

## 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 9.

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

### 1. APPLICATION AND ENROLMENT

1.1 The application form (once accepted by us in accordance with clause 1.4) 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.

1.2 By submitting the application form:

(a) You offer to enrol on your chosen course on these terms, and we may accept or decline your application for reasons such as non-eligibility or oversubscription for the relevant course;

(b) You agree to pay an application fee for an amount as set out in the application form or such other amount as we may in our reasonable discretion determine from time to time. We cannot accept you on a course unless you provide the application fee and other documents listed on the application form and/ or in these terms.

1.3 Payment of the application fee must be made at the time of submitting the application form and in the manner specified in the application form. A copy of the bank transfer must be submitted to us with the application form.

1.4 On receipt of your application fee, completed application form and documents listed on the application form or in these terms, we will check that you satisfy the eligibility criteria to undertake your chosen course. If you do not satisfy the criteria, we will refuse your application. If you satisfy the criteria, we will send you a conditional acceptance letter at which point an agreement between us will be formed.

1.5 If you are a non-EEA student, you must make payment to us of the tuition fees (in the amount set out in the application form) so that we receive the tuition fees 90 days prior to the start of the course, failing which the agreement will terminate automatically unless we in our absolute discretion agree to grant an extension of time.

Failing with the agreement will terminate automatically unless we in our absolute discretion agree to grant an extension of time.

## 2. PAYMENT OF FEES AND ADDITIONAL COSTS

2.1 The tuition fees (the “fees”) are detailed in our application form and on our website [www.amsterdamfashionacademy.com](http://www.amsterdamfashionacademy.com) and are payable by you in accordance with clause 1. You may be required to pay additional administration costs and/or third party costs for the reasons set out in clause 2.2 (“additional costs”).

2.2 In addition to the tuition fees, you may also be required to pay the following additional costs:

(a) Administration fees payable to us, including:

(i) If you are a non-EEA student, a fee to return fees paid by you if your visa application is refused;

(ii) Charges for any late or dishonoured payments (“default payments”);

(iii) A fee for any course transfer or course deferral granted in accordance with clause 6.3;

(iv) Courier charges;

(v) Re-attendance fee if you wish to re-attend your course or any part thereof; and/ or

(vi) Charges we may reasonably incur as a result of your failure to comply with these terms.

(b) Fees payable to third parties, including:

(i) Any other costs or expenses that you may incur in the course of your studies or in connection with this agreement (including without limitation, your accommodation, food and travel costs).

2.3 The application fee is non-refundable unless:

(a) The academy refuses your application pursuant to clause 1.4;

(b) Your visa application is not granted and you provide us with a copy of the refusal letter in accordance with clause 5.2.6;

(c) We cancel the course pursuant to clause 4.5; or

2.4 The fees are, as far as we are aware, correct at the time of publication.

2.5 If you pay your application fee by cheque or bank transfer, we will not process your application until the cheque or funds have cleared. Upon clearance and receipt of confirmation of payment from the bank to us, we will provide you with confirmation of payment.

2.6 If you fail to pay any part of your fees or any additional costs for any reason, we reserve the right (at our reasonable discretion) to take one or more of the following actions:

(a) Suspend or exclude you from your course;

- (b) Prevent you from registering for your course examinations;
- (c) Prohibit you from sitting your course examinations;
- (d) Withhold your exam results and any certificate;
- (e) Withhold any documentation required for a visa extension; and/ or
- (f) Terminate this agreement on written notice.

2.7 If you will receive the offer of a place in the programme, we will send you a quotation to accept and we will present you the payment plans. After the acceptance of the quotation, we will request you to pay a deposit of the 20% of the tuition fee before the 30th of April 2022 or, if you will submit your application after that date, before another date we will communicate to you. The deposit is not refundable.

### 3. YOUR OBLIGATIONS

3.1 You represent, warrant and undertake that all the information provided on your application form is complete, up-to-date and accurate in all respects.

