



**Noroff**  
School of technology  
and digital media

# STUDY CONTRACT



# Study Contract - Noroff Fagskole AS

## 1 Binding contract

- 1.1 The contract is binding from when the student accepts the study offer provided through Noroff Fagskole's website. In addition to this contract, the programme description and course description governs what is included in the agreement. Reference is also made to Noroff Fagskole's current regulations and guidelines, which shall be considered an integral part of this contract.

Where the admission decision includes conditions, the terms of the contract also apply until the conditions are met.

- 1.2 **Right of withdrawal:** The student may, within 14 days from the contract being accepted, withdraw from the contract (in accordance with the Cancellation Act). However, the student will not receive a new right of withdrawal if the student is offered and signs an amended study contract during the same academic year, should the opportunity arise to change the study programme, study location, or study method.
- 1.3 When using the right of withdrawal, the "Withdrawal form for the purchase of goods and services that are not financial services", shall be used.

## 2 The responsibility of Noroff Fagskole

- 2.1 Noroff Fagskole shall deliver the education in accordance with the current programme and course descriptions for each study programme and single course.
- 2.2 Noroff Fagskole may make changes to the study offer where special circumstances indicate that changes are necessary in accordance with the regulations on higher vocational education (vocational school regulations). The applicable changes may be modifications to programme descriptions, course descriptions, and teaching, learning and assessment methods. Noroff Fagskole will notify and justify any major changes in the study programme to the student.
- 2.3 Noroff Fagskole reserves the right to cancel a study programme or single course if the first semester has not been initiated due to low participation or other reasons beyond Noroff Fagskole's control. In such cases, the student will receive a refund of all fees paid.
- 2.4 If Noroff Fagskole cancels the study offer due to low participation or other reasons beyond Noroff Fagskole's control, a notice of cancellation must be sent to the student as soon as possible and no later than 2 weeks before the start of the programme or single course.
- 2.5 In addition to this contract, Noroff Fagskole's rights and obligations are derived from applicable regulations and guidelines.

## 3 The responsibility of the student

- 3.1 The student is obliged to familiarize themselves with, keep up to date with and adhere to the information provided by Noroff Fagskole, including applicable regulations and guidelines.
- 3.2 The student is aware that Noroff Fagskole's formal communication channel for their studies is via the student e-mail. The student is therefore obliged to check their student e-mail regularly. Matters related to administration of study registration, start-up, invoicing, and payment will be communicated via the student's personal email.
- 3.3 It is the student's responsibility to inform and keep the study administration at Noroff Fagskole updated on its relevant personal information, particularly in the event of a change of name, social security- or D-number, personal email address, home address and other relevant contact details, to ensure that information from Noroff Fagskole reaches the student.

- 3.4 The student is aware that lessons may be held in the afternoon and evenings, and in some cases also on weekends.
- 3.5 If the student is expelled because of a breach of contract, regulations or other guidelines, cf. also section 7 below, the student will be refunded the paid tuition fee for the expulsion period.
- 3.6 If the student believes that a breach by Noroff Fagskole has occurred, it must give a written notification within a reasonable time period and no later than 8 weeks from when the student became aware or should have become aware of the breach.
- 3.7 Publication, distribution, and/or copying of study materials, recordings (sound or image) of deliveries/ learning activities, software, sensitive information, or any other information belonging to Noroff Fagskole or parties that Noroff Fagskole has an agreement with, is strictly prohibited unless written consent is obtained from the rights holder. This also applies to illegal downloading or sharing of data files using Noroff Fagskole's equipment and network.
- 3.8 Noroff Fagskole is authorised to document specific lectures, guidance, talks or other events to accommodate students who are absent or for subsequent viewing. The retention of these recordings is subject to the General Data Protection Regulations (GDPR) and the Personal Data Act and shall not be kept for longer than necessary for the purpose for which it was processed, and their usage is restricted to internal purposes only. In instances where a recording is deemed necessary by Noroff Fagskole, an announcement will be made prior, and consent can be obtained verbally or non-verbally.

