Emergency Fund Scheme for HZ

students HZ Foundation

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For information

The HZ Student Charter lays down the rights and obligations of students enrolled at the HZ University of Applied Sciences.

This Emergency Fund Scheme forms part of the Student Charter.

Article 1. Objective

- 1.1 The Emergency Fund for students of the HZ has as its objective to offer temporary financial support in special circumstances to students enrolled at the HZ University of Applied Sciences in the form of an interest-free loan.
- 1.2 The Board of Directors is responsible for the establishment of an Emergency Fund for students.

Article 2. Assessment grounds

- 2.1 A student may qualify for financial support if:
 - a. there is a circumstance out of the control of the applicant that necessitates an application for financial support to (partially) cover the costs of study and/or living expenses;
 - b. there are no alternative options available to bridge the financial problems, such as a private loan, a (welfare) benefit, an additional contribution from the parents, etc.;
 - c. the absence of financial support would inevitably lead to the termination of the study at the college.

Article 3. Form and duration of the provisions

- 3.1 The provision for a student who is temporarily experiencing financial hardship consists of an interest-free loan to be determined in consultation, provided that the maximum amount of the loan is € 2.500.
- 3.2 The financial capacity of the applicant is taken into account in determining the loan amount.
 The applicant is required to provide the necessary information for this purpose.
- 3.3 The provision applies the latest until the month in which the final exam has been successfully completed or in which the enrolment is otherwise terminated, on the understanding that the provision can be made for no longer than 6 months.

When determining the amount to be awarded, the NIBUD living standards serve as a guideline.

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Article 4. Procedure

- 4.1 Students who wish to apply for a provision must submit a substantiated written request to the student counsellor.
- 4.2 The student counsellor will send the request, along with his/her advice, as soon as possibility to the HZ Facility via email: <u>faciliteit@hz.nl</u> which will immediately forward the email to the Board of Directors. The Board of Directors can seek advice on the student's application.
- 4.3 The allocation of a provision within the meaning of Article 4 of this Scheme is made by a decision from the Board of Directors.
- 4.4 The Board of Directors shall issue a decision in respect of:
 - a. the awarding of (an entitlement to) financial support;
 - b. interim changes to or discontinuation of the financial support;
 - c. the establishment of a provision.
- 4.5 In the context of the performance of its task, the Board of Directors is authorized to:
 - a. draw up, or have drawn up, further guidelines with which an application/request for financial support must comply;
 - b. to obtain, or have obtained, further information concerning an application/request from the student counsellor, the designated contact person on behalf of the degree or, after obtaining written consent from the student, from the social worker;
 - c. to carry out, or have carried out, all control procedures it deems necessary for a correct assessment of an application.
- 4.6 The Board of Directors may hear the student involved and, if it deems this useful, to request additional documents.
- 4.7 The Board of Directors decides on the request for financial support within six weeks from the submission of the request, unless the application is incomplete or requires further investigation.

Article 5. Repayment of the interest-free loan

- 5.1 The debt will become immediately due and payable when the students terminates his or her enrolment at the institution.
- 5.2 If the student fails to fully comply with the agreed repayment schedule, the outstanding balance will become immediately due and payable, and the student will also owe the costs of collection of the claim.
- 5.3 The provision shall be provided only after the student agrees to the repayment schedule and has signed an IOU.
- 5.4 In the event of the student's death, the debt outstanding at that time shall be cancelled.
- 5.5 Repayment of the interest-free loan takes place in monthly instalments, commencing at the end of the first full month after termination of the agreement or (in the event of earlier departure from the degree) the first full month after termination of the enrolment, with the proviso that repayment of

the loan must take place within a maximum period of 12 months.¹

5.6 In deviation from the above, another repayment schedule (e.g. lump sum repayment) can also be agreed with the student.

Article 6. Recovery of unduly granted loans

- 6.1 If support is provided after the provision of incorrect information or after fraud, the Board of Directors can decide to:
 - a. cease the support;
 - b. withdraw the decision to grant support;
 - c. recover the support already paid.

Article 7. Appeal

7.1 The student can lodge a written and substantiated appeal against the decision of the Board of Directors within 6 weeks from the date of the decision, in accordance with the provisions of Article 7 of the HZ Profiling Fund Regulation (https://hz.nl/uploads/documents/Regelingen/EN/Financial-regulations/HZ-profiling-fund-regulations-20-10-2015.pdf)

Article 8. Reporting

8.1 The Board of Directors shall ensure that anonymous records of the scope and nature of the applications processed are kept annually.

Article 9. Confidentiality

9.1 Within the context of the protection of the privacy of a student who has submitted an application for financial support, HZ employees involved with the student's application are bound by confidentiality in respect of all matters they become aware of in their capacity as advisor for the Board of Directors.

Article 10. Hardship clause

10.1 The Board of Directors may deviate from the provisions of this scheme, if the strict application thereof would result in a considerable unfairness.

¹ This means, for a loan of respectively \notin 1,200 or \notin 2,400, the monthly instalment is respectively \notin 100 or \notin 200. This does not alter the fact that another (faster) repayment schedule is possible.

Article 11. Effective date

11.1 This scheme was determined by the Board of Directors and is reviewed annually.

Article 12. Closing provisions

12.1 In all instances not provided for by this scheme, the Board of Director decides.

Emergency Fund Loan Application Form

Loan number:

LOAN AGREEMENT HZ UNIVERSITY OF APPLIED SCIENCES

The undersigned: (hereinafter referred to as the Borrower)

Data of birth:

Residing at: Postcode and city of residence:

Phone number:

Enrolled at the **HZ UNIVERSITY OF APPLIED SCIENCES** Branch: Degree:

Student number:

Hereby declares to have received or that he/she will receive an interest-free loan from, and thus owe to, the HZ University of Applied Sciences, in the amount of: \in

Say (write in full):

- 1. The abovementioned amount shall be distributed to the borrower
 - as a lump sum on his/her bank account:
 - □ in 6 monthly instalments of: €

on bank account:

- 2. The borrower undertakes to repay the amount received as a loan from the lender in the following manner:
 - □ at once, starting on
 - in monthly instalments of € (description of the instalments) starting from the month and ending

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or – if the borrower terminates his/her enrolment before that date ... from the first month in which the borrower is no longer a student at the HZ University of Applied Sciences.

- 3. the Borrower is at all times entitled to repay the loan at an earlier time than described above.
- 4. All payments for the repayment of the amount received as loan must be made to bank account number NL..... of HZ, in Vlissingen, stating the name, student number and loan number.
- 5. The borrower undertakes to notify the lender about a change of address within 7 days.
- 6. If the borrower remains in default with respect to any provision of this agreement, the lender shall be entitled to immediately and without notice of default transfer the resulting claim for collection, at which point the borrower will owe to the lender the extrajudicial collection costs, which are determined between the parties at 15% of the amount transferred for recovery.

THUS DRAWN UP AND SIGNED IN: DATE:

Borrower name:

College Board of the HZ University of Applied Sciences,

.....

Signature

Signature

.....

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2018 Approved by the College Board on 10-07-2018