaint is evidently unfounded or if the complainant has declared to waive the right to be heard.
3. A report of the hearing is written.

#### **Article 9.11**

1. The governing body concludes the handling of the complaint within six weeks or - if Section 9.1.3 is applicable - within ten weeks after receipt of the complaint.
2. The governing body may postpone conclusion for a maximum of four weeks. Written notification of the postponement is sent to the complainant and the person to whose behaviour the complaint refers to.
3. Further postponement is possible only if the complainant gives his permission in writing.

#### **Article 9.12**

1. The Board of Directors notifies the complainant in writing and with reasons about the findings of the investigation into the complaint, its judgement on this, as well as any conclusions it associates with it.
2. The notification contains details about to which ombudsman and within what time period the complainant may subsequently submit an appeal.

#### **Article 9.12a**

The governing body ensures registration of the written complaints submitted to it. The registered complaints are published annually.

### **SECTION 9.1.3**

#### **Additional provisions for a complaints advice procedure**

#### **Article 9.13**

The procedure for handling complaints regulated in this section supplemental to Section 9.1.2 is followed if that is stipulated by statutory regulation or decision by the governing body.

#### **Article 9.14**

1. By statutory regulation or by decision by the governing body a person or committee is charged with the handling of and advising on complaints.
2. The governing body may provide the person or committee only with general instructions.

**Article 9.15**

1. In the notice of confirmation of receipt, as referred to in Article 9.6, it is stated that a person or committee will advise on the complaint.
2. The hearing is conducted by the person or committee referred to in Article 9.14. If a committee is appointed, it may charge the chairperson or a member of the committee with the hearing.
3. The person or committee decides on the application of Article 9.10, paragraph 2.
4. The person or committee sends a rapport of its findings, together with the advice and any recommendations, to the governing body. The report includes an account of the hearing.

**Article 9.16**

If the conclusions of the governing body deviate from the advice, the reason for the deviation is stated in the conclusions and the advice is sent together with the notification, referred to in Article 9.12.

## APPENDIX 6 HOTELSCHOOL THE HAGUE DRESS CODE

### During classes/lectures/workshops/in the common areas:

- Clothing
  - you must not expose your midriff, chest, upper thigh or show visible cleavage or undergarment;
  - you must not wear clothes that are transparent (see-through);
  - your clothes must not bear any vulgar, offensive or obscene prints or language;
  - shorts/skirts should be not less than 10 centimeters above the knee;
  - sports gear is not allowed *unless* passing through the lobby on the way outside.
- Footwear
  - you must not wear flip-flops or slippers.

### During Guest lectures:

- Tenue de Ville is required at all times.

### During Defences/Oral Assessments/Official Presentations:

- Tenue de Ville is required at all times.

### During practical education:

- The HTH Uniform should be worn according to the HTH grooming standards.

### In the Student Skotel:

- Students are allowed to wear whatever they feel comfortable in, if *and only if* staying within the skotel area; the living hallways/kitchens of the 1st floor (student plaza and media centre excluded) and – limited to Campus Amsterdam – the entire 2nd floor.

Students will be refused entry if their clothing style does not comply with the requirements of this appendix. They will be sent away by the Front Office.

## APPENDIX 7 HOTELSCHOOL THE HAGUE HOUSE RULES

### 1 House rules

1. The assumption underlying the House Rules is that students and members of staff are allowed and able to act with individual responsibility and with as much freedom as possible, provided this is not contrary to any legitimate interests of Hotelschool The Hague, members of staff and/or students.
2. The interests of the school include the following:
  - a. The reputation of the Hotelschool;
  - b. Unimpeded progress of the lectures and practical lessons;
  - c. The health and safety of students and members of staff, guests and neighbours;
  - d. Preservation of the buildings, facilities and inventory.
3. Students and staff (employees) shall not behave in or close to the school buildings, including the Skotel, in such a way as to obstruct or frustrate the legitimate interests of Hotelschool The Hague, or the staff and students as referred to in paragraph 2 of this article. .
4. Students are forbidden to engage in any inappropriate behaviour (e.g. unprofessional attitude, disruptive or disrespectful behaviour, ignoring staff instructions, verbal abuse, vandalism) in and around the school premises, including the Skotel.
5. Students and staff are forbidden to use any form of drugs or to drink excessive alcohol in and around the school premises, including the Skotel.
6. Students and staff are forbidden to smoke in all areas of the school. Smoking is allowed outside the school in designated areas only. Users must leave these areas clean and tidy.
7. Students must adhere to the clothing requirements as listed in appendix 6. Sanctions may be imposed if the rules are violated.
8. Bicycles and mopeds must be left in the designated areas only. Parking a bicycle or moped in the wrong place will incur sanctions. The vehicle will be removed
9. Students and/or staff taking property into the Skotel or onto the school premises do so at their own risk. Hotelschool The Hague cannot in anyway be held liable for the loss, theft or destruction of such property. Hotelschool The Hague is not insured for such loss, theft or destruction.
10. Parking behind the school building without the permission of the IT & Facility Services Department is prohibited.

### 2 Rules for Orderly Conduct

1. All lectures begin at a set time which is communicated via the timetable or timetable alterations.
2. Staff and students must be present in the relevant room before the lectures begin.
3. Lecturers/instructors (teaching staff) are authorised to refuse a student access to the lecture/practical if the student concerned arrives after the lecture/practical has begun. Students who have to change rooms between lectures can be denied access to the next lecture/practical if they arrive more than five minutes after the lecture/practical has begun.
4. During lectures, practical training/duties and tutoring students should behave in such a manner that in the opinion of the lecturer they do not obstruct the progress of the lecture/practical.
5. Lecturers are authorised to deny a student access to the class if they feel the student has not prepared adequately for the lectures or does not participate sufficiently in the lecture.

