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## TERMS AND CONDITIONS

### Article 1 - Definitions

1. Client: The natural or legal person who purchases the service (participant in classes, workshops, etc.).
2. Art teacher: The provider of the services, hereinafter referred to as "Teacher".
3. Services: All art classes, workshops, coaching, and other educational activities in the field of art offered by the teacher.
4. Agreement: The agreement to provide services between the client and the instructor.

### Article 2 - Applicability

1. These general conditions apply to all offers, agreements and services of the instructor, unless otherwise agreed.
2. Deviations from these conditions are valid only if agreed upon in writing between the parties.
3. If any provision of these general conditions is void or voidable, the remaining provisions shall remain in full force and effect.

### Article 3 - Offer and agreement

1. All offers and quotations of the teacher are without obligation, unless otherwise indicated in writing.
2. The agreement is established when the client agrees to the offered service in writing, online through the registration module or orally.
3. The teacher reserves the right to refuse a registration without giving reasons.
4. If the agreement concerns an enrollment for a course, the course can take place provided a minimum number of students (usually 8 persons) have registered. Should this number not be reached, the course will be cancelled, the latest two weeks before the starting date. You will be notified in time.
5. Registrations for courses should preferably be made no later than one month prior to the start of the course.

### Article 4 – Payment

1. Payment shall be made within 14 days after the invoice date, unless otherwise agreed in writing.
2. If the client fails to pay on time, the client shall be in default by operation of law and shall owe statutory interest.
3. If payment is not made, the instructor reserves the right to suspend further services until full payment is received.

#### Article 5 - Cancellation and modification

1. A student has up to 14 days after registration to cancel the registration free of charge without giving reasons.
2. Cancellation of participation in a course or workshop must be in writing.
3. For cancellation within 14 days before the start of the course/workshop, the client shall owe 50% of the total costs.
4. For cancellation on the day itself or no-show, the full amount will be charged. In exceptional cases of force majeure, the amount already paid will be refunded after deduction of 50€ administration costs.
5. The teacher reserves the right to cancel or reschedule classes in case of insufficient enrollment or force majeure. If a course is cancelled, the registration fee will be refunded in full. If a lesson cannot take place, a suitable time will be found to catch up on it.

#### Article 6 - Responsibility and liability

1. The teacher will perform the agreement to the best of his/her knowledge and ability, but makes no guarantees regarding the achievement of certain results.
2. The client participates in classes and workshops at his/her own risk. The teacher shall not be liable for damages resulting from accidents, loss or theft of personal property during the lessons, unless intentional or grossly negligent.
3. The teacher is not liable for indirect damage, consequential damage or immaterial damage, except in cases of intent or gross negligence.

#### Article 7 – Force majeure

1. In case of force majeure, such as illness, pandemics, or other unforeseen circumstances that make it impossible to provide the services, the teacher has the right to temporarily suspend the contract without damage compensation.
2. If the force majeure situation lasts longer than 30 days, both parties have the right to terminate the agreement. This is done by a written message.

#### Article 8 - Intellectual property rights

1. All materials provided by the instructor, such as course materials, shall remain the intellectual property of the instructor unless otherwise agreed in writing.
2. The client is not permitted to copy, distribute or disclose any materials provided without written permission from the instructor.

## Article 9 - Privacy

1. The instructor will handle the client's personal data with care and comply with the applicable privacy laws (AVG).
2. Personal data will only be used for the execution of the agreement and will not be provided to third parties without the client's consent.

## Article 10 - Applicable law and disputes

1. All agreements and these general terms and conditions are governed exclusively by Dutch law.
2. Disputes arising from the agreement or these general conditions will in the first instance be submitted to the competent court in the district where the teacher is located

## COMPLAINTS PROCEDURE GENERAL TERMS AND CONDITIONS

- We naturally hope that we will have a pleasant cooperation. However, should a complaint arise, please contact Ilse Nass. She will ensure that your complaint is handled confidentially.
- If you prefer to talk to an independent party/ mediator, please contact Anke Bisschops. Tel. 06- 8132 1411 and e-mail: [info@ankebisschops.nl](mailto:info@ankebisschops.nl)
- The verdict of Anke Bisschops as mediator is binding for Ilse Nass and Ilse resigns herself to her verdict.
- Any consequences will be dealt with within 4 weeks. If more time is needed to investigate we will inform you about the expected duration.
- Complaints and how they are handled will be recorded and kept for the duration of one year.