

# General Terms and Conditions

## AvantGarde Film Academy Amsterdam

### 1. Introduction and interpretation

1.1 I understand and accept that these terms and conditions (the "Terms"), apply to all training courses, workshops and services provided to me by AvantGarde Film Academy. The Terms apply to all training courses provided online or at third party venues.

1.2 I acknowledge that in these Terms, the following expressions will have the following meanings:

- "Application" means my application for a place on the Course that is made through submitting the online Application Form on the AvantGarde Film Academy website;
- "Application Date" means the date I submit my online Application Form as part of the Application process;
- "Application Form" means the online or paper Application Form supplied by AvantGarde Film Academy and completed by me;
- "Course" means all courses, workshops, services and modes of study set out on the Website such as 'Producing a Short Film', 'Acting for Film', and 'Script Consultation Package'.
- "Event Outside AvantGarde Film Academy's Control" means an event or circumstances beyond AvantGarde's reasonable control, such as:
  - (a) strikes, lock-outs or other industrial action by third parties;
  - (b) strikes, lock-outs or other industrial action by our employees;
  - (c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, adverse weather, subsidence, or other natural disaster or "act of god";
  - (d) failure of public or private telecommunications networks;
  - (e) pandemic, epidemic and any restrictions or requirements that might be imposed by any Government or relevant authority, and will include, for example, any disruption caused as a result of COVID-19; and/or
  - (f) decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract.
- "Fees" means the tuition fees and administration fees payable by me in relation to the Course;
- "Personal Data" means any information relating to an identified or identifiable person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to

one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

- "Sensitive Personal Data" means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;
- "Services" means the teaching services and related teaching materials that AvantGarde Film Academy will provide in relation to the Course;
- "Website" means AvantGarde Film Academy's pages on the Caspar Muller website which I can locate at <https://www.casparmuller.com/avantgarde>

1.3 Where examples are given in these Terms by using words or phrases such as "including" or "for example", I accept that this will not restrict the meaning of the general related words which are used for illustrative purposes only and the use of such words and phrases will not be deemed to be exhaustive.

1.4 I understand and accept that any references in these Terms to "working days" are to days other than Saturdays and Sundays, public holidays, and any other days where AvantGarde Film Academy is closed.

## 2. About AvantGarde Film Academy and how I can get in touch

2.1 AvantGarde Film Academy is owned and founded by Caspar Muller (Master of Arts), specialising in short courses and related educational services.

2.2 I am aware that I can contact programme director Caspar Muller by email at [caspar@casparmuller.com](mailto:caspar@casparmuller.com).

## 3. Applications

3.1 I am aware that my Application is an offer to AvantGarde Film Academy to enter into a binding contract with AvantGarde Film Academy to purchase a place on the Course. I accept that AvantGarde Film Academy is free to accept or decline my Application at its absolute discretion. I acknowledge that my offer will only be accepted once AvantGarde Film Academy sends me written confirmation that my Application has been accepted, or that AvantGarde Film Academy is able to offer me a place on the Course (the "Confirmation"). I acknowledge that my place on the Course can only be confirmed after I have paid the Fees as stated in the invoice.

3.2 I accept that at the point I receive the Confirmation; a contract will come into existence between me and AvantGarde Film Academy (the "Contract"). The Contract

will continue until I complete the Course, unless the Contract is cancelled earlier in accordance with these Terms.

3.3 The Contract will be subject to these Terms and the online Application Form. AvantGarde Film Academy considers that these Terms and the Application Form set out the entire agreement between me and AvantGarde Film Academy in relation to the Course.

3.4 I confirm that I will check the details in these Terms and the Application Form to ensure they are complete and accurate. I accept that if there is a mistake in the Terms or the Application Form, or I notice that they do not contain relevant information that I am relying on, I must notify AvantGarde Film Academy and ask AvantGarde Film Academy to confirm any agreed changes in writing before I submit my Application.

## 4. Late applications

4.1 I accept that if I submit my Application within 5 working days of the Course commencing, AvantGarde Film Academy will not be able to guarantee that the Confirmation will reach me before the Course starts. I understand and accept that in these circumstances, I may not receive Course specific details prior to the Course commencing and AvantGarde Film Academy will use reasonable endeavours to provide me with Confirmation by phone or email and to provide me with the Course specific details as soon as possible.