6. During classes, practical lessons and on placement students must behave in such a fashion as to ensure that these activities can proceed without disturbance.
7. Lecturers/instructors are authorised to dismiss a student from a class or practical lessons if he feels that the behaviour of the student concerned obstructs the progress of the lecture, practical lessons or practical duties.
8. Exclusion from lectures, practical lessons or practical duties is considered to be absent without legitimate reason.
9. Lecturers/instructors who decide to cancel a lecture or part of a practical training lesson, or interrupt it due to a serious disturbance must report this to shared services.
10. The use of mobile telephones is forbidden for students or staff during classes, practical lessons or practical duties.
11. It is prohibited to make video or sound recordings during the lessons without the permission of the lecturer.

The sanctions stated in this article are imposed by the member of staff involved.

### **3 The Skotel**

#### **Article 3.1** Use of the premises, the rooms and the inventory

1. In cases of gross negligence or prevention of threatened gross negligence and in cases of violation of regulations or infringement, students are obliged to take appropriate measures. If such measures do not have the desired result this must be reported to the Rooms Division Manager or the instructor on duty, if the Rooms Division Manager is absent.
2. Students will be provided with the House Rules of the Skotel at arrival. Students are obliged to take the imposed rules into consideration. In cases of negligence or violation the Rooms Division Manager will take appropriate measures.
3. Keys are distributed by Hotelschool The Hague at the beginning of the Skotel period. Students must sign for receipt.
4. Students must pay a deposit at the beginning of their period in the Skotel. This deposit is intended to cover any payments due in case of damaged or missing property incurred by the residents, as referred to in paragraphs 7, 8, 9 and 10 of this article. At the end of the Skotel period the deposit or, if deductions were necessary, the remainder of it will be paid to the student's bank account.
5. Missing keys must be reported to the police: only then can a new key be obtained (at a charge).
6. Students occupying a room in the Skotel should behave as a good tenant with respect to the room, the building, the inventory and the interior decoration.
7. Occupants of a room are collectively liable for intentional damage to the room and/or its contents, unless individual guilt can be attributed to the perpetrator(s).
8. Residents are liable for damage caused by wind, water and in the event of broken windows, unless they are able to prove that they could not reasonably have prevented the damage.
9. The occupants of a room are individually liable for missing inventory (items), unless they are able to prove that they could not reasonably have prevented the loss.
10. All residents of the Skotel are individually liable for any form of damage to the Skotel, if it is established that the residents in question caused the damage or were members of the group who caused the damage.
11. The occupants of a room should ensure that their own room is clean and tidy and that all communal rooms are kept clean.

12. At the end of the Skotel period the occupants should ensure that the rooms are in the same condition as when the occupants moved in. If the rule described above is not observed, the Rooms Division Manager is authorised to have the room cleaned/repared. The costs will be charged to the occupant(s) in question. At the end of the Skotel period, these costs may be reimbursed to the Skotel by being deducted without prior notification from the deposit paid by the student.
13. Residents are not allowed to install large electrical domestic appliances in their rooms or communal rooms. The decision on this is at the discretion of the Rooms Division Manager.
14. Residents are allowed portable radio and TV sets in their rooms as long as these do not cause a nuisance to other students, members of staff, the Hotelschool and the neighbourhood. It is the resident's responsibility to comply with the legal requirements for possession/use of such equipment.
15. The hours between 24.00 and 06.00 are quiet hours. Each student is expected to respect and comply with this quiet period.
16. Residents can be held collectively responsible for causing disturbances to fellow students, members of staff and people living in the neighbourhood of the Skotel, if it is established that the residents in question were members of the group who caused the disturbance.
17. Residents are not allowed to keep pets in their rooms or the communal rooms.

### **Article 3.2** Visitors

1. Residents who have visitors must remain with the guests for the whole duration of their stay. The resident is also responsible for registering the guest at the Skotel Reception. Visitors must leave the Skotel before 24.00.
2. Under certain circumstances, as described in Skotel Course Guide for, it is possible to allow the guest to stay the night, but only in the room of the occupant receiving the guest.
3. The Rooms Division Manager and his staff and any person appointed by the Rooms Division Manager are authorised to refuse access to the building to visitors whose behaviour is not acceptable. This is at the discretion of the Rooms Division Manager or the member of staff in question.
4. Under no circumstances are residents allowed to accommodate third parties other than described in paragraphs 1, 2 and 3 of this article.

### **Article 3.3** Illness

1. If a student is ill, he must report this himself or through a fellow student to the Skotel reception, before 08.30. He must then also specify whether a doctor needs to be summoned.
2. The student must inform the Skotel reception upon recovery.

### **Article 3.4** Supervision of the observance of the rules

The Skotel Manager and his staff will exercise supervision on the observance of the regulations and are authorised to inspect the Skotel rooms, units and communal rooms at all times. Supervision on a regular basis can provide safety to students and staff concerned.

## **4 Conduct in Restaurants and Bar**

1. Taking into account the interests of Hotelschool The Hague stated in article 1 lid 2 of these House Rules,, students and staff members should behave in restaurants and bars in such a manner that they do not cause any inconvenience to others. Sanctions may be imposed if the rules are violated.

2. In their behaviour and attitude students and members of staff should bear in mind that working in the restaurants has an educational function.
3. Wearing sports clothing when eating in the restaurants is not allowed.
4. Food and drinks are not to be used for other purposes than for consumption.

## **5 Use of school areas**

1. Students are allowed to use classrooms only when they have scheduled lectures or are working individually. Consuming food and drinks is forbidden in the Media Centre, computer areas and classrooms.
2. Students can reserve classrooms via webroombooking and must observe the instructions they are given for the use and cleaning of these rooms.
3. Timetabling department is authorised to refuse a room if they consider the request contrary to the interests of the school as described in articles 1 and 2 of these House Rules.
4. The lift near the auditorium in The Hague “the glass lift” may not be used by students and is reserved for members of staff, students transporting goods and students in a wheelchair or on crutches.

## **6 Use of computer and network facilities**

The Hotelschool The Hague regulation for use of ICT facilities is described in appendix 8 of this charter.

## **7 Announcements**

1. It is not permitted to put posters, stickers or notices on walls, doors, windows or in the lift.
2. The means of publication at Hotelschool The Hague are: mailboxes/pigeon holes, e-mail, [MyHotelschool.nl](http://MyHotelschool.nl) and the monitor in the lobby installed for that purpose. Students are obliged to check their e-mail on a regular basis. Students are expected to ensure that they are abreast of the information published via the means indicated.

