

## Terms and Conditions

The application form and these enrolment terms (“terms”) set out the basis of your application to be enrolled as a student at The Amsterdam Fashion Academy B.V. (“the academy”, “we”, “our”) and will form part of any agreement between the academy and you (“the agreement”). The terms set out your rights and obligations, as well as our obligations and limitations of our liability to you. Therefore, it is very important that you read and understand these terms before you complete the application form. In particular, please note our limitation of liability to you in clause 25-32.

If you do not understand any part of this document, please discuss it with one of our employees before submitting your application form.

### APPLICATION AND ENROLMENT

1. The application form and these terms set out the whole agreement between us. Please check that the details in the application form are complete and accurate before you submit it. If any of these terms are inconsistent with any term of the application form, the application form shall prevail.

Applications can only take place by submitting the completed application form followed by payment by bank transfer within the expire date on the invoice. Payment of the application fee must be made at the time of submitting the application form. Approved applications without payment will be considered as provisional applications. Following the provisional application the participant will receive information about the payment options. Provisional applications expire and will be cancelled when no payment has been received within the expire date on the invoice. The participant cannot derive any rights from the provisional application.

2. By submitting the application form, the participant declares to have received these regulations and in addition declares himself/herself in agreement with its contents.

3. By submitting the application form, the participant declares to meet the entry requirements of 16 years old on the day the course starts and good English language knowledge as all courses will be taught in English.

4. Registration for courses closes a week before the start date of the course.

5. The reception date of the full payment (application fee and tuition fee) will be considered as the registration date.

6. Each student is required to attend all sessions of all classes in which he or she is enrolled and will receive a certificate of completion from the Amsterdam Fashion Academy.

7. In the event that the number of registrations exceeds the number of available places, registration will occur on a first come first serve principle (based on the date of reception of payment).

8. These terms and conditions together with the completed register form and the confirmation letter form the agreement between you and the Amsterdam Fashion Academy.

#### CANCELLATION BY THE AMSTERDAM FASHION ACADEMY

9. In the event of an insufficient number of participants, the Amsterdam Fashion Academy reserves the right to cancel a course. The Amsterdam Fashion Academy will within 1 working days after the closing date for registration of the course inform participants of a cancellation due to lack of interest. The Amsterdam Fashion Academy will propose the participant to join another course. If this is not possible, any fees already paid will be reimbursed as soon as possible without any costs.

10. If in the opinion of the Amsterdam Fashion Academy placement or admission is not possible, or if the Amsterdam Fashion Academy has cancelled the course, the registration will be voided. Any fees already paid will be reimbursed as soon as possible without any costs.

#### CANCELLATION BY THE PARTICIPANT AND REFUND

11. Costs will be owed in the event of cancellation or if the participant interrupts the course or ends it prematurely. These costs are as follows: Registration is considered final after payment. If the participant cancels at any time after the registration date (see par. 5) any fees will not be reimbursed, except for the reasons set out in article 13.

12. Obtaining an appropriate visa is the student's personal responsibility. Failure to obtain a visa does not exempt the student from his/her payment obligations as described in article 11.

13. Cancellation with the right to a full refund of the tuition fee, except application fee, is only granted in the following situations and after submission of written notice of:

- \* Death of a family member in the first degree (parents, siblings, children).
- \* Hospitalisation of the course participant.

14. In case of illness, payment obligations as described in article 11 apply.

15. The application fee is not refundable unless:

- (a) The Amsterdam Fashion Academy refuses your application pursuant to article 10;
- (b) Your visa application is not granted and you provide us with a copy of the refusal letter no later than 30 days prior to the commencement of the course;
- (c) We cancel the course pursuant to articles 9 and 10.

## OUR RIGHTS AND OBLIGATIONS

16 We shall provide an education service with reasonable skills and care.

17 We have the right to revise and amend these terms from time to time and will give you prior notice of any changes to our terms.

18 Course start and end dates are not expected to change. However, we reserve the right to alter dates, make variations to the content and methods of delivery of courses and, to discontinue, merge or combine courses in order to facilitate or improve the provision of any course, if such an action is considered necessary by us.