## 5. The services

5.1 I acknowledge that AvantGarde Film Academy:

- 5.1.1 will use its reasonable endeavours to ensure that the Services meet the description set out on its Website [as at the Application Date] in all material respects;
- 5.1.2 will use its reasonable endeavours to comply with the timetable for the delivery of the Services which is set out on AvantGarde Film Academy's Website as at the Application Date.
- 5.1.3 may make any changes to the Services and/or any Course or take any steps:
  - (a) which are necessary due to an Event Outside AvantGarde Film Academy's Control;
  - (b) to ensure that AvantGarde Film Academy complies with any applicable law, regulation, safety requirement, recommended government rules and/or guidance relating to any disease or public health matter or in response to regulatory changes; or

- (c) which do not materially affect the nature or quality of the Services, such as updating Course content to ensure AvantGarde Film Academy delivers up-to-date content or updating materials to comply with health and safety requirements.
- 5.1.4 will use its reasonable endeavours to ensure that any changes are kept to a minimum, but if AvantGarde Film Academy needs to make any material changes to its Services or the Course (as determined by AvantGarde Film Academy), AvantGarde Film Academy will bring the material changes to my attention as soon as reasonably practicable.

5.2 I accept and agree that the dates, modes and locations for the delivery of the Services and the tutors and lecturers providing the Services may be subject to change from time to time where it is reasonable for AvantGarde Film Academy to do so and where the changes do not impact upon delivery of my learning outcomes. I accept that in these circumstances, AvantGarde Film Academy will notify me of any such changes as soon as reasonably practicable and will use its reasonable endeavours to limit and reduce any possible disruption to the Services I receive. Any such changes may occur for example:

- 5.2.1 due to Events Outside AvantGarde Film Academy's Control;
- 5.2.2 due to room, facilities and/or staff shortages;
- 5.2.3 in response to regulatory changes; and
- 5.2.4 in order to improve the content and/or delivery of the Services.

5.3 I accept and agree that AvantGarde operates at third party locations in Amsterdam that are easily accessible by public transport. I accept and agree that AvantGarde may use different rooms and different locations throughout the Course at its own discretion.

5.4 I accept and agree that by submitting my preference for a certain specialization no rights can be derived from that statement. I am solely responsible to initiate collaborations. I am aware that AvantGarde can advise but cannot be held responsible for setting up student collaborations.

5.5 I am aware that all training courses take place in groups and discussion sessions of ideas, synopses, story outlines, edits etc of individual students will thus take place in groups. I accept and agree that course time will be divided between all students. AvantGarde believes that students can benefit from learning from others.

## 6. My obligations

### 6.1 I agree to:

- 6.1.1 attend classes for the Course regularly and on time;
- 6.1.2 ensure that I have a level of spoken and written Dutch or English sufficient to allow me to participate in the Course;
- 6.1.3 refrain from using any audio or visual recording equipment during classes or practical sessions without written permission and the consent of Caspar Muller;
- 6.1.4 conduct myself in a professional and courteous manner and refrain from causing offence or nuisance to AvantGarde Film Academy, its staff or other students;
- 6.1.5 As AvantGarde uses third party locations, I accept and agree that I should behave as a guest and adhere to the rules and regulations belonging to those premises.

## 7. Fees and payment

### 7.1 In relation to the Fees, I acknowledge that:

- 7.1.1 the Fees payable by me will be as per the fees published on the Website as at the Application Date;
- 7.1.2 the Fees are payable in EUR;
- 7.1.3. after I have submitted the online Application Form I will receive an invoice by e-mail;
- 7.1.4 the Payment is to be effected within 14 days of the invoice date;
- 7.1.5 if AvantGarde Film Academy cannot offer me a place on the course, I will receive a refund of any Fees that I have paid within 14 days of AvantGarde Film Academy rejecting my Application.
- 7.1.6 if I do not pay the Fees in accordance with these Terms, I will not be entitled to start the Course;
- 7.1.7 all Fees stated are exclusive of VAT; as the services of AvantGarde Film Academy are exempted from VAT;
- 7.1.8 any Fees payable can be paid by bank transfer.
- 7.1.9 AvantGarde Film Academy's bank details are mentioned on the invoice.

