

## **Article 1: Enrolling**

1. To enrol for a course or training you make use of the enrolling-form on [www.thefotofactory.nl](http://www.thefotofactory.nl), or through an enrolling-form that you can download via this site.
2. If you want to enrol for more than one course or training, you are required to fill in and send or mail a new form for every course, training or speciality.
3. Enrolling-forms will be treated in order of application.
4. Enrolling will take place through the internet ([www.thefotofactory.nl](http://www.thefotofactory.nl)).
5. The FOTOfactory asserts its rights to decline applications on grounds of:  
insufficient pre-training
  - insufficient places
  - insufficient participation
  - tuition-fees not paid on time
  - article 9 subsection 1

## **Article 2: Cancellation/ temporary annulment**

1. Cancellation or temporary annulment of the course is not possible with the exception of article 2, subsection 2, 3 and 4.
2. The cancellation period is 14 days after enrolment.
3. For the course Photographic Design, the student can cancel the course per study year.
4. A registered letter cancelling this course has to be sent to the FOTOfactory at least two months before the start of the new school year. The address to send the registered cancellation letter is:  
The FOTOfactory,  
c/o Administratie the FOTOfactory,  
Bethanienstraat 5-B ,  
1012 BZ Amsterdam.

The student will receive written confirmation of the cancellation/annulment from the FOTOfactory.

**The FOTOfactory can end the course Photographic Design per study year in cases of negative study advice.**

## **Article 3: Timetables and cancellation of lessons and holiday periods**

1. Lessons will be given according to each timetable concerning course and location as mentioned by the FOTOfactory.
2. The FOTOfactory is permitted to change the timetables in-between the lessons.
3. The FOTOfactory is obliged to reschedule the lessons that have been temporarily withdrawn.
4. The FOTOfactory keeps to the holiday schedule according to the holiday period regulations for secondary education. A review of the official establishment school holidays can be found on the FOTOfactory website ([www.thefotofactory.nl](http://www.thefotofactory.nl)).
5. The FOTOfactory is not liable for the costs and/or damage caused by the cancellation of lessons or extra costs made by changing lessons to another location. In special cases – to be judged by the FOTOfactory – shall the FOTOfactory pay for travel expenses made [extra] because of cancellation of lessons.

## **Article 4: Payment of tuition fees**

1. It is compulsory for a student who has enrolled as stated in art. 3 subs.3, to pay the amount for the whole course, if necessary in instalments.
2. There is a pricelist of the amount charged on our website. These prices run from 1st January until 31st December.

3. Payments should be made exclusively by bank transfer or bank authorization. If the payments go through an invoice, the payments have to take place before the given payment time has expired. If payments are made by bank authorization the student has to make sure that the bank balance of the given bank number is sufficient for the payments owed.
4. Full payment in one instalment, has to be paid a full month before the start of the course. The student will receive written information about the starting date of the course and the date on which the amount has to be paid.
5. When paying in instalments, the first amount will be transferred from you're a month before the commencement of the course.
6. If the transfer cannot be made on time, the extra costs will be charged to the student. The eventual remainder of the payments can be immediately and completely claimable.
7. Reimbursement of course fees is not possible. Also the none [no longer] participation of the course does not exclude him/her from full payment.
8. The tuition fees include exam-fees. Graduation can take place within three months of the last lesson of the Full 3 Year Course. Graduation after this period of time will cost 150 euro for exam-fees.
9. As foreign student, tuition fees are in one instalment, preliminary to your course. The student only pays the transfer-commission once.
10. The instalment payments are raised every year on 1st January (including the ongoing courses) by a percentage based on the CBS consumer index-number [CIN]. The tuition fees and price increase can be made to the FOTOfactory Amsterdam account; ING bank number; 4314180 stating the IBAN-code NL33 INGB 0004314180. The SWIFT-code- INGBNL2A and your student and/or invoice number.
11. If the student neglects to pay the amount owed, it is possible for the FOTOfactory to make arrangements for debt-collection, where the judicial and non judicial costs are payable by the student. Besides which, the FOTOfactory is entitled to postpone commitments in her contract, under which is understood that the postponement of commitment of the contract places the course materials under the jurisdiction of the FOTOfactory in case of demonstrable grounds of breach of contract by the student.

**Article 5: Copyright and property right**

1. Course material from the FOTOfactory is protected by copyright and stays the property of the FOTOfactory. The use of the material for use other than your own study is forbidden, and it is not allowed to be supplied to third parties or sold or copied.
2. The student has the copyright over his/her own work. As long as the student is enrolled at the FOTOfactory, the FOTOfactory has the right to use the material produced by the student, (photo's images e.g.), free of charge, in the framework of her objective.
3. The FOTOfactory can place the student's material on her website (with acknowledgement) and/or use it differently for lesson content and/or promotional objectives. The FOTOfactory maintains the right to use work from former students, without payment as stated above, as lesson content, in the framework of her objective, unless parties otherwise agree. It is compulsory for the former student, in case of liaison with a mediation organization, to mention the agreement made as far as the copyright is concerned. The FOTOfactory will accept a written statement agreeing on terms if a change is required.

**Article 6: Changing personal information**

A change in personal information (student or debtor) is to be passed on as soon as possible to the student administration.

**Article 7: No 'smoking' rule**

A new tobacco law came into force on 1st January 2003. the consequences being that there is a no smoking policy in the classrooms at the FOTOfactory. This includes the classrooms, corridors and all public places. Violation of this law can lead to a denial of entrance.

## **Article 8: The FOTOfactory rights**

The FOTOfactory can deny admission to lessons to any student who misbehaves, including damage caused, bodily harm [physical or mental] and/or disorder. This is at the discretion of the FOTOfactory. Denial of entrance does not exclude the student from commitment to pay their tuition fees.

- The commitment to pay the tuition fees in case of art., 8 subv, 1 stays unabated.
- Special circumstances can lead to changes in lesson days and lesson content. The management has the right to deviate from given information.
- Unforeseen items not mentioned in the study contracts, are at the discretion of the FOTOfactory.

## **Article 9: Liability**

The FOTOfactory accepts no responsibility for costs made by students, including: injury, accident, theft, or damage during lessons. Exceptions form the case where the legal liability of the FOTOfactory is established.

## **Article 10: Complaint procedure**

If you have a complaint that you cannot solve yourself, you may follow the procedure as stated below. Only written complaints; send a mail to [administratie@thefotofactory.nl](mailto:administratie@thefotofactory.nl) or send a letter to:

The FOTOfactory,  
c/o Administratie the FOTOfactory,  
Bethanienstraat 5-B ,  
1012 BZ Amsterdam.

As far as the complaint is concerned, we divide into;

- a, administration [incl. finance]
- b, organisation
- c, lesson content [incl. problems with tutors assessments etc.

The Ff will try to settle every complaint within 10 days. If more time is needed we will inform you of this. If you are not satisfied with the result you can appeal within 10 days via [info@thefotofactory.nl](mailto:info@thefotofactory.nl) you will receive confirmation of this mail within 5 days. The complaint commission consists of one independent person, Mr. E. B. H. Peeters. He/ she has nothing to do with the subject of the complaint. The FOTOfactory will consider his/her advice a binding recommendation. All complaints received will be dealt with confidentially and according to Dutch law. The FOTOfactory will keep complaint records for three years.

The complaint commission will give a verdict within 14 days after the date of receiving confirmation of the appeal.

I have read the terms (Article 1/ 10)

I agree

Name: -----

Date: -----/-----/ 2019-2020

Signature:

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