## **8 Privacy**

The privacy regulation in Appendix 4 is still under development.

1. Student affairs maintains a digital file on each student, hereafter to be called the student file.
2. The student file and/or information in it remain at Student affairs.
3. The Student Counsellor treats the information in the student file with complete confidentiality.
4. Students have the right to request, via Servicedesk, that the information in their student files be amended, extended or removed if this information is
  - a. Incorrect;
  - b. Incomplete or irrelevant to the reason for entry in the file;
  - c. In conflict with the legal requirements for items in the student file.

## **9 Conduct while on Practical Duties**

For rules and procedures with regard to practical education, see the relevant course guides.

## **10 Sanctions for violation of the House Rules**

1. The Board of Directors, or the mandated employee on behalf of the Board of Directors, may impose the following sanctions if students violate the regulations stated in chapter 8 and

appendix 7 of this charter:

- a. a written warning (yellow card);
  - b. a written reprimand (red card);
  - c. suspension: total or part refusal of admittance to the buildings and grounds and/or exclusion from certain educational activities for a maximum period of 12 months;
  - d. termination of the student's enrolment;
2. Without prejudice to the measures as referred to in paragraph 1, the Board of Directors may make a report to the police if it is suspected that a student is committing or has committed a criminal offence.
  3. Before the Board of Directors decides to impose a measure, as referred to in paragraph 1, the Board of Directors gives the student the opportunity to be heard, unless immediate action is deemed necessary. In the latter case the action has the character of a temporary measure and after the abovementioned temporary measure is taken, the student is given the opportunity to be heard as soon as possible.
  4. The person concerned is notified about the decision of the Board of Directors to impose a measure in writing and supported by reasons within a period of 30 days after the student has been heard.
  5. If a student is suspended or expelled, he is not entitled to a refund of fees paid in connection with being unable to benefit from the facilities offered by Hotelschool The Hague.
  6. If the offender is a member of staff, in addition to the (temporary) refusal of admittance and exclusion from the use of facilities, other (disciplinary) measures may be imposed by or on behalf of the Board of Directors in accordance with the CAO-HBO.
  7. If the offender is a third party, refusal of entrance and exclusion from the use of facilities may be imposed and the third party held liable to pay for any damage caused.

## **11 Procedure for imposing sanctions**

1. The sanction for a first violation is a written warning (a yellow card). This is imposed by the Rooms Division Manager. The Board of Directors is notified immediately when a sanction is imposed as described in this article.
2. The Board of Directors is notified immediately of a second violation so that it may take appropriate action immediately.
3. The sanction for a second violation is a written reprimand (a red card). This reprimand is imposed by the Board of Directors.
4. The sanction for a third violation is a temporary suspension for a specific period of time or permanent expulsion from school in accordance with article 7.57h WHW. This suspension or expulsion is imposed by the Board of Directors.
5. Factors that may influence the imposition of sanctions:
  - a. Nature and gravity of the violation;
  - b. Degree of nuisance and/or threat to others;
  - c. Past history of the student and recidivism;
  - d. Degree of remorse;
  - e. Degree of cooperation in the investigation.
6. Should the situation dictate, a sanction as described in paragraph 3 and 4 of this article may be imposed immediately for a first violation. In that case the factors described in paragraph 5 of this article will be taken into account.
7. If a student is suspended or expelled, he is not entitled to any refund of paid tuition fees despite the fact that the student is no longer able benefit from the facilities offered



Hotelschool The Hague.

## 12 Imposition of sanctions

### Article 12.1 Purpose of the procedure and scope of application

- a. The purpose of this procedure is to provide structure in the process of imposing sanctions within Hotelschool The Hague. With this structuring it is the intention that violations by students are treated unequivocally.
- b. This procedure provides for the imposition of sanctions for violations of the Student Charter by students of Hotelschool The Hague, with the exception of fraud and/or irregularities in exams, in which case the Exam Committee imposes a sanction.

### Article 12.2 The procedure

1. The staff member who witnessed the violation of the Student Charter discusses this with his or her superior and proposes a fitting sanction.
2. Hotelschool The Hague has four types of sanctions:
  - a. a written warning;
  - b. a written reprimand;
  - c. suspension for a specified period of time;
  - d. the termination of the enrolment of a student.
3. A written warning is given by or on behalf of the Rooms Division Manager.
4. A written reprimand is imposed by the Board of Directors.
5. A suspension for a specific period is imposed by the Board of Directors.
6. The sanction to expel a student from school is imposed by the Board of Directors
7. The sanctions are imposed by sending a letter to the student in question. At the same time the letter is sent electronically to the student's e-mail address.
8. Before the Board of Directors or the mandated employee, decides to impose a measure, as referred to in paragraph 2, the Board of Directors or the mandated employee gives the student the opportunity to be heard, unless immediate action is deemed necessary. In the latter case the action has the character of a temporary measure and after the abovementioned temporary measure is taken, the student is given the opportunity to be heard as soon as possible. During this process the evidence is shown to the student in order that the procedure may be followed with the greatest possible care.
9. A sanction is imposed within 30 days after the student has been heard. This period can be extended if the investigation into the violation is not complete or if there are other factors that delay the imposition of a sanction that are outside the influence of the Hotelschool. In the event of a delay the student is notified in writing that there are impeding factors.
10. If a sanction is imposed the regulations in the Student Charter, the House Rules and the policy regarding sanctions will be observed.

### Article 12.3 Responsibility

1. The employee who is responsible for the correct and precise imposition of the sanction is the person whose name is stated at the top of each sanction. This employee ensures that the sanction letter is included in the student file.
2. The responsible employee ensures that the letter is sent to the student. If the sanction is imposed by the Board of Directors, the Secretary of the Board of Directors will take care of the processing. He/she is provided with information for that purpose by the employee who made the proposal to impose a sanction.
3. Prior to a written warning the employee responsible will confer with the Secretary of the

Board of Directors.

4. The Secretary of Board of Directors is responsible for the analysis and archiving of the correspondence and the supervision of the imposition of sanctions by the Board of Directors.