## 8. Minimum age requirement

8.1 I understand that AvantGarde Film Academy cannot accept my Application if I am aged under 18, unless the Course is specifically advertised as being for persons under the age of 18.

8.2 By submitting my Application for any Course not advertised as being for persons under the age of 18, I accept that I warrant to AvantGarde Film Academy that I am

aged 18 or over. I accept that if this warranty turns out to be incorrect, AvantGarde Film Academy will be entitled to cancel the Contract on written notice to me.

## 9. My legal cancellation rights

9.1 I have legal rights to cancel the Contract within 14 days (the "Cancellation Period") without giving any reason to AvantGarde Film Academy. I accept that the Cancellation Period will expire 14 days after the date of the Confirmation.

9.2 If I wish to cancel the Contract within the Cancellation Period, I may inform AvantGarde Film Academy in writing using the email address provided at paragraph 2.2.

9.3 AvantGarde Film Academy will not start providing the Services to me during the Cancellation Period unless I expressly request AvantGarde Film Academy to do so.

9.4 If I cancel the Contract within the Cancellation Period, AvantGarde Film Academy will refund me the Fees that I have paid within 14 days of the date on which I inform AvantGarde Film Academy that I wish to cancel the Contract. However, I acknowledge that if I have expressly requested that AvantGarde Film Academy start providing the Services within the Cancellation Period, for example by attending the Course, then AvantGarde Film Academy will be entitled to charge me a reasonable sum for the Services provided based on the proportion of the Course I have undertaken. As a result, AvantGarde Film Academy can deduct this sum from any refund payable to me.

## 10. My other cancellation rights

10.1 I may cancel the Contract after the Cancellation Period but before the Course starts providing I give AvantGarde Film Academy written notice. I accept that in these circumstances I will remain liable for the Fees and will not be entitled to a refund of the Fees paid except in the circumstances laid out in paragraph 10.3 below.

10.2 I may also cancel the Contract after expiry of the Cancellation Period and after the commencement of the Course providing I give AvantGarde Film Academy written notice. I accept that in these circumstances I will remain liable for the Fees and will not be entitled to a refund of the Fees paid.

10.3 I understand and accept that:

- 10.3.1 if I provide AvantGarde Film Academy with written notice to cancel the Contract outside of the Cancellation Period but at least 28 days before the Course starts, I will be entitled to a 50% refund of the Fees I have paid;
- 10.3.2 if I provide AvantGarde Film Academy with written notice to cancel the Contract outside of the Cancellation Period and fewer than 28 days before the Course starts, I will not be entitled to any refund of the Fees.

10.4 I may also cancel the Contract at any time if:

- 10.4.1 AvantGarde Film Academy breaks the Contract in a material way and does not correct the situation within 28 days (where my Course is 1 month or more in duration) or 14 days (where my Course is less than 1 month in duration) of me asking AvantGarde Film Academy in writing to do so.

10.5 If I cancel the Contract for any reasons set out in paragraph 10.4. I accept that I will receive a full refund of any Fees paid.

10.6 I understand and accept that any refunds payable under this paragraph 10 may take up to 14 days to process.

## 11. AvantGarde Film Academy's cancellation rights

11.1 AvantGarde Film Academy may cancel the Contract no later than 10 working days before the Course starts if for example there is insufficient availability of tutors or rooms for the Course to be taught, or insufficient demand for the Course to make its running economically viable (as determined by AvantGarde Film Academy). In these circumstances I will receive a refund of the Fees.

11.2 AvantGarde Film Academy may cancel the Contract if an Event Outside AvantGarde Film Academy's Control prevents AvantGarde Film Academy from providing the Services or if AvantGarde Film Academy loses its right for the purposes of relevant legislation to provide the Services. In these circumstances, AvantGarde Film Academy will provide me with a pro-rata refund of any Fees paid as at the date of cancellation.

## 12. Postponement of classes

12.1 If a class is postponed for reasons for which AvantGarde Film Academy is responsible, including staff illness, AvantGarde Film Academy will make every reasonable effort to reschedule the class or to add the missed hours on to the remaining Course classes.

## 13. Non-attendance

13.1 Non-attendance at classes due to reasons other than AvantGarde Film Academy's default does not entitle me to refunds, extra tuition or a transfer.

