

Terms and Conditions Contract Education

Valid from 1 August 2025

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Introduction

These are ArtEZ's Terms and Conditions Contract Education. This document contains the rights and obligations that accompany participation in ArtEZ's Contract Education.

Article 1 Definitions

In these Terms and Conditions, the following terms have been written with a capital letter. These words are defined as follows:

Definitions	
ArtEZ	The ArtEZ Foundation.
Contract Education	Providing classes to Participants who do not fall under the scope of the Dutch Higher Education and Research Act (<i>Wet op het Hoger Onderwijs en Wetenschappelijk Onderzoek</i>). Contract Education includes training courses, refresher courses and courses aimed at introducing or preparing Participants for study programmes that fall within the scope of the Higher Education and Research Act. Pre-masters courses also fall under Contract Education.
Tuition Fees	The amount of money that ArtEZ charges a Participant for taking part in Contract Education.
Participant	Any person who has enrolled in Contract Education offered by ArtEZ.
Contract	A written and/or digital version of the agreements made between ArtEZ and the Participant about the provision of and participation in Contract Education courses and associated activities.
Terms and Conditions	Terms and Conditions Contract Education at ArtEZ.

Article 2 Applicability

These Terms and Conditions apply to all forms of education that fall under the definition of Contract Education. Courses in Contract Education offered by ArtEZ can be found at [ArtEZ.nl](https://www.artez.nl).

Article 3 Formation of the Agreement

1. Participants apply using the application form. ArtEZ usually sends the Participant an offer to enrol in Contract Education within a term of two academic weeks, excluding school holidays.
There may be admission requirements, depending on the specific type of Contract Education the Participant enrolls in.
2. If entrance requirements apply, ArtEZ usually sends the Participant an offer to enrol in Contract Education within a term of two academic weeks, excluding school holidays, following a decision on admission. The decision on admission also counts in such cases as a precondition for starting Contract Education.
3. The Contract is formed when the Participant accepts the offer to enrol in the specified type of Contract Education.
4. Participants who are minors will be asked at the time of enrolment for the permission of their legal guardians.

Article 4 Tuition Fees

1. Unless agreed otherwise by ArtEZ and the Participant, Tuition Fees solely allow access to and participation in Contract Education. Tuition Fees never include the costs of teaching materials, testing and examination fees, introduction costs, the costs of excursions or external activities or travel and accommodation costs. Depending on the type of Contract Education course the Participant has enrolled in, there may be charges for the costs of materials.
2. If a Participant enrolls in multiple courses or programmes in Contract Education, the Participant will have to pay the entire amount in Tuition Fees for each course or programme.

Article 5 Payment

1. Single payment
 - a. For Contract Education that is shorter than six months and/or costs less than €1000, the Participant will pay Tuition Fees in a single payment.
 - b. The Participant will pay the full amount of Tuition Fees due within 30 days of the invoice date. If the commencement date for the Contract Education course is within thirty days, Tuition Fees must be paid immediately.
 - c. If the Participant is in arrears with the payment, he/she will receive a first reminder with a request to pay the amount due within five days. If this does not prompt the desired response, the Participant will receive a second and last reminder with a request to pay the amount due within three days. The Education Office will be informed of the arrears. If payment is not received, the Participant will be disenrolled.
 - d. In the case of late payments, the Participant will be regarded as not enrolled.
2. Payment in instalments
 - a. For Contract Education with a time-to-completion of longer than six months and costs higher than €1000, ArtEZ offers the possibility of paying Tuition Fees in instalments.
 - b. Payment in instalments is only possible by means of direct debit from a bank account. In such cases, Tuition Fees will be increased by €24 for administration charges. The number of instalments will be equal to the duration in months of the Contract Education.
 - c. Payment in instalments will only be accepted by ArtEZ when payment authorisation, completely filled in and signed, has been received by the Financial Economic Affairs department.
 - d. If the Participant is in arrears with the payment, he/she will receive a first reminder with a request to pay the amount due within five days. If this does not prompt the desired response, the Participant will receive a second and last reminder with a request to pay the amount due within three days. The Education Office will be informed of the arrears. If payment is not received, the Participant will be disenrolled.

Article 6 Cancellation

- a. If a Participant cancels Contract Education a maximum of 35 calendar days before the starting date of the first activity of the relevant Contract Education course, the Participant will owe ArtEZ an amount equal to 20% of the Tuition Fees.
- b. If a Participant cancels Contract Education less than 35 calendar days before the starting date of the first activity of the relevant Contract Education course, the Participant will owe ArtEZ the full amount of the Tuition Fees.
- c. An exception to the foregoing at a) and b) will be made for Contract Education courses with a duration of more than two months. A notice of termination of two months from the date of the notice will then apply. Settlement of Tuition Fees takes place on the basis of the whole month, with a minimum of 20% of the full Tuition Fees owing.
- d. A cancellation must always be sent by email.

- e. The full amount in Tuition Fees must be paid for withdrawing from a course before completion.

Article 7 Certification

Depending on the type of Contract Education the Participant has enrolled in, a certificate of participation will be issued. A Participant must have attended at least 80% of the classes to receive a certificate of participation. A certificate is not a diploma within the meaning of Article 7:11 of the Higher Education and Research Act. No degrees will be conferred – such as associate degree, bachelor's degree or master's degree – as stated in Article 7:10(a) of the WHW.