**Article 12.4** Registration

A copy of all correspondence is given to the Secretary to the Board of Directors. If the sanction is imposed by or on behalf of the Board of Directors, the Secretary of the Board of Directors gives a copy to the employee who made the proposal to impose a sanction.

**Article 12.5** Probation period

Year one students who incur their first sanction but then go on to successfully obtain their Propaedeutic with no further conduct issues, can request, via Servicedesk, to have their sanction removed from their Osiris dossier. Students who incur their second sanction do not have this right.

## **APPENDIX 8 REGULATION FOR USE OF HOTELSCHOOL THE HAGUE ICT FACILITIES**

### **Preamble**

With the transition to Office 365, an open cloud structure, the need arises for (conduct) rules for the proper and respectful use of email, internet, data storage and open use of the ICT infrastructure. Most importantly, the ICT facilities and storage should only be used for the purpose of education, research and general operations. This regulation will be included for the students as Annex 8 in the Student Charter, to be found on myhotelschool under 'important documents', and will be published for employees on myhotelschool under 'HR'. This regulation will be made known to students at the start of the programme and to the employees on commencement of employment. The use of the Hotelschool The Hague ICT facilities implies the acceptance by each user of the conditions for use as described and intended in this regulation.

### **Article 1**     Definitions

In this regulation the following definitions apply:

- a. manager: an officer appointed by the Board of Directors, responsible for the management of the ICT facilities of Hotelschool The Hague and responsible for monitoring compliance with this regulation;
- b. Board of Directors: the Board of Directors of Hotelschool The Hague;
- c. third party: one who is neither student nor employee and who is authorised by or on behalf of the Board of Directors to make use of the ICT facilities of Hotelschool The Hague;
- d. ICT Service: Information and data communication technology department of Hotelschool The Hague;
- e. user: the employee, student or third party who makes use of the ICT facilities;
- f. ICT facilities: the computer, software programs, printing, email, network and data storage facilities provided by or on behalf of Hotelschool The Hague, and all associated equipment, including the connection to other networks, as well as 'Bring your own device' and the fixed and mobile telephone infrastructure;
- g. report: a written (including electronic) notification concerning wrongful or unlawful use of the ICT facilities by the user;
- h. abuse: use of the ICT facilities in breach of the rules (of conduct) laid down in this regulation, regardless of whether this occurred in a moderate or severe form;
- i. student: one who is enrolled at Hotelschool The Hague as a student;
- j. user code: the combination of a user name (log-in name) and associated means of authentication in the form of a password necessary to log on the ICT Facilities of Hotelschool The Hague;
- k. employee: one with a permanent or temporary employment relationship with Hotelschool The Hague.

### **Article 2**     Scope of regulation

1. Everyone who makes use of the Hotelschool The Hague ICT facilities in the

interests of education, research and/or general operations, shall comply with the rules (of conduct) stipulated in this regulation by or on behalf of the Board of Directors.

2. In principle, the use of ICT facilities is only permitted when it is at the service of the education, research and/or general operations.

3. Sending emails, making use of the internet, or making telephone calls in a private capacity is allowed within the limits of performing as a good employee as long as it does not cause any disruption to the daily activities and to the computer network.

4. With regard to the use of ICT facilities, a responsible and professional attitude is expected of all users, which shall in any case include:

- a. willingness to be called to account for a responsible use of ICT facilities;
- b. dealing responsibly with the need for access to ICT facilities of fellow-users;
- c. taking into account the HOSPITALITY values of Hotelschool The Hague in the use of and communication through the ICT facilities;
- d. dealing responsibly with the privacy of others as well as preventing material and immaterial damage to Hotelschool The Hague or others in any form whatsoever;
- e. achieving responsibility for proper use; the use of Hotelschool The Hague ICT facilities is a facility, not a personal right.

### **Article 3**     Authorisation to use ICT facilities

1. Use of the ICT facilities is restricted to those issued with a user code by Hotelschool The Hague. The user code is strictly personal.
2. A Hotelschool The Hague email address is issued to students and employees. The mailbox with (saved) email messages is managed by the user, in which connection a limit can be imposed on the capacity of the mailbox by or on behalf of the Board of Directors.
3. The user may not allow third parties to make use of the ICT facilities extended by Hotelschool The Hague.
4. The user is responsible at all times for any (and every) activity carried out under his (or her) user code when using the Hotelschool The Hague ICT facilities.

### **Article 4**     General code of conduct for use of ICT facilities

1. The user does not cause undue hindrance to other users of the ICT facilities within or outside Hotelschool The Hague, and prevents causing material or immaterial damage to Hotelschool The Hague, users or others.
2. The user shall refrain from accessing, consulting, requesting, using information or software which is in any shape or form violent, insulting, discriminating, racist or profane, unless there is a specific reason for doing so such as, for example, in the interests of education or research. The use of the ICT facilities for any form of pornography or promotion of pornography is prohibited.
3. The user is not allowed to cause undue burden, impede or cause damage to the ICT facilities. Breaking or cracking a security code is not permitted. Work stations may only be moved by employees of the ICT Service or the facilities service.
4. Users are not allowed to occupy the ICT facilities unnecessarily. This means not only keeping ICT facilities occupied when the user is not physically present, but also

the use of ICT facilities for other purposes than those described in article 2.

5. Users are not allowed to leave the ICT facilities unattended in such a manner that others are given the opportunity to abuse the facilities.

6. The user is not allowed to make use of the facilities by applying any software other than that installed by the ICT Service of Hotelschool The Hague. Users may not independently install applications and other software unless permission has been given in that respect by the ICT Service.

7. The user is prohibited from using an external storage medium containing software which is not intended for support of the education of the student or activities of the employee, or which can endanger the functioning of the network and the other computer facilities.

8. Playing games on work stations is not permitted.

#### **Article 5**     Rules for email use

1. The users of email shall abide by the rules applicable in ordinary society to the use of regular mail, including confidentiality of correspondence and mail.

2. The user observes the general standards of decency and refrains from insulting, swearing or the use of other offensive language in email traffic.

