



General Terms and Conditions Artemis Academie

These General Terms and Conditions have been drawn up in collaboration with the Dutch Council for Training and Education (NRTO) and supplemented by programme-specific terms and conditions of Artemis Academie.

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Article 1 - Definitions	p. 2
Article 2 - Applicability	p. 3
Article 3 - Offer	p. 3
Article 4 - Agreement	p. 3
Article 5 - Cancellation & (early) termination of the agreement	p. 4
Article 6 - Copyright	p. 5
Article 7 - Price changes	p. 5
Article 8 - Delivery	p. 5
Article 9 - Conformity and non-performance of the agreement	p. 6
Article 10 - Payment	p. 6
Article 11 - Late payment	p. 6
Article 12 - Suspension	p. 7
Article 13 - Liability	p. 7
Article 14 - Confidentiality	p. 7
Article 15 - Questions and complaints	p. 7
Article 16 - NRTO Dispute Resolution Scheme	p. 7
Article 17 - Performance guarantee	p. 8
Article 18 - Amendments	p. 8

Article 1 - Definitions

Subscription	An arrangement under which a one-off or periodic payment is made, entitling the user to unlimited use of a learning offer for a specified period.
Education	Education, programme, course and/or training, both distance learning and in-person education.
Distance learning	A form of education in which the teacher and student or participant are not physically present at the same time.
In-person education	A form of education with direct interaction between the teacher or trainer and the student or participant.
Educational service	The provision of education, a programme and/or training, whether or not including the supply of teaching materials and whether or not including an examination or other form of assessment relating to it.
Formal education	Education regulated by specific education legislation and completed with a formal diploma; this is a legally recognised diploma.
Non-formal education	Education that is not regulated by specific education legislation.
Agreement	An agreement as referred to in Article 2.
Distance contract	An agreement concluded between the provider and the consumer as part of an organised distance-sales system for products, digital content and/or services, where, up to and including the conclusion of the agreement, only one or more means of distance communication are used.
NRTO	Nederlandse Raad voor Training en Opleiding (Dutch Council for Training and Education). The NRTO is the umbrella trade association for all private training and education providers in the Netherlands.
Start-up costs	The costs incurred by an education provider in advance for the performance of the study agreement. An education provider always incurs start-up costs on your behalf. These costs include: administrative costs, IT costs, marketing costs and staff costs; rental of the training location; sending and following up documents to be submitted or provided by the student, including the education agreement; where applicable, administering an intake test and/or conducting an intake interview; planning and compiling group allocations, timetables and the recruitment and scheduling of teachers; specific information/provision of information; distribution of information materials; administrative processing of the enrolment; setting up the student file; setting up and configuring the student account in the online learning environment; preparations for and delivery of any induction; related expenses such as postage, online licence fees, costs of intake tests, information materials, etc.; or other costs insofar as an education provider can substantiate them.
The student/participant	A natural person who is not acting in the course of a profession or business and who purchases an educational service from Artemis Academie, hereinafter referred to as the Student/participant.

Article 2 - Applicability

These General Terms and Conditions apply to all agreements between Artemis Academie and the student/participant relating to an educational service, both formal education and non-formal education.

Article 3 - Offer

- Artemis Academie publishes its full range of educational programmes electronically via its website, including information on costs and admission requirements.
- The offer contains a full and accurate description of the educational service and the conditions under which it will or will not start.
- Each offer contains sufficient information to make clear to the student/participant the rights and obligations associated with accepting the offer.
- Enrolment takes place electronically or by means of an enrolment agreement containing the following information:
 - How the agreement will be performed;
 - When the educational service starts;
 - The price and payment terms relating to tuition fees/course fees;
 - Reference to the General Terms and Conditions;By signing the enrolment agreement / completing the electronic enrolment, the student/participant declares that they agree to these General Terms and Conditions. The student also undertakes to pay the tuition fees per academic year, as stated in Article 4 of the Enrolment Agreement.
- Without prejudice to the provisions of paragraphs 1 to 4, in the case of a distance contract the offer shall also include the following information:
 - the identity and address of the provider, including the visiting address of the provider's place of business;
 - your right to cancel the agreement within fourteen days in accordance with Article 5 paragraphs 4 and 5;
 - if additional charges are made for contacting the provider by telephone or internet: the applicable rate;
 - the period for which the offer is valid.
- These General Terms and Conditions are explicitly made known to the student/participant before the agreement is concluded and form an integral part of the general information provided by Artemis Academie.
- Artemis Academie may make the issue of an offer and/or acceptance of an assignment conditional on the student/participant providing their personal data and, if and insofar as required and/or permitted by government regulations, providing a copy of a valid passport or identity card.

8. Artemis Academie reserves the right to cancel an educational service if there are insufficient enrolments. Where possible, Artemis Academie will offer an alternative. If this is not taken up, the relevant educational service will be refunded. If there is any doubt as to whether an educational service can proceed, participants will be informed as soon as possible.