Article 8 Formats of Contract Education and access to facilities

1. ArtEZ offers Contract Education in both physical and digital formats. If a course is offered at a physical location, but due to circumstances beyond ArtEZ's control it is not possible to go ahead, ArtEZ will endeavour to offer this course digitally, insofar as is possible for the course in question.
2. While enrolled in Contract Education, a Participant will have access to facilities that ArtEZ makes available for completing courses in Contract Education. The following, and others, fall under necessary facilities:
 - IT facilities
 - the ArtEZ Library
 - workshops and practice rooms
 - canteens and other recreation facilities
3. Participants are allowed to make use of the services of the external confidential councillors and the Complaints Committee for Undesirable Behaviour.

Article 9 Intellectual Property

Participants are not permitted to use course material for any other purpose than the relevant Contract Education course. Participants are also not permitted to make course material available to third parties or to sell it.

Article 10 ArtEZ's House Rules

ArtEZ's House Rules apply whenever the Participant is present in a building or on the premises of ArtEZ, or makes use of the ArtEZ facilities.

- a. Participants must not cause any indirect or direct damage to others present in buildings or on the ArtEZ premises, or others who are using the ArtEZ facilities.
- b. Participants must not violate the rights of third parties who are also present in a building or on the ArtEZ premises. Or those who are using the ArtEZ facilities.
- c. Participants must obey the law.
- d. Participants must act in a manner befitting generally accepted standards of behaviour regarding the person and property of others.
- e. Participants must follow the rules regarding use of the IT facilities. These can be found on the ArtEZ intranet.
- f. Participants must obey the Alcohol and Drug Protocol. This protocol can be found on the ArtEZ intranet.
- g. Additional house rules may apply at certain locations.

Article 11 Undesirable Behaviour

If a Participant experiences harassment, discrimination, intimidation, threats or violence, or is a witness to undesirable behaviour perpetrated against someone else, the Participant may seek help in all confidentiality from one of ArtEZ's external confidential councillors. More information about external confidential councillors can be found on the ArtEZ intranet.

The Participant can also submit a complaint to the ArtEZ Complaints Committee for Undesirable Behaviour. More information about the steps to take when encountering undesirable behaviour can be found on the ArtEZ intranet. The [Regulations on Complaints and Reporting Undesirable Behaviour](#) can be found here.

Article 12 Personal Data

In order to execute the Contract, ArtEZ must process the Participant's personal data. ArtEZ treats personal data it has been entrusted with due care, only asks for data that is directly necessary and observes all applicable laws and regulations. The [Privacy Statement for Participants Contract Education](#) explains how ArtEZ deals with personal data and which Participant personal data ArtEZ processes.

Article 13 Liability

1. ArtEZ's total liability is limited to compensatory damages up to the maximum amount set by ArtEZ's liability insurance.
2. ArtEZ assumes no liability for consequential damage.

Article 14 Force majeure

1. Any obligation of ArtEZ to execute the Contract will be suspended for as long as execution is not or not properly possible as a result of force majeure.
2. Force majeure is also understood to mean all circumstances that are reasonably beyond the control of ArtEZ that hinder the provision of Contract Education in part or in full, permanently or for a temporary period.
3. Circumstances that will always fall under force majeure include when a lecturer/teacher is not capable of delivering Contract Education, while ArtEZ has made efforts to find a replacement lecturer/teacher. In addition, circumstances where the designated location is partly or wholly inaccessible, although ArtEZ has made efforts to find an alternative location also fall under force majeure.
4. If a situation involving force majeure continues for more than two months, or it becomes clear to ArtEZ that the situation involving force majeure will not be resolved within six months, then both the Participant and ArtEZ are permitted to terminate the Contract without either party owing the other any compensation.

Article 15 Applicable Law, Disputes Regulation and Competent Court

1. The laws of the Netherlands apply to every Contract concluded between ArtEZ and the Participant. Dutch law also applies to all disputes arising from or in connection with the Contract.
2. If ArtEZ and the Participant have a dispute arising in connection with the Contract, they shall strive to resolve it in consultation.
 - a. The [Disputes Regulation](#) applies to all disputes.
 - b. The Participant is entitled to submit a complaint to the Disputes Advice Committee through the ArtEZ complaints helpdesk (klachtenloket@artez.nl). Inquiries and

complaints will be handled with strict confidentiality. More information about the complaints helpdesk can be found on the [ArtEZ website](#).

3. Disputes arising from or in connection with a Contract concluded between ArtEZ and the Participant may only be brought before the competent court in the district where the Contract Education has been provided by ArtEZ or where the Participant resides.

Article 16 Entry into Force

The Terms and Conditions Contract Education at ArtEZ were adopted by the Executive Board on 24 June 2025 and published on 1 July 2025.

The Terms and Conditions Contract Education at ArtEZ apply to all Participants in Contract Education who enrol in a course in Contract Education starting from 1 August 2025. For Participants in Contract Education who enrolled before 1 August 2025, the old [Regulations Governing Conditions for Programmes at ArtEZ](#) apply.