

# Debtor Protocol 2020-2021

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## DEBTOR PROTOCOL 2020 - 2021

- On issuing (digital) authorization, students give Erasmus University permission to direct debit the established tuition fee for the academic year 2020-2021 and give the institution permission to adjust the amount in the event of a change in circumstances. *(See explanatory note establishing tuition fees.)*
- Changes in the rate are communicated to the student in a message via Studielink.
- If the student is not the account holder of the account in respect of which the direct debit order has been issued, then he or she will notify the account holder about changes in the tuition fee rate/debit amounts.
- By confirming the (digital) authorization, the student enters into a payment obligation for the amount due and agrees to the terms and conditions of payment.

*(See explanatory notes terms and conditions of payment.)*

### Establishing tuition fees

- The amount of the tuition fee is established by the Dutch Minister of Education, Culture and Science (statutory tuition fee and a maximum tuition fee for small-scale and intensive education) and the Executive Board (the institution's tuition fee and tuition fee for small-scale and intensive education) each year.
- The amount that an individual student owes depends on his or her enrolment, education and personal situation (nationality, resident status, degrees already obtained).
- Nationality is determined by the registration in the municipal personal records database (GBA). If a student has more than one nationality, he or she should communicate this in the enrolment application.
- The institution's tuition fee applies to students as described in Article 7.46 of the Higher Education and Scientific Research Act (WHW) and is established each year and can be found in the 'Regeling instellingscollegegeld, collegegeld deeltijdse opleidingen en examengeld' (Regulations for institution's tuition fee, part-time tuition fee and examination fee).
- The tuition fee owed is established on grounds of the details known to the university at the time the request for enrolment or re-enrolment is made (via Studielink). If it later emerges that the tuition fee has been established on the grounds of incorrect or incomplete details or details that have changed at a later date, the university reserves the right to correct the tuition fee being charged.
- If the student disagrees with the changed fee, the student can file an objection with the Executive Board, addressed to the Enrolment, Deregistration and Funding team. This can

be done by sending an e-mail to [edf.es@eur.nl](mailto:edf.es@eur.nl). Filing an objection does not exempt the student from the obligation to pay the established amount within the relevant term. If, further to the objection, the amount due is lower than the amount established, the student will be reimbursed for the difference.

- the Dutch government has halved the tuition fees for first-year students in higher education. For more recent information please refer to below link:  
<https://www.government.nl/topics/secondary-vocational-education-mbo-and-higher-education/plan-to-halve-higher-education-tuition-fees>

### **Terms and conditions of payment**

1. on grounds of Article 7.37 of the WHW, the student is obliged to pay the full tuition fee or to issue an authorization; on failure to do so, Erasmus University will be unable to enroll the student.
2. the SEPA conditions apply to the authorization issued by the student. Information regarding SEPA Direct Debit can be found on your bank's website.
3. Erasmus University enables the tuition fee to be paid by another person than the student himself/herself; however, the student himself/herself remains responsible for fulfilling the payment obligation.
4. the amount will be direct debited as a once-only amount or in 5 instalments, depending on the student's choice. Administration costs amounting to € 24 will be charged if the option to pay in instalments is chosen.
5. the account cannot be closed until the claim has been paid in full (or until a change of bank account has been communicated in writing to the Tuition Fee Office, email [tfo.fin@eur.nl](mailto:tfo.fin@eur.nl) or Studielink).
6. in the event of failure to pay, the claim will be referred to a third party for collection and any extra costs involved will be charged to the student.
7. the authorization issued is also the notice as described in the SEPA Direct Debit guidelines.
8. on the grounds of Article 7.42 of the WHW, Erasmus University is entitled to refuse to enroll a student with payment arrears and/or to terminate the student's enrolment.
9. in case of any outstanding debt of tuition fee by the end of the study year (31 August), a student cannot apply for enrolment for the next study year before fulfilment of their obligation to full payment of this outstanding debt. Nor will a diploma be handed over after graduation before full payment of debt is received.
10. any payment done will be booked against the oldest outstanding amount/instalment of the tuition fee. (Except when the claim is referred to a third party for collection).