3.2 You agree to:

- (a) Enrol at the start of your course and at the start of each subsequent year of your course, at a time and place as directed by us;
- (b) Comply with these terms, and the rules of the school, and the reasonable requests of our employees;
- (c) Comply with all requirements imposed by law, regulation or judicial order at any time. These may include criminal checks, health checks, adherence to the English language requirement in accordance with clause 5.1 and conditions of conduct;
- (d) Keep us informed of:
  - (i) Any change in your visa status; and
  - (ii) Any changes to the personal information (including your home address and details of your next of kin) provided in your application form;
- (e) Declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course;
- (f) Submit your own work and not plagiarise the work of others;
- (g) Behave appropriately at all times and in such a manner as not to:
  - (i) Cause nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and any visitors) or to any of our property;
  - (ii) Impede or prevent the provision of any programme of study offered by us; or
  - (iii) Cause damage to our reputation.

3.3 If you fail to comply with your obligations under clause 3.2, we may at our discretion:

(a) Notify you of such failure and where appropriate arrange a meeting with you; and / or

(b) If your breach is material or persistent, dismiss you with immediate effect from your course and terminate the agreement at any time immediately on written notice.

3.4 You are required to notify us when submitting your application form or as soon as possible thereafter of any medical condition (including pregnancy) and any health care or medical procedures you may require during the course, if this may affect your ability to fully attend the course. If an independent medical practitioner acting in their reasonable discretion considers that any medical procedures you notify us of in accordance with this clause 3.4 are avoidable or could be undertaken at another time (other than during the period in which the course is ongoing), then we may ask you to postpone such treatment and if you refuse, we may terminate this agreement immediately on written notice.

3.5 You are required to attend your course in full. If your attendance on the course falls below 80% (regardless of the reason for any absence), we will provide written notice to you that continued failure to attend the course may result in your dismissal from the course. If, following such notice, your attendance on the course continues to be unsatisfactory in our reasonable discretion, we reserve the right to:

(a) Prohibit you from sitting the examinations; and

(b) Dismiss you with immediate effect at any time from the course and terminate the agreement.

3.6 If you do not achieve the required pass marks, you shall not be entitled to receive a final certificate and we shall decide, in our reasonable discretion if you may re-sit the examination taking into consideration all reasonable factors including (without limitation) your attendance on the course.

3.7 If you fail to achieve the required pass marks following a first re-sit of the examination, we shall decide in our reasonable discretion if you may re-sit the examination for a second time. If we grant you the opportunity to re-sit the examination for a second time, you will be required to take a revision course, as directed by us, and to pay a fee for the revision course (the "participation fee").

3.8 If you are Dutch National, it is your responsibility to verify with DUO if you are eligible to receive studiefinanciering. Amsterdam Fashion Academy will provide you general information, but the ultimate check must be done by you directly with DUO.

#### 4. OUR RIGHTS AND OBLIGATIONS

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

4.2 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.

4.3 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.

4.4 In the event that any change we make pursuant to clause 4.2 or 4.3 substantially varies our agreement, you may choose to withdraw from the course and terminate our agreement and we will provide you with an appropriate refund (taking into account for example, the proportion of the course completed at the time of termination).

4.5 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 months prior to the start of the course) if:

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

4.6 In the event that we cancel the course pursuant to clause 4.5, you will be entitled to a full refund of your application fee and any fees already paid to us under this agreement.

4.7 We reserve the right to contact your parents or guardian person to provide updates regarding your academic performance, attendance or any kind of issue related to your behaviour at the Amsterdam Fashion Academy.

4.8 We reserve the right to take photos and videos of you and your works inside the building and use these in any all media, offline and online, for promotional purposes, unless clearly notified by you to the photographer at the moment of the photoshoot, in accordance with clause 8.3.