## 4 Payment Obligations

- 4.1 The student is obliged to pay the registration fee and tuition fee for the standardized period for the relevant study or single course. The standardized period for each study is stated in the relevant programme or course description. The student must pay the tuition fee for the standardized period even if the study is completed in less time. Approved credit transfer and/or exemption from individual courses does not give the right to a reduction in the tuition fee.
- 4.2 The student's acceptance of a study place also includes acceptance of fees and any special charges, which are non-refundable. Any exemptions from the obligation to pay requires that the study administration at Noroff Fagskole has received a cancellation of the allocated study place in accordance with Section 5 of the Study Contract.
- 4.3 The registration fee covers the administrative costs associated with applying for and reserving a right to study. The registration fee is invoiced 14 days following acceptance of the offer (after the right of withdrawal has expired). The registration fee is not refunded after the withdrawal period has expired, unless Noroff Fagskole cancels a study offering.
- 4.4 The applicable tuition fee is included on Noroff Fagskole's website and is adjusted annually (i.e., year 2, 3, 4) in accordance with the Norwegian wage and price growth indices. In case of a change of study programme or single course, or extended study progression, fees will be adjusted in accordance with the current price list.
- 4.5 The tuition fee gives the student the right to instruction and participation in the study programme or single course where the student is admitted. Education is offered in accordance with the current study programme and course descriptions, and the completion of regular and deferred exams.
- 4.6 The tuition fee is invoiced at the beginning of each new semester with payment due by the 15<sup>th</sup> in the following month. Please see below key dates for further guidance:

Study Start	Invoice Date	Payment Due
August	August 31 <sup>st</sup>	September 15 <sup>th</sup>
October	October 31 <sup>st</sup>	November 15 <sup>th</sup>
January	January 31 <sup>st</sup>	February 15 <sup>th</sup>
March	March 31 <sup>st</sup>	April 15 <sup>th</sup>

If the tuition fee or other fees/charges are paid more than 14 days late, the student must pay interest in accordance with the 'Norwegian Act on Interest for Overdue Payments'. A reminder fee will be added in accordance with the rates specified in the 'Regulations for the Collection of Debt Act'. If the claim is not paid within 14 days after the late payment notice has been sent, the claim will be collected through legal debt collection services. A failure to pay the registration fee by the due date may result in the student losing its right to study.

- 4.7 Students are obliged to pay the semester fee to the Students' Association if they are affiliated with one. This fee is included in the tuition fee.
- 4.8 An additional fee will be charged for repeating a course, taking a new exam or a continuation exam in accordance with current rates.
- 4.9 Noroff Fagskole may, upon written application from the student, grant a payment deferment for a limited period if the student can document exceptional reasons which affect their ability to pay. This must be documented to the Noroff Fagskole administration prior to legal debt collection services involvement, meaning September 15<sup>th</sup> for August start-up, November 15<sup>th</sup> for October start-up, February 15<sup>th</sup> for January start-up, and April 15<sup>th</sup> for March start-up.

## 5 Termination and Study Interruption

- 5.1 Termination of the study contract must be notified to the study administration at Noroff Fagskole. The student is responsible for documenting that a termination notification has been provided. The student is therefore required to give the termination notice in writing. The study administration will provide a written confirmation upon receiving the termination notice.
- 5.2 The termination notice period for new students is the last day of the study-start month, meaning August 31<sup>st</sup>, October 31<sup>st</sup>, January 31<sup>st</sup>, or March 31<sup>st</sup>. Termination after these dates will result in students having to pay the full tuition fee and registration fee for the current semester.
- 5.3 The termination notice period for any new students to Noroff which fail to register and remain inactive or not reachable at study start-up is subject to sections 5.1, 5.2 and/ or 5.4 of the study contract. Termination after the dates regulated therein will result in students having to pay the full tuition fee and registration fee for the current semester.
- 5.4 The termination notice period for returning or continuing students is up to the last day of the month prior to a new semester start, meaning July 31<sup>st</sup> for August start-up, September 30<sup>th</sup> for October start-up, December 31<sup>st</sup> for January start-up, and February 28<sup>th</sup> for March start-up. Termination after these dates will result in students having to pay the full tuition fee for the new semester.
- 5.5 The registration fee is non-refundable even if the student terminates the study contract before the start of the semester.