19 In the event that any change we make pursuant to clause 4.2 or 4.3 substantially varies our agreement, you may choose to enrol to another equal course.

20 We reserve the right to cancel the course prior to its commencement by giving you notice in writing (which where possible shall be at least 2 weeks prior to the start of the course) if:

(a) Insufficient numbers of students enrol on the course.

21 In the event that we cancel the course pursuant to article 20, you will be entitled to a full refund of your application fee and any fees already paid to us under this agreement.

22. Registration as a student and attendance at or participation in classes and/or other educational activities constitutes an agreement by the student and the Amsterdam Fashion Academy to the use and distribution (both now and in the future), also for promotion purposes, of the student's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such classes and other campus and university activities.

23. In the case the course must to be switched completely online, due to safety measures related with COVID-19 communicated by the Dutch government, then we will commit ourselves to provide you with the same level and quality of content as the offline course. You may also decide to defer your participation to the next offline session. Therefore, no refunds or discounts will be granted.

## TERMS OF ARRIVAL

24. Any travel delays resulting in failure to arrive on Arrival Day are the student's personal responsibility.

## LIABILITY

25. Insofar as the Amsterdam Fashion Academy fails in its accountability and the student suffers damage, the Amsterdam Fashion Academy may only be held liable for damage, which is not caused by personal injury, death or property damage and is limited to the compensation of direct damage.

26. The liability of the Amsterdam Fashion Academy for personal injury, death or property damage shall not be excluded or limited.

27. The liability referred to in paragraphs 16 and 17 extends to persons employed by the Amsterdam Fashion Academy or persons appointed by it for the execution of the agreement.

28. The student is required to take out insurance for third-party liability (WA). By the signing of the above insurance, we will be protected from damage caused by the student and for which we could be held liable under law.

29. We cannot be held liable for the loss and/or damage to private property.

30. We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left on the premises whether by you or any other person and it is your responsibility (or your guest's) to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation to us. We recommend taking out insurance, as we do not provide any insurance cover to you.

31. Access to the premises is restricted to regularly enrolled students, teachers, and collaborators. Consequently, except for events that are expressly open to the public or specific external subjects (e.g. relatives at the time of award ceremonies) students are not permitted to bring persons from outside into the academy premises.

32. It is not permitted for students to open the door to visitors and or guests. Only members of the academy staff are entitled to grant access to visitors and or guests.

#### INTELLECTUAL PROPERTY

33. The copyright, design right and all other intellectual property rights in any course materials or other documents or items that we prepare or produce in connection with your course will belong to us, or our licensors, absolutely. You may not use these materials for any commercial purpose.

#### FINAL PROVISIONS

34. In the event of default on the part of the Amsterdam Fashion Academy the compensation will never be more than the course fee and any directly related costs.

35. In those cases for which the terms and conditions of registration do not provide, the head of school will decide in reasonableness and fairness.

36. Amsterdam Fashion Academy will keep all personal information, documentation and materials received from students or staff members in the utmost confidence and will not disclose these to any third parties without prior approval of the student or staff member concerned.

37. Academy adheres to the statutory consideration period of 14 days. This period commences when the participant receives the confirmation letter and the invoice. The participant may withdraw at any time within the prescribed period without needing to give a reason.

38. As a private institution, the Amsterdam Fashion Academy reserves the right at its sole and exclusive discretion to dismiss, to refuse to admit, and to withhold records, credits, transcripts, certificates, degrees or diplomas from any student whose attendance, behaviour or academic standing is unsatisfactory, who is delinquent in any financial or other obligations to the Amsterdam Fashion Academy, or whose conduct on or off school is detrimental to the interests or reputation of the Amsterdam Fashion Academy or the community in general.

39. Any disputes resulting from the agreement between the participant and the Amsterdam Fashion Academy that cannot be resolved in mutual consultation will be brought before the court in Amsterdam.

Amsterdam, Netherlands

3<sup>rd</sup> of November 2020