4.9 In the case all modules or a single module 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 courses and you will receive the credits if you will pass the module. Therefore, no refunds or discounts will be granted.

## 5. VISA COMPLIANCE

5.1 You must provide us with satisfactory evidence that you meet the current English language requirement (IELTS 6.5, TOEFL iBT 86, Cambridge CAE B+ or CPE B or an internationally recognised equivalent) in order to complete your course. Even if you have provided such evidence, we may terminate this agreement if we consider in our discretion that you do not meet the relevant English language requirement.

5.2 For non-EEA students:

5.2.1 You must possess a valid EEA passport or resident permit for the Netherlands to be accepted in the course. Please, note that Amsterdam Fashion Academy is legally unable to sponsor non-EEA students for a study visa.

5.2.2 You must provide us with any documentation we may reasonably request, which shall include without limitation the documentation listed at clause 5.2.7.

5.2.3 You represent, warrant, and undertake that you are entering into the agreement for the purposes of undertaking and completing your course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the course.

5.2.4 You must adhere to all rules, regulations, and requirements as stipulated by the Dutch law.

5.2.5 You must provide us with a copy of your resident permit immediately on receipt and in any event prior to the course start date and inform us immediately if there is any delay in receiving your resident permit.

5.2.6 You will inform us immediately if your resident permit application is refused and send us a copy of the visa refusal letter. If you do not wish to re-apply for a student visa, we will refund the application fee and the fees paid to us.

5.2.6 You represent, warrant, and undertake to us that in the event of termination of the agreement for any reason, you will not proceed with any visa application on the basis of your original application to us.

5.2.7 You agree to provide us with the following information:

(a) Your current original passport;

(b) Any original documents relied on in support of your application, on request;

(c) Your up-to-date contact details at all times, including your Dutch residential address, telephone number (landline and mobile) and contact details of your next of kin;

(d) Prior notification of any intended absence from your course for any period together with the reason for such absence and any supporting evidence in accordance with clause 3.5;

(e) Prior notification of any intended withdrawal from your course, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country to be provided as soon as it becomes available;

(f) Prior notification of commencing any paid employment;

(g) Any other information or change in circumstances which could affect your immigration and visa status.

5.2.8 If you or we cancel this agreement:

(a) subject to clauses 2.3, 4.4 and 6.1, the application fee will not be refunded to you in the event of cancellation of this agreement.

## 6. CANCELLATION RIGHTS, COURSE TRANSFERS AND TERMINATION

6.1 You are entitled to cancel the agreement within 14 days from the date you receive a conditional acceptance letter in accordance with clause 1.3. If you decide to cancel our agreement, you must notify us within a 14-day period by post or email at the contact details provided on our website. In the event of cancellation in accordance with this clause 6.1 we will refund the tuition fees already paid by you (or by your sponsor) within 30 days of receiving such notice. The application fee is not refundable, in accordance with clause 2.3.

6.2 In addition to the termination rights set out in these terms, either party may in the event of a material or persistent breach by the other party terminate the agreement with immediate effect by providing written notice to the breaching party.

6.3 We may grant course transfers in our absolute discretion if you will notice us by email no later than one month after the commencement of the course.

## 7. REFUND POLICY

7.1 We will refund the application fee and any other fees paid to us if we do not accept you on the course pursuant to clause 1.4.

7.2 If this agreement is cancelled by you, we may retain from the fees paid to us all costs reasonably incurred and losses suffered as a result of such cancellation or termination, including without limitation application fee, 20% deposit, administration costs, any payment by us to agents and other third parties for assisting in your recruitment, your tuition and assessment costs up to the date of such cancellation or termination. Upon cancellation by you the following refunds shall apply:

(a) If you provide us with written notice of cancellation of enrolment to the course maximum 90 days prior to the commencement of the course, you will be entitled to a refund of 100% of the tuition fee paid, except the 20% deposit and the application fee;

(b) If you provide us with written notice of cancellation of enrolment to the course 60 days or more prior to the commencement of the course, you will be entitled to a refund of 80% of the tuition fee paid, except the 20% deposit and the application fee;

(c) If you provide us with written notice of cancellation of enrolment to the course 30 days or more prior to the commencement of the course you will be entitled to a refund of 50% of the tuition fee paid, except the 20% deposit and the application fee and

(d) If you cancel the course at any time after the commencement of the course you will not be entitled to a refund of the fees.