3. The use of email by the user for commercial purposes is not allowed.

4. The user only sends emails to persons and bodies from whom it can be expected that they will not find them objectionable and are not caused harm by them.

5. The user is expected to report objectionable and insulting messages or messages without a sender to the service desk; servicedesk@hotelschool.nl. The service desk will then take the steps required to prevent recurrence.

6. Users are not allowed to gain access to email messages of other users.

7. It is not allowed, unless expressly permitted by authorised management, to send email messages to more than 50 addresses at a time.

8. Sending private emails is allowed to a certain extent within the limits of performing as a good employee, as long as it is not disruptive to daily activities and to the computer network.

#### **Article 6**     Rules for internet use

1. Development of the following activities on the internet is not allowed:

- a. Playing or downloading games via internet;
- b. Obtaining money for personal gain, such as participating in games of chance and gambling;
- c. Visiting, watching and downloading sites that contain pornographic, racist, discriminating, insulting or shocking material, unless this is expressly called for by the education situation;
- d. The conduct of activities with a commercial private goal;
- e. Visiting non-education related or non-business related chat rooms, shops and internet forums;
- f. Gaining unauthorised access to non-public sources of the Hotelschool or any other organisation;
- g. Downloading software and applications, unless prior written permission has been granted to the user by the authorised management. This is subject to

compliance with the applicable rights and possible licensing charges having been paid.

2. Use of the internet in a private capacity is allowed to a certain extent within the limits of performing as a good employee, as long as it is not disruptive to daily activities and to the computer network.

#### **Article 7**     Rules for software use

1. The user complies with the generally applicable rules on copyright.

2. The user does not make copies of software and/or software documentation for which Hotelschool The Hague is the licence holder or licence issuer, without prior written permission by the thereto authorised management.

3. Users are allowed to install on their private PC (for a modest charge) software for which Hotelschool The Hague has signed a licensing agreement with regard to the use of that software for students and employees. The user may install this software exclusively for personal use.

4. Use of the software mentioned in 7.3 is restricted to the user and is only valid for as long as the user is enrolled at or employed by Hotelschool The Hague.

5. A student does not make copies of software or software documentation which has been produced by employees of the Hotelschool or by fellow-students within the framework of their appointment or study respectively, without prior written permission by the thereto authorised management.

#### **Article 8**     Rules for web lectures

1. Web lectures include: recordings of a presentation, a lecture, a reading, a workshop which is attended by means of streaming from a web browser. The recording can comprise two components: a recording of the speaker with image and sound, and the part which is presented by the speaker via the overhead projector.

2. Prior to the start of a series of lectures, the manager responsible specifically requests permission from the lecturer to make video recordings. The permission covers all web lectures of a specific course for a full course year, unless otherwise agreed and laid down in writing. Hotelschool The Hague is the owner of the recording copyright.

3. The video recordings may only be edited in order to technically enable the making of a user-friendly publication. Other forms of editing which cause changes in the character of the web lecture and the context of the publication are not allowed.

4. Video recordings may only be made by thereto authorised persons employed by/on behalf of the ICT Service of Hotelschool The Hague.

5. Students are therefore prohibited from making their own video or film recordings of (parts of) lectures.

6. The web lectures are accessible to students and employees of Hotelschool The Hague. Therefore, the web lectures are only posted on a secure intranet environment. If the web lecture forms part of a course, the (link to) the web lecture is posted on the appropriate course site. Posting lectures on the internet is not allowed.

7. The web lectures will be saved until a maximum of two years after the end of the particular course. The objective of this is to allow the students to re-visit the web lectures in preparation for the (re-) assessment.
8. The lecturer is entitled to subsequently not allow publication of the web lectures, should it emerge that the web lecture content does not meet the required quality demands or when his/her portrait right is breached. The images will then be destroyed by Hotelschool The Hague or rendered anonymous in such a way that tracing is reasonably impossible.
9. Hotelschool The Hague takes appropriate technical and organisational measures to prevent unlawful processing of personal details in connection with the web lectures. These measures guarantee – taking into account the technological state of the art and the cost of implementation – an appropriate security level in relation to the processing and the nature of the data to be protected.

### **Article 9**    Telephony

1. Under certain circumstances, Hotelschool The Hague can provide a user with a (mobile) telephone. The use of the telephone is offered within the context of attending a training programme or a course, or in support of operations. Every telephone (with the exception of a number of mobile telephones) is directly reachable internally and externally through the reception desk during the opening hours of the Hotelschool. Every telephone has a voicemail option with the possibility for the user(s) to leave a message.
2. The user complies with the following rules for the use of a mobile phone:
  - a. Users are not allowed to use the Hotelschool telephone for:
    - obtaining money for personal gain;
    - conducting activities with a commercial personal objective;
    - playing games;
    - calling service numbers which bear charges, unless this is necessary in the context of the employment;
  - b. Telephoning for private purposes is allowed to a certain extent, within the limits of performing as a good employee, as long as it is not disruptive to daily activities.

### **Article 10**    Liability

1. Damage to or loss of the ICT facilities (equipment and/or software) as a result of deliberate and/or incompetent actions of the user, will be recouped from the user by Hotelschool The Hague. These include the following actions:
  - a. to misuse information from databases and/or to manipulate such information;
  - b. to send, post, make available through hyperlinks or otherwise disclose messages or notifications of which the content can be considered shocking, immoral, discriminating, inflammatory, defamatory, insulting, offensive, improper or otherwise contrary to public order and accepted principles of morality;
  - c. to send, post, make available through hyperlinks or otherwise disclose unsolicited messages, of which the user knows, or could or should have

- known, that said messages are not for the benefit of the recipient(s), nor carried out within the framework of the study or the exercise of the function;
- d. to deliberately send, post, make available through hyperlinks or otherwise disclose messages or notifications of which the user knows, or could or should have known, that its contents are incorrect;
  - e. to send, post, make available through hyperlinks or otherwise disclose chain letters, advertising messages and comparable messages.
2. Hotelschool The Hague excludes all liability for damage resulting from the use of the ICT facilities.
  3. Hotelschool The Hague excludes all liability for the quality and availability of the ICT facilities or the information disseminated through that channel.
  4. The user indemnifies Hotelschool The Hague from claims, bases on the action of the user, by third parties based on infringement of their rights.

