

Programme Terms and Conditions ArtEZ

Article 1: Definitions

- ArtEZ:** Stichting ArtEZ, listed in the commercial register of the Chamber of Commerce in Arnhem under number 09109756 and/or one or more of the colleges, institutes and/or partnership falling directly or indirectly under ArtEZ.
- Participant:** The person who has enrolled for Contract Education and/or a Preparatory Course provided by ArtEZ.
- Contract Education:** The provision of customised education to Participants, including continued and extra training, which education does not fall within the scope of the Higher Education and Scientific Research Act.
- Preparatory Course:** The provision of education to Participants in order for them to get to know or prepare them for the various study disciplines within ArtEZ.
- Programme:** The Contract Education or Preparatory Course provided by ArtEZ.
- Agreement:** The agreements laid down in writing between ArtEZ and the Participant, with regard to the provision of the Programme and related activities.
- Tuition Fees:** The amount that ArtEZ charges to the Participant for participation in a Programme.
- Cancellation:** The written cancellation of the Agreement to participate in a Programme by a Participant.
- Programme Material:** Documents, software and other material made available by ArtEZ to the Participant within the context of the Programme.

Article 2: Applicability

- 2.1 The Programme Terms and Conditions (hereinafter: "Terms and Conditions") are applicable to all offers, Agreements and services to be carried out by ArtEZ within the framework of the Programme.
- 2.2 If any provision of these Terms and Conditions is null and void or annulled, the other provisions of these Terms and Conditions shall remain in full force and ArtEZ and the Participant shall enter into consultation with the aim to agree new provisions to replace the invalid or annulled provisions. The objective and intent of the invalid or annulled provisions shall be taken into account here as far as possible.

Article 3: Formation of agreement

The Agreement is formed when ArtEZ has confirmed in writing receipt of the enrolment form filled in by the Participant for the Programme, which also includes by e-mail. The confirmation shall normally be sent to the Participant within a period of 14 calendar days. If the Participant has not received confirmation within this period, the application shall be considered to have been rejected.

Article 4: Tuition Fees

- 4.1 Unless agreed in writing to the contrary by ArtEZ and the Participant, the Tuition Fees shall in any event not include subsistence, such as lunch costs, dinner costs and hotel costs. In addition in any event costs of prescribed literature, examination costs and (external) examination fees, introduction costs and costs for excursions or external activities shall not be included in the Tuition Fees.
- 4.2 If the Participant enrolls for two or more Programme, he/she is obliged to pay the whole amount of Tuition Fees for each Programme.

Article 5: Payment

The full amount of Tuition Fees should be paid within thirty days after the invoice date. If payment is not made in good time, ArtEZ is entitled to refuse the Participant access to the Programme.

Article 6: Cancellation

- 6.1 A Programme should be cancelled no later than fifteen calendar days prior to the start date of the first activity of the Programme in question.

- 6.2 If the Programme is not cancelled in good time, therefore after expiry of the period of fifteen calendar days, the Participant may still proceed with Cancellation, however the Participant is then obliged to pay compensation for the reasonable wage that ArtEZ receives and the costs incurred by ArtEZ within this framework. As compensation the total Tuition Fees calculated in proportion to the duration of the Programme received are in any event considered reasonable. Within this framework the Programme period received means the period from the first activity of the Programme in question until the moment that the Agreement has been terminated by Cancellation, whether the Participant was actually present is not relevant here.
- 6.3 In the case of Cancellation in good time the Participant shall only owe administration costs amounting to EUR 25.00.
- 6.4 In the case of Cancellation within 14 calendar days prior to the start date of the first activity of the Programme in question, the Participant shall owe administration and expenses amounting to EUR 100.00.

Article 7: Intellectual property

The Participant is not permitted to use the Programme material for any purpose other than for the Programme in question. In addition, the Participant is not permitted to make the Programme material available to or to dispose of it to a third party.

Article 8: Liability

All (extra) contractual liability of ArtEZ and of its employees shall be limited to the amount that is paid out in the case in question under the liability insurance of ArtEZ including the amount of own risk.

Article 9: Force majeure

- 9.1 All obligations of ArtEZ to fulfil the Agreement shall be suspended for the period that fulfilment is not possible or not possible properly as the result of force majeure.
- 9.2 The term force majeure is used to refer to - but not exclusively - all circumstances over which ArtEZ is unable to exercise influence reasonably, irrespective of whether these were foreseeable at the time the Agreement was entered into, as the result of which the holding of a (part of a) Programme is wholly or partially and permanently or temporarily prevented.
- 9.3 As force majeure is considered in any event the circumstance that a lecturer is not able to participate in a (part of a) Programme, while ArtEZ has made an effort to find a replacement lecturer. In addition force majeure is used to mean in any event the circumstance that the

location in question is (partly) not available and ArtEZ has made an effort to find a replacement location.

- 9.4 If the situation of force majeure lasts for longer than two months, or it is clear to ArtEZ that the force majeure situation will not be lifted within six months, both the Participant and ArtEZ are competent to cancel the Agreement, without the parties being owed any compensation.

Article 10: Applicable law and competent court

- 10.1 Dutch law shall apply exclusively to all disputes arising from and relating to the Agreement between ArtEZ and the Participant.

- 10.2 All disputes arising from or related to the Agreement existing between ArtEZ and the Participant shall be brought before the competent court in Arnhem (the Netherlands), or the competent court in the place of residence of the Participant.