Termination of the enrolment does not exempt the student from his or her obligation to pay; the tuition fees owed must be paid at all times.

## **Direct debit**

### **One-off direct debit**

The one-off direct debit occurs on **25 September 2020**.

If the authorization has not been submitted at least 10 days before the direct debit date, the direct debit will take place on the first subsequent direct debit date as stipulated under direct debit in instalments.

### **Payment by direct debit in instalments**

The direct debit dates for payment in instalments will take place on or around:

<b>Direct debit dates 2020</b>	<b>Direct debit dates 2021</b>
25 September 2020	25 January 2021
25 November 2020	25 March 2021
	25 May 2021

**\*The first instalment includes a € 24 administration fee.**

Direct debits in respect of tuition fees for programs that start later will take place as of the first following direct debit date in accordance with the direct debit dates for payment in instalments.

*Please note: there is a different deadline applicable for non-EEA students, who have to apply for an entry visa and/or residence permit*

### **Payment arrears procedure**

#### **If the direct debit is unsuccessful:**

- The student is and shall remain responsible himself/herself for paying the amount owed.
- The student will receive a 1<sup>st</sup> payment reminder sent to his/her email address stated in Studielink. He/she will be given a further opportunity to pay the amount due **within 15 days from the date of the e-mail**. This e-mail is also the official WIK letter, in which the possible consequences of non-compliance with payment obligations are mentioned.

**If the amount due is not paid in full after receipt of the 1<sup>st</sup> payment reminder:**

- The claim will be increased with a statutory minimum of € 40 for collection costs.
- The student will receive a 2<sup>nd</sup> payment reminder requesting him/her to pay the outstanding amount within 7 days from the date of the e-mail using the payment link (via email) or by transferring the amount him/herself.
- The ERNA account (access to systems and e-mail) and the student card will both be blocked.

**If the amount due is still not paid in full after receipt of the 2<sup>nd</sup> payment reminder:**

- The option to pay in instalments expires, after which the total tuition fee due for the entire academic year will become immediately due and payable without further notice.
- The entire claim, including the collection costs that have already been charged, will be referred to a debt collection agency.
- The total judicial and extrajudicial collection costs and the VAT due in respect thereof will become fully payable by the student. This means that the actual collection costs may be higher than the collection costs of €40 that were charged initially.
- We will be obliged to disclose the student's personal data to a debt collection agency, bailiff or possibly a lawyer

**Cancelling enrolment**

The academic year commences on 1 September and ends on 31 August of the subsequent year.

It is the student's responsibility to cancel his or her enrolment via Studielink if the student wishes to **stop** studying at Erasmus University Rotterdam during the academic year.

If the student **graduates** during the academic year, the student's enrolment will not be automatically cancelled. It is also the student's responsibility after graduation to cancel his or her enrolment in case the student cancels studying at Erasmus University Rotterdam during the academic year.

**If a student fails to cancel his or her enrolment when he or she either cancels studying or graduates, he or she will remain enrolled and legally obliged to pay the tuition fee until the end of the academic year.**

More information on terminating enrolment can be found here:

<https://www.eur.nl/en/education/practical-matters/registration/terminating-enrolment>

## Reimbursement

If a student is eligible for a reimbursement (for example due to a request for disenrollment, etc.), the following procedure takes place :

1. Erasmus University persists a **processing term of between 4 and 10 weeks** for the repayment of any excess tuition fees paid.
2. The processing term partly depends on the reverse entry term applied by the bank for SEPA Direct Debits.
3. Any outstanding amounts or claims referred to a collection agency will be deducted from the amount to be reimbursed.
4. Reimbursement can only be made to the account number from which the payment originated, or to the account from which the direct debit was made.
5. There will be no reimbursement if the request for cancellation of the enrolment is effective on 1 July or 1 August.