#### **Article 11** Instructions

1. If it is found that the ICT facilities are not used for the benefit of the user's education or function, or that the user causes nuisance to third parties or to Hotelschool The Hague, the user must immediately cease to make use of the ICT facilities.
2. If requested by the competent authority, students must be able to show their student card (smartcard).  
Users other than students must be able to identify themselves on request.
3. Anyone unable to show a valid identification will be requested to immediately cease the use of the ICT facilities and to leave the premises of Hotelschool The Hague.
4. The user should behave responsibly in respect of his/her user code and email address, and should store these with care.

#### **Article 12** Procedure in case of abuse and violation

1. Abuse of Hotelschool The Hague ICT facilities and violation of the rules as stipulated in this regulation will be reported to the Service Desk.
2. Abuse and violation can be notified to the Service Desk in person, by telephone, by regular mail or by email ([servicedesk@hotelschool.nl](mailto:servicedesk@hotelschool.nl)).
3. The Service Desk registers the notification and reports the notification to the manager without delay.

#### **Article 13** Manager ICT facilities

1. The manager is responsible for the investigation of a report on account of this regulation and for providing an opinion on possible measures to be taken by the Board of Directors. In addition, in case of presumption of abuse or infringement of this regulation, the manager is authorised to start an investigation without notification.
2. General checks of ICT facilities will be carried out by Hotelschool The Hague in such a way that this does not prejudice the applicable privacy regulations. The purpose of the general controls is to prevent management and capacity problems, and to monitor abuse of the network.
3. When appropriate, the manager may request ICT Service or an external expert



to investigate the nature and scale of the abuse identified. Monitoring of email traffic, internet use and telephony will only take place if considered justified. This applies in cases of protection of business secrets, prevention of negative publicity, and cost and capacity management. If there are strong indications that a student, a group of students, an employee or a group of employees are violating the code of conduct for the use of ICT facilities, specific checks may be carried out over a fixed period of time, with prior approval of the responsible management. The data in question will be saved as long as necessary in the context of further investigation and possible measures to be taken against the user.

4. The manager is authorised to do all that is necessary to prevent harmful effects of abuse and violation, in which connection he may take provisional measures as referred to in article 14 for the duration of the investigation. The manager will notify the Board of Directors of the provisional measures taken.

5. The user under investigation shall be heard by the manager. A report will be made of the hearing.

6. Pursuant to the hearing and the investigation, the manager will issue an opinion to the Board of Directors within four weeks from the start of the investigation, with a proposal for appropriate measures, depending on the gravity of the abuse.

#### **Article 14** Provisional Measures

1. On behalf of the Board of Directors, the manager may take one or more of the provisional measures set out below against the user whose conduct is in breach of the provisions specified in this regulation, as well as against the person through whose user code and/or email address the violation of this regulation took place:

- a. immediate denial of access to and/or use of ICT facilities and/or use of the user code and/or email address;
- b. immediate removal or blocking of information.

2. The provisional measures taken will be effective until the Board of Directors has decided on the definitive measures to be taken.

#### **Article 15** Measures against students

1. Against the student whose conduct is in breach of the provisions specified in this regulation, as well as against the person through whose user code and/or email address the violation of this regulation took place, the Board of Directors may take one or more of the following measures and/or impose sanctions:

- a. the conditional or unconditional denial of access to and/or use of the facilities and/or the provisions and/or use of the user code and/or email address, and/or conditional, unconditional or definitive denial of access to the buildings and grounds of Hotelschool The Hague;
- b. the immediate removal or blocking of information. In taking this measure, other information of the user may also be removed or blocked;
- c. reporting an offence to the police;
- d. if a third party satisfactorily establishes that his/her rights have been violated, the identity of the student may be disclosed to this third party.

2. The decision to temporarily or definitively deny access may apply to all or part of the buildings, grounds or other provisions, taking into account the terms set out in

the house regulations.

3. Within a reasonable time, the student will be informed in writing of the decision to take measures as referred to in the first paragraph. The decision will state the reasons on which it is based.

4. Conditional denial

a. A conditional denial as referred to in the first paragraph, under a, applies for a period of not more than twelve months. Conditions may be attached to the use of the facilities and provisions, as well as to the access to the buildings, grounds and other provisions of Hotelschool The Hague. These conditions will be included in the decision;

b. Failure to comply with the conditions will result in the immediate unequivocal denial;

c. After the end of each period of the conditional denial, the student may again be conditionally denied access for a period of not more than twelve months.

5. Unconditional denial

a. An unconditional denial as referred to in the first paragraph, under a, applies for a period of not more than twelve months. The student is denied access to all the buildings and grounds of Hotelschool The Hague;

b. An unconditional and a conditional denial may be combined, provided that a period of twelve months is not exceeded;

c. After the end of each period of unconditional denial, the student may again be unconditionally denied access for a period of not more than twelve months.

6. Definitive denial

a. A definitive denial as referred to in the first paragraph, under a, means that the student is definitively denied access to the buildings and grounds of Hotelschool The Hague, and that the enrolment of the student is terminated;

b. This measure can only be imposed in a case of very serious misconduct, and if a student after the previous imposition of measures again acts or continues to act in violation of this regulation or of other house regulations of Hotelschool The Hague.

#### **Article 16** Measures against employees

1. With regard to the employees of Hotelschool The Hague, the provisions of the Collective Labour Agreement (CAO) for higher professional education apply in full, and the disciplinary measures referred to in Chapters P and Q of said CAO can be taken by the Board of Directors, or measures stipulated in Chapter 7 of the Dutch Civil Code.

2. The employee will be informed in writing by the Board of Directors of the decision to take measures as referred to in the first paragraph, or the intention of doing so, stating the reasons on which the decision is based.

#### **Article 17** Measures against third parties

1. The Board of Directors may on the basis of this regulation take measures against persons who are not students or employees of Hotelschool The Hague.