Article 4 - Agreement

1. The agreement takes effect at the moment Artemis Academie receives the participant's enrolment / the enrolment agreement signed by the student, in which the student/participant has also declared that they agree to these General Terms and Conditions.
2. Enrolments are processed in the order in which they are received.
3. In the case of electronic contracting, Artemis Academie sends an electronic confirmation to the student/participant; until receipt of an electronically accepted assignment has been confirmed by Artemis Academie, the student/participant may cancel the assignment.

Article 5 - Cancellation & (early) termination of the agreement

1. The student/participant may cancel and terminate a fixed-term agreement at any time. Artemis Academie will provide the student/participant with written confirmation. If the agreement concerns in-person education with a fixed start date, the cancellation and early-termination arrangements set out below apply after the expiry of any cooling-off period. The student/participant then pays reasonable compensation for work already carried out, including Start-up Costs. The percentages below represent the maximum amount payable. If the reasonable compensation payable is lower, the student/participant will be charged the lower amount. At the student's request, Artemis Academie will substantiate the amount of the compensation.

	Programme/course shorter than 1 academic year	Programme is 1 academic year or longer than 1 academic year
Cancellation up to 2 months before the start	10% of the agreed price	10% of the agreed price for the upcoming academic year only
Cancellation/early termination between 2 months and 1 month before the start	20% of the agreed price	20% of the agreed price for the upcoming academic year only
Cancellation/early termination between 1 month and 2 weeks before the start	30% of the agreed price	30% of the agreed price for the upcoming academic year only
Cancellation/early termination less than 2 weeks before the start	50% of the agreed price	40% of the agreed price for the upcoming academic year only
Early termination during the academic year	In the event of early termination: 50% (as start-up costs) of the agreed price, less any study materials not yet received, plus the costs of education already followed, regardless of whether you attended the session(s). The total costs will never exceed the agreed price. The costs of education already followed are in principle determined as follows: • For a programme running throughout the year: the costs pro rata to the number of months/days during which the programme was followed, including the current month. • For a programme divided into blocks: the costs of completed blocks/modules plus the costs of the module(s)/block(s) being followed at the time of early termination.	In the event of early termination: 40% (as start-up costs) of the agreed price for the current academic year, less any study materials not yet received, plus the costs of education already followed, regardless of whether you attended the session(s). The total costs will never exceed the agreed price. The costs of education already followed are in principle determined as follows: • For a programme running throughout the whole year: the costs pro rata to the number of months during which the programme was followed, including the current month. • For a programme divided into blocks: the costs of completed blocks/modules plus the costs of the module(s)/block(s) being followed at the time of early termination.

2. Cancellation before the education has started or early termination must be made in writing or electronically.
3. Artemis Academie provides the student with a form for the above-mentioned cancellation of the agreement. Use of this form is not mandatory.
4. For fourteen days after entering into a distance contract relating to an educational service, the student/participant has the right to cancel the agreement without giving reasons. If Artemis Academie has not provided all legally required information, including the information referred to in Article 3 paragraph 5, this period shall be fourteen days from the date on which that information is subsequently provided, up to a maximum of twelve months after the agreement was concluded.
5. Where applicable, if the required prior education has not been obtained before the start of the programme, the agreement may be cancelled free of charge by sending a copy of the grade list marked "rejected".
6. Artemis Academie reserves the right to remove a student/participant from the programme during the programme if the management considers their conduct to be contrary to the interests of the programme or fellow students/participants. In that case, the student/participant's financial obligations remain fully in force.

Article 6 - Copyright

1. All teaching materials offered by Artemis Academie are intended solely for the personal use of the student/participant. All items provided by Artemis Academie, such as books, practice examinations, readers and software, are protected by copyright belonging to Artemis Academie or third parties. The items referred to in this Article may not, without the express prior consent of Artemis Academie, be reproduced, made public and/or otherwise disclosed or supplied to third parties, either during the term of the programme or afterwards. Nor is it permitted to publish the materials in an amended form or use them under one's own name without the written permission of Artemis Academie. The copyright/ownership rights in the programme are held in full by Artemis Academie.
2. Artemis Academie shall be regarded as the maker, within the meaning of Article 7 of the Dutch Copyright Act, of anything produced by the student/participant as part of assignments during the study/course. Upon completion of the programme/course, the rights are transferred to the student/participant. For up to three years after completion of the programme, Artemis Academie retains the right to use work produced by the student/participant during the programme/course for promotional purposes, in the broadest sense of the term.

Article 7 - Price changes

1. If a price change occurs within three months after the agreement is concluded but before the education starts, this will not affect the agreed price.
2. The student/participant is entitled to cancel the agreement if the price is increased more than three months after the agreement is concluded but before the education starts.
3. Paragraphs 1 and 2 do not apply to price changes arising from the law.