13.2 If, for reasons outside my own reasonable control (such as illness) I miss classes, AvantGarde Film Academy will use its reasonable endeavours to offer me reasonable additional support, subject to me paying AvantGarde Film Academy's additional charges (such charges to be notified to me and approved by me in advance). In these circumstances, AvantGarde Film Academy may ask for a sick note or medical certificate.

## 14. Events outside AvantGarde Film Academy's control

14.1 AvantGarde Film Academy shall not be responsible for any failure to perform or delay in performing its obligations under the Contract that is due to an Event Outside AvantGarde Film Academy's Control. If an Event Outside AvantGarde Film Academy's Control takes place which affects its obligations under the Contract then I accept that:

- 14.1.1 AvantGarde Film Academy will contact me as soon as reasonably possible to notify me;
- 14.1.2 AvantGarde Film Academy's obligations under the Contract will be suspended and its time for performance extended for the duration of the Event Outside AvantGarde Film Academy's Control;
- 14.1.3 AvantGarde Film Academy will use reasonable endeavours to mitigate the impact of any disruption and recommence its obligations affected by an Event Outside AvantGarde Film Academy's Control; and
- 14.1.4 AvantGarde Film Academy will restart the Services as soon as possible when the Event Outside AvantGarde Film Academy's Control is over.

## 15. Data protection and Privacy Policy

15.1 AvantGarde Film Academy will process Personal Data. I understand and accept that AvantGarde Film Academy will use my data for the purpose stated and not for any other purposes. Data will not be disclosed to third parties without my consent. I accept and agree that my data may be used for business purposes such as mailings made by AvantGarde Film Academy expressly to me.



## 16. Ownership of Intellectual Property (IP)

16.1. The generator of IP is identified as the 'inventor' or 'creator'. However this must be distinguished from "ownership", which is the right to use or exploit IP.

16.2 The student originator of IP will always be identified as its inventor.

16.3 AvantGarde Film Academy retains the right to use, reproduce, modify and distribute student work for the purposes of marketing and publicity (such as website and Instagram).

16.4 AvantGarde Film Academy retains the right to use photos and videos made during the course and/or at the student's film shoots for the purposes of marketing and publicity.

16.5 The intellectual property rights of any work produced by any student in the course rests with the student.

16.6 Written submissions to online communication tools such as e-mail, feedback sessions, and in-class discussions etc are treated as copyright works. The student retains the intellectual property rights of any such work, although AvantGarde Film Academy retains an irrevocable non-exclusive royalty-free right to use, reproduce, modify and distribute such works for the purposes of marketing and publicity.

16.7 AvantGarde Film Academy may also retain work to support the learning and teaching process, which may include being used as an example for future students.

16.8 If work which you produced at AvantGarde Film Academy is used outside the Academy either while you are a student or after you have left, for example as part of an exhibition or for publication, an acknowledgement of AvantGarde Film Academy is required.

## 17. Liability

17.1 In no event shall AvantGarde Film Academy be liable for any direct, special, indirect or consequential death or personal injuries, loss or damages, or any other damages of any kind, arising out of or in any way connected with attending our courses, the use or inability to use our website, our services, attending and participating in film shoots etc.

17.2. Students are advised to put in place health and safety procedures at their film shoots. AvantGarde Film Academy does not accept any liability for health and safety measures nor student compliance to these measures.

17.3 I accept and agree that I am solely responsible for interpreting the feedback and advice given to me by AvantGarde Film Academy. I am aware that AvantGarde Film Academy cannot be held responsible for the creative decisions I make.

## 18. Complaints

18.1 If I have any complaints about the Services, I should raise this with AvantGarde Film Academy by contacting programme director Caspar Muller by email at [caspar@casparmuller.com](mailto:caspar@casparmuller.com).

## 19. Applicability of Terms and Conditions

19.1 If any of the clauses in these Terms conflict with Dutch Law, AvantGarde Film Academy reserves the right to formulate and effectuate similar clauses.

19.2 AvantGarde Film Academy reserves the right to change or modify any of the Terms and Conditions contained in the Terms at any time and at its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Website, and I waive any right I may have to receive specific notice of such changes or modifications.