2. The provisions of articles 14 to 16 shall apply mutatis mutandis.

#### **Article 18** Copyright

The rules of copyright also apply to information supplied and/or distributed using the ICT facilities. If information is supplied against the copyright rules ICT Service has the right to remove the information immediately and without stating reasons.

**Article 19** Objections

1. The student and the other user may object to the measure taken against them by lodging an objection to Legal Protection within 6 weeks after the decision has been taken. This procedure is set out in Chapter 9 of the Student Charter.
2. The employee may follow the legal protection procedure in accordance with the provisions of the CAO for higher professional education.

**Article 20** Status regulation

This regulation sets out detailed conditions for the use of the Hotelschool The Hague ICT facilities.

**Article 21** Entry into force

This regulation enters into force on 1 June 2015.

## Appendix 9

### CAMERA SURVEILLANCE REGULATIONS HOTELSCHOOL THE HAGUE

#### Article 1. Definitions

For the purpose of these regulations the following is understood as:

**Image Information:** the camera images obtained by means of the camera surveillance.

**Administrator:** the persons designated by the Board of Directors responsible for the installation and connection of (concealed) cameras and watching and recording image information as well as administering the files;

**File:** each and every structured whole of personal data that is accessible and related to persons;

**Person concerned:** the person to whom personal data are related.

**Camera Surveillance:** surveillance with the help of cameras or other present and/or future equipment with which surveillance can be exercised by creating recordings;

**Board of Directors:** the institutional board of Hotelschool The Hague;

**Personal Data:** any and all data that can provide information about an identified or identifiable natural person;

**Server Room:** the room where the server is located on which the recorded camera images are registered;

**Processing:** each and every act or whole of acts with regard to personal data, in any case including the collection, recording, sorting, retention, retrieval, consultation, use, supply, collection, correlation as well as the protection, deletion or destruction of data;

**PDPA Exemption Decree:** decree regarding designation of processing acts of personal data that are exempted from notification within the meaning of section 27 of the Dutch Personal Data Protection Act;

**PDPA** Dutch Personal Data Protection Act.

#### Article 2. Objective, purview and scope of the camera surveillance

1. The Camera Surveillance of Hotelschool The Hague has the following objective:

- a. the protection of the safety and health of employees, students and visitors of Hotelschool The Hague;
- b. the security of the access to buildings and premises;
- c. the monitoring of goods that are present in the buildings or at the premises;
- d. the recording of incidents.

2. No data other than the following data are processed:

- a. Image Information of the buildings and premises and persons and goods present there that fall under the care of the Board of Directors;
- b. and data with regard to the time, the date and the place where the recordings were created.

3. These regulations are applicable to the persons who are responsible for activities with regard to Camera Surveillance and are related to any and all persons concerned who are present in the buildings or at the premises of Hotelschool The Hague.

4. These regulations are related to the Camera Surveillance with which Image Information is recorded. Cameras that are used for the recording of lectures and/or video-conferencing fall outside the scope of these regulations.

5. It is not allowed to place cameras in areas where persons should be undisturbed, e.g. in the toilets, showers and changing rooms.

### **Article 3. Duties and responsibilities**

1. The Board of Directors provides for the processing of Personal Data and consequently for the Camera Surveillance.
2. The Director of Operations is on behalf of the Board of Directors responsible for the Camera Surveillance and delegated this to the Administrator per campus. If the Administrator per campus is absent then the Director of Operations acts as the Administrator. The Board of Directors reserves the right to take decisions regarding concealed Camera Surveillance.
3. The Administrators are authorised to operate the equipment used for the Camera Surveillance. They handle the Image Information in a diligent manner, in particular with regard to the personal privacy. They must sign a confidentiality agreement.
4. With consent of the Administrator third parties can operate the camera equipment within the framework of maintaining and keeping the same up to date. They must sign a confidentiality agreement.
5. The Administrator monitors that a logbook is kept of the actually performed Camera Surveillance.

### **Article 4. The installation of cameras**

1. The Administrator decides on the installation of cameras authorised for this purpose by the Director of Operations.
2. In case of punishable offences, or if good grounds occur to fear punishable offences, the Board of Directors may, after consultation with the Administrator and the HR Manager, decide to install a concealed camera.
3. If concealed cameras are used at the workplace then there must be question of a reasonable suspicion in respect of one or more employees. Concealed Camera Surveillance is justified if all other resources were exhausted. Condition in this respect is that the relevant employees were informed what conduct is not tolerated and were warned that the said conduct is sanctioned.

### **Article 5. Security**

The Administrator provides appropriate technical and organisational measures to secure the Personal Data against loss or to avoid any form of unlawful processing of Personal Data.

### **Article 6. Rights of the recorded person**

1. The Image Information is exclusively used for the objectives of the Camera Surveillance.
2. The Camera Surveillance is communicated by means of signs or stickers at the entrance of the premises or buildings of Hotelschool The Hague and at specific locations in the buildings where Camera Surveillance applies.
3. The Image Information is retained for a maximum of four weeks after which the information is overwritten.
4. In derogation from the previous paragraph Image Information related to an observed Incident can be retained until the investigation or handling of the Incident has been concluded.
5. The retention of Image Information further to an Incident is always reported to the Director of Operations and is also recorded in the logbook as intended in article 3 paragraph 5.
6. Each and every person concerned is entitled to inspect the Personal Data recorded about him if they are retained for a period longer than the period as intended in paragraphs 3 and 4.

### **Article 7. Release of Image Information**

1. Image Information is released when requested by the police or the Public Prosecution Service on the basis of a legal principle.

2. This request must be submitted to the Administrator. The Administrator informs the Director of Operations of a submitted request. A request is recorded in the logbook as intended in article 3 paragraph 5.
3. The police officer or the Public Prosecutor must in advance provide proof of identity to the Administrator.
4. The Image Information is supplied via a digital medium that is marked and registered by the Administrator.
5. The police officer or the Public Prosecutor must sign for receipt of the Image Information. The confirmation of receipt is added to the report.