Article 8 - Delivery

1. Teaching materials

- a. Artemis Academie provides the teaching materials to the student/participant in good time. Timely delivery also includes providing timely access to teaching materials supplied electronically.
- b. When teaching materials are purchased without education, the maximum delivery period is 30 days, unless otherwise agreed. If this delivery period is exceeded, the student may cancel the agreement without any further notice of default.
- c. Incorrect or damaged teaching materials will be replaced immediately by Artemis Academie at no cost to the student.

2. Marking

- a. The student/participant will be informed of the period within which submitted assignments or assessments will be marked
- b. The time at which marked work is returned must be reasonably proportionate to the start of the next part of the education or, where applicable, a resit.

Article 9 - Conformity and non-performance of the agreement

1. The educational service must comply with the agreement and be delivered professionally and using adequate facilities.
2. If one of the parties fails to fulfil an obligation under the agreement, the other party may suspend performance of the corresponding obligation. In the event of partial or improper performance, suspension is permitted only insofar as justified by the failure.
3. Artemis Academie has a right of retention if the student/participant fails to fulfil an enforceable obligation, unless the failure does not justify such retention.
4. If one of the parties fails to perform the agreement, the other party is entitled to terminate the agreement, unless the failure, in view of its minor significance, does not justify termination.

Article 10 - Payment

1. Payment is made by crediting the amount due to a bank account specified by Artemis Academie at the time of purchase or delivery, or by means of electronic payment methods recognised by banks.
2. If payment in instalments has been agreed, the student/participant must - subject to paragraph 3 - pay according to the instalments and percentages as laid down in the enrolment agreement. Payment in instalments takes place by direct debit only. The amounts and dates of the debit instalments are also stated on the authorisation form.
3. Payment for the educational service must be made before the programme/course starts. Artemis Academie may require the student/participant to pay the full amount, or the first instalment, no later than 10 working days before the educational service begins.

Article 11 - Late payment

1. The student/participant is in default once the payment due date has passed. After that date, Artemis Academie will send a free payment reminder and give the student/participant the opportunity to pay within 14 days of receiving that reminder.
2. If the student/participant has still not paid after this period, statutory interest will be due on the outstanding amount and Artemis Academie will be entitled to charge the extrajudicial collection costs it has incurred. These collection costs are a maximum of 15% on outstanding amounts up to €2,500; 10% on the next €2,500; and 5% on the following €5,000, with a minimum of €40. Artemis Academie may deviate from these amounts and percentages in favour of the student/participant.
3. If even a single payment remains unpaid and/or any other obligation arising from this agreement is not fulfilled, the amount then due shall become immediately payable in full after the period referred to in Article 11.1 has expired. Any collection and/or legal costs in the event of non-payment will be recovered from the student/participant.
4. Artemis Academie reserves the right to exclude a student/participant from classes, examinations, progression assessments or the final examination if not all agreed (payment) obligations have been met. The financial obligation nevertheless remains fully in force.

Article 12 - Suspension

During the handling of a complaint or dispute in accordance with Articles 15 and 16, Artemis Academie will suspend the charging of interest and collection costs.

Article 13 - Liability

1. Insofar as Artemis Academie is liable for an attributable failure and the student/participant suffers loss as a result, Artemis Academie's liability for loss that is not the result of personal injury, death or property damage is limited to compensation for direct loss.
2. Artemis Academie's liability for personal injury, death or property damage is not excluded or limited.
3. The liability referred to in paragraphs 1 and 2 extends to persons employed by Artemis Academie and to persons appointed by it to perform the agreement.
4. The student/participant is required to take out third-party liability insurance (WA). By signing these terms, Artemis Academie is indemnified against loss caused by the student/participant for which Artemis could be held liable under statutory provisions.
5. Artemis Academie is not liable for the loss of and/or damage to personal property.

Article 14 - Confidentiality

Information provided by the student/participant will be treated confidentially by Artemis Academie, its staff and/or persons working on its behalf. Artemis Academie complies with applicable privacy legislation.

Article 15 - Questions and complaints

1. Administrative questions and questions about the content of the educational service will be answered by Artemis Academie within 10 working days of receipt. Questions or complaints that are expected to require a longer processing time will be acknowledged promptly by Artemis Academie, with an indication of when the student/participant can expect a more detailed answer.
2. Complaints about the performance of the agreement must be submitted to Artemis Academie in a timely manner, fully and clearly described, after the student/participant has identified or could reasonably have identified the shortcomings. Complaints must be submitted within 2 months at the latest. Failure to submit a complaint in time may result in the student/participant losing their rights in this respect.
3. If the complaint cannot be resolved by mutual agreement, a dispute arises that is eligible for the dispute resolution scheme set out in Article 16.

Article 16 - NRTO Dispute Resolution Scheme

1. The agreement is governed by Dutch law, unless the law of another country applies under mandatory law.