- 5.6 In the event of a study interruption due to an unforeseen summons for military service, position in student political bodies or other exceptional reasons, the student has the right to temporarily postpone their studies, in accordance with Noroff Fagskole's applicable regulations and guidelines.
- 5.7 In the event of a study interruption due to an unforeseen and serious condition that makes further studies unreasonably burdensome, or impossible for the student, the student is only charged for the received months of education. When applying this clause, the burden of proof is on the student and the period must be specified and documented.

## **6 Noroff Fagskole's Non-Compliance**

- 6.1 The student can terminate the contract in the event of a material breach of contract by Noroff Fagskole, in accordance with Section 2 of the contract. If the termination is legitimate, Noroff Fagskole will refund the paid fees.
- 6.2 Any compensation claims will be regulated by the general principles of tort law.
- 6.3 Noroff Fagskole shall not be liable for any price reductions or damages in the event of breach of contract as a result of a force majeure event. Force majeure refers to external, extraordinary and, for the higher vocational school, unforeseeable events that interfere with, and prevent fulfilment of the contract and the study offer.
- 6.4 If Noroff Fagskole is in breach of contract due to a failure to deliver the agreed study programme or single course, Noroff Fagskole has the right to rectify. If the breach is not rectified, the student can claim a refund or terminate the contract.

## **7 Student's Non-Compliance**

- 7.1 Noroff Fagskole can terminate the contract in the event of a material breach by the student in accordance with the study contract, the 'Regulations relating to admissions, studies, and examinations at Noroff Fagskole AS' or the applicable guidelines of Noroff Fagskole.
- 7.2 If the contract is terminated due to breach of the student's payment obligations, the student may also be denied future study rights at Noroff Fagskole.
- 7.3 Prior written notice will be provided to the student in case of termination of contract by Noroff Fagskole.

## **8 Noroff Fagskole's Use of Student Work**

All rights associated with intellectual property shall always be in accordance with the 'IPR - guidelines for students at Noroff Fagskole. The guidelines are available on Noroff Fagskole's website.

## **9 Complaints**

- 9.1 Conflicts and disputes related to financial conditions and contractual issues shall be resolved through negotiations.
- 9.2 Terms and rights regarding complaint processing and information for Noroff Fagskole are in accordance with the study contract, the 'Regulations relating to admissions, studies, and examinations at Noroff Fagskole AS', the applicable guidelines of Noroff Fagskole, as well as the act relating to tertiary vocational education (The Vocational Education Act). In the event of a conflict between website content and applicable laws and regulations, the latter prevails.

## 10 Reservations and Jurisdiction

- 10.1 Noroff Fagskole reserves its right to correct any typographical errors in the study information, programme descriptions, course descriptions, or other information regarding the individual study programme or single course.
- 10.2 In the event of doubt or conflict in the interpretation of the content of the study contract, the Norwegian version takes precedence.
- 10.3 Kristiansand District Court has jurisdiction, unless the Act relating to mediation and procedure in civil disputes dictates otherwise.



Version	Author	Approved by	Informed	Date
1.0	Simon Bowen		Christian Scheel, Kjetil Iversen, Birgit Kjelsrud	02.11.2023
1.1	Simon Bowen		Tore Aas Johnsen, Christian Scheel, Kjetil Iversen, Birgit Kjelsrud	06.11.2023
1.2	Simon Bowen, Christian Scheel		Christian Scheel	10.11.2023
1.3	Simon Bowen, Tore Aas Johnsen		Aage Alexander Foss, Christian Scheel, Tore Aas Johnsen	14.11.2023
1.4	Thommessen		Simon Bowen, Christian Scheel, Tore Aas Johnsen	28.11.2023
1.5	Simon Bowen	Thommessen	Birgit Kjelsrud, Henrik Aagesen, Nina Bajraktarevic, Lotte Reiersen	05.12.2023
1.6	Thommessen	Tore Aas Johnsen		13.12.2023
1.7	Tore Aas Johnsen	Tore Aas Johnsen	Christian Scheel, Kjetil Iversen, Birgit Kjelsrud, Simon Bowen	16.05.2024
1.8	Birgit Wigstøl Kjelsrud		Christian Scheel, Aage Alexander Foss, Simon Bowen, Tore Aas Johnsen	31.10.2024