7.3 Except as provided in clauses 4.4, 4.6 and 6.1, 7.1 or 7.2, you will not be eligible for a refund, discount or credit and you will be responsible for your outstanding fees if you fail to complete your course.

## 8. INFORMATION SHARING AND DATA PROTECTION

8.1 We collect and process your personal data in order to make admission decisions, to provide education, to provide information to you and for administration, health, safety, welfare and security reasons and we will not without your written permission transmit your personal data.

8.2 By signing the application form:

(a) You consent to us processing and transferring such personal and sensitive personal data for the purposes listed in clause 8.1 above; and

(b) You agree that we may obtain information on your examination performance from any other academic and/or professional body in order to assess your performance.

8.3 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.

## 9. LIABILITY

9.1 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.

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

9.3 The liability referred to in paragraphs 1 and 2 extends to persons employed by the Amsterdam Fashion Academy or persons appointed by it for the execution of the agreement.

9.4 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.

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

9.6 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 guests 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.

9.7 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.

9.8 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.

## 10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our reasonable control, including without limitation changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary consents or licences ("force majeure event").

10.2 Our obligations under these terms will be suspended for the period that the force majeure event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the force majeure event to a close or to find a solution by which our obligations under these terms can be performed despite the force majeure event.

## 11. INTELLECTUAL PROPERTY

11.1 The copyright, design right and all other intellectual property rights in any course materials, examination papers and other documents or items that we prepare or produce (which shall for include any materials prepared



by our employees, contractors or agents) in connection with your course will belong to us, or our licensors, absolutely.

11.2 You may not use the materials, documents or other items detailed in clause 11.1 for any commercial purpose.

11.3 In return for us providing the course to you and in addition to the fees, you agree to assign to us absolutely with full title guarantee the entire copyright and any other intellectual property rights subsisting in any works that you create, develop, design or produce in connection with your course (the “works”) for the whole term of such rights, together with all related rights and powers arising or accrued, whether on or after the date of this agreement. You may not exhibit, reproduce, publish and/ or otherwise commercially exploit the works without our prior written consent, which will not be unreasonably withheld.

11.4 We shall have the right in our sole discretion to amend, edit, add to and delete from any work, and to decide whether or not to credit you as author in relation to any such work.

11.5 Subject to clause 11.6 below, you warrant and undertake that the works are your original work and are not copied wholly or substantially from any other work or material or any other source and so far as you are aware, do not infringe the rights of any third parties.

11.6 Where the copyright or other intellectual property subsisting in the works or any part of the work belongs to a third party, you warrant and undertake that you have the required third party consents and/ or authority to assign the works to us under clause 11.3.

11.7 You agree and acknowledge that we shall own the works, which shall include (without limitation) your design drawings, sketches, samples, patterns, toiles and finished pieces.

## 12. GENERAL

12.1 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

12.2 If we fail, at any time while these terms are in force, to insist that you perform any of your obligations under these terms, or if we do not exercise any of our rights or remedies under these terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.

12.3 No variation of this agreement shall be effective unless it is in writing and signed by you and us (or our authorised representative).

12.4 A person who is not party to the agreement (including without limitation any party that is responsible in whole or part for your fees) shall not have any rights under or in connection with it under the contracts.

12.5 The agreement shall be governed by and construed in accordance with the laws of the Netherlands and the Dutch courts shall have non-exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this agreement.

Amsterdam, Netherlands

1<sup>st</sup> October 2021