

## **Article 1: Enrolling**

1. To enrol for a course or training you make use of the enrolling-form on our website 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 only take place online via our website. [<https://forms.gle/jky3oeH5hKbcwBqS7>]
5. The FOTOfactory asserts its rights to decline applications on grounds of:
  - insufficient places
  - insufficient pre-training
  - insufficient participation
  - tuition-fees, one time or instalments, not paid on time
  - article 8 section

## **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, unless the education already started during this time.
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 F3Y courses 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 The FOTOfactory is obliged to reschedule the lessons that have been temporarily withdrawn.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 or on <https://www.rijksoverheid.nl/onderwerpen/schoolvakanties/overzicht-schoolvakanties-per-schooljaar> [regio Noord].
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.
6. Changes to timetables in-between the lessons or start of a lesson or cancellation of lesson(s) will be told to students at least 24 hours in advance. Exception has to be made for acute illness of the teacher(s) or extreme weather circumstances.

**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. All our fees are VAT exempt.
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 \*\*\* ending on 80, stating the IBAN-code NL\*\*\* ending on 80. 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, Drs. L. de Ruiver, 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 10 working days after the date of receiving confirmation of the appeal.

I have read the terms (Article 1/ 10).

I agree

Name: -----

Date: -----/-----/ 202----- (two thousand twenty -----)

Signature:  
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## PRIVACY STATEMENT

The FOTOfactory Amsterdam, located at Bethanienstraat 5-B, 1012 BZ Amsterdam, is responsible for the processing of personal data as described in this privacy statement.

### Contact information:

Website: <https://www.thefotofactory.nl>

Address: Bethanienstraat 5-B, 1012 BZ Amsterdam

Phone: +31(0)20 7766766

The FOTOfactory Amsterdam Vroemen is the Data Protection Officer of The FOTOfactory Amsterdam, and can be reached via [info@thefotofactory.nl](mailto:info@thefotofactory.nl).

### Personal data we process:

The FOTOfactory Amsterdam processes your personal data when you use our services or when you provide them to us. Below is an overview of the personal data we process:

#### First and last name

Gender, Date of birth, Address details, Phone number, Email address, Bank account number

#### Special and/or sensitive personal data we process:

Our website and/or service does not intend to collect data about visitors under the age of 16, unless they have permission from a parent or guardian. However, we cannot verify whether a visitor is over 16. We encourage parents to be involved in their children's online activities to prevent data from being collected about children without parental consent. If you believe that we have collected personal information about a minor without such consent, please contact us at [info@thefotofactory.nl](mailto:info@thefotofactory.nl), and we will delete this information.

### For what purposes and on what legal basis we process personal data:

The FOTOfactory Amsterdam processes your personal data for the following purposes:

#### Handling your payment

Sending our newsletter and/or advertising materials

Being able to call or email you when necessary to provide our services

Informing you about changes to our services and products

The FOTOfactory Amsterdam also processes personal data when required by law, such as data needed for our tax return.

### How long we retain personal data:

The FOTOfactory Amsterdam does not retain your personal data for longer than necessary to achieve the purposes for which your data is collected. We adhere to the following retention periods for the following (categories of) personal data: 1 Year

### Sharing personal data with third parties:

The FOTOfactory Amsterdam only provides personal data to third parties when it is necessary for the execution of our agreement with you or to comply with a legal obligation.

### Cookies or similar technologies we use:

The FOTOfactory Amsterdam uses only technical and functional cookies, as well as analytical cookies that do not infringe on your privacy. A cookie is a small text file that is stored on your computer, tablet, or smartphone when you first visit this website. The cookies we use are necessary for the technical operation of the website and your user experience. They ensure the website works properly and remember your preferences. We can also use them to optimize our website. You can opt out of cookies by configuring your internet browser not to store them. You can also delete any previously stored information via your browser settings.

### View, modify, or delete data:

You have the right to view, correct, or delete your personal data. You also have the right to withdraw any consent for data processing or object to the processing of your personal data by The FOTOfactory Amsterdam. Additionally, you have the right to data portability, meaning you can request that we send the personal data we have about you to you or another organization you specify in a computer file.

To exercise these rights or make such requests, please send an email to [info@thefotofactory.nl](mailto:info@thefotofactory.nl). To ensure that your request for access is genuine, we ask you to include a copy of your ID with your request. In this copy, please black out your photo, MRZ (machine-readable zone, the strip with numbers at the bottom of the passport), passport number, and Citizen Service Number (BSN) to protect your privacy. We will respond to your request as soon as possible, but within four weeks.

The FOTOfactory Amsterdam also wants to inform you that you have the right to lodge a complaint with the national supervisory authority, the Dutch Data Protection Authority (Autoriteit Persoonsgegevens). You can do so through the following link: <https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>.

### How we secure personal data:

The FOTOfactory Amsterdam takes data protection seriously and implements appropriate measures to prevent misuse, loss, unauthorized access, unwanted disclosure, and unauthorized alteration. If you believe your data is not properly secured or if there are indications of misuse, please contact our customer service or email us at [info@thefotofactory.nl](mailto:info@thefotofactory.nl).