#### **Article 8. Provision of insight into Image Information**

1. The release of Image Information to third parties other than the police or the Public Prosecution Service only takes place if this is compatible with the objective of the Camera Surveillance and only in consideration of the provisions laid down in the Dutch Personal Data Protection Act.
2. A relevant request must be submitted in writing to the Director of Operations.
3. The Director of Operations decides, after weighing the interests, on the request as soon as possible however at the latest within four weeks.
4. The insight into the Image Material takes place in the presence of the Administrator or an Authorised Employee.
5. The person making the request must in advance provide proof of identity to the Administrator.
6. The persons who obtain insight into Image Material sign a declaration of insight that is added to the quarterly report.

#### **Article 9. Reporting and report**

1. Each and every observed particularity or irregularity is immediately reported to the Administrator.
2. Each quarter a report is submitted to the Board of Directors regarding incidents, the findings and the consultation of the material.
3. The information required for this report is collected by the Administrators per campus.

#### **Article 10. Complaints**

1. Complaints about the application of the camera system and about the conduct of the employees involved in the Camera Surveillance are submitted in writing to the Board of Directors.
2. The Board of Directors shall react to a complaint submitted in writing within 6 weeks after the date of receipt.

#### **Article 11. Sanctions**

1. In case of actions in violation of the interests of Hotelschool The Hague or the generally applicable norms and values the Director of Operations is informed.
2. Depending on the nature and the seriousness of the violation disciplinary measures and/or measures under employment law can be taken in respect of the persons concerned.
3. In case of unlawful actions a report is also filed with the police.

#### **Article 12. Notification of the Camera Surveillance with the Dutch DPA**

Hotelschool The Hague notifies the Camera Surveillance with the Dutch Data Protection Authority.

#### **Article 13. Manner of publication**

The regulations are published through publication on the website as also on the intranet of Hotelschool The Hague.

#### **Article 14. Role of participation council**

1. The staff delegation of the participation council is entitled to a right of consent with regard to the adoption and change of these regulations.
2. The student delegation of the participation council is entitled to a right to prior consultation with regard to the adoption and change of these regulations.

#### **Article 15. Closing provisions**

1. In instances not foreseen by these regulations the Board of Directors decides within the framework of the Dutch Personal Data Protection Act and after advice of the Administrator and the HR Manager.
2. These regulations are evaluated by the Board of Directors every three years and the outcome thereof is shared with the participation council.
3. These regulations can be referred to as the 'Camera Surveillance Regulations Hotelschool The Hague'.
4. These regulations were adopted by the Board of Directors on 30 January 2017 and take effect from 1 September 2017.

### **EXPLANATORY NOTES TO THE CAMERA SURVEILLANCE REGULATIONS HOTELSCHOOL THE HAGUE**

#### ***General***

Camera Surveillance takes place at the premises and in the buildings that fall under the responsibility of the Board of Directors of Hotelschool The Hague for the security of goods, buildings and persons. The digital recording of Image Information forms a processing act of Personal Data within the meaning of the Dutch Personal Data Protection Act (DPDA). Camera Surveillance may in some instances result in a breach of personal privacy. There must be a proper balance between Camera Surveillance and privacy protection of persons concerned. The Board of Directors provides for this with these regulations.

These regulations were adopted in order to establish for what objectives Camera Surveillance is used, what data are collected and recorded, who is authorised to use these data, how long data are retained and to whom the data can be released. Personal data, with privacy sensitive information, related to the use of Camera Surveillance are not retained longer than necessary, in consideration of the relevantly imposed periods in the Dutch Personal Data Protection Act and the Dutch Public Records Act. Image Information can only be watched in the thereto-designated areas.

These regulations are not applicable to areas within the buildings of the Hotelschool that are leased to third parties. Nor are these regulations applicable to the recordings of lectures and video conferences (for meetings or distance education). In these situations it is assumed that the persons concerned expressly agree with the use of their Personal Data.

The Board of Directors provides for compliance with the regulations and for the correctness of the collected data. The Board of Directors provides for appropriate technical and organisational measures to avoid loss or unlawful processing of Personal Data. These measures guarantee, taking the state of the art and the costs of the implementation into account, an appropriate level of security in consideration of the risks that the processing and the nature of the data to be protected bring about. Functionaries who on account of their position take note of Personal Data

from the File are held not to use the said data other than required for the performance of their position and not to communicate the said data to unauthorised parties.

Concealed cameras are basically not used within Hotelschool The Hague, however in exceptional circumstances (if there is a justified interest and if it is, despite all sorts of efforts, not possible to end an undesired situation) a concealed camera may be used as a last resort.

The Board of Directors intends to adopt an unambiguous policy for both campuses with regard to Camera Surveillance. Regarding article 10.24 of the Dutch Higher Education and Research Act the Board of Directors requires the prior consent of the employee delegation of the RAC with regard to the adoption of rules in the area of working conditions, which includes Camera Surveillance. The student delegation of the RAC is entitled to a right to prior advice with regard to these regulations.

### 1.1 Duties, Responsibilities and Authorities (DRA) Camera Surveillance:

Functionary	Duty	Responsible for	Performs	Authorised to
BoD	The competent authority of HTH	Processing of Personal Data and consequently for the Camera Surveillance	Assessment/evaluation of policy statement / requests	Approve policy statement / requests
		Concealed Camera Surveillance	Decision-making	Decide to use concealed Camera Surveillance
Director of Operations	Controller	Camera Surveillance	Management of the Administrator	Approve procurement for the benefit of Camera Surveillance
		Proper performance of camera system	Availability of resources / budget for realisation of Camera Surveillance	Approve budget to keep camera installation up to date
		Monitoring and improvement of camera protocol	Periodical assessment/evaluation of the Camera Surveillance	
Facility Manager / RD Manager	Administrator	Control and improvement of Camera Surveillance	Implementation of proposals for improvement from maintenance advice of third party	Approve proposals



Functionary	Duty	Responsible for	Performs	Authorised to
		Reporting	Maintenance of logbook for the benefit of (incident)reporting	Once every quarter
		Third-party performance (Hired security staff)	Supervision of third parties that watch images	Add persons to camera systems
		Third-party maintenance (technical maintenance company)	Supervision of maintenance and retention of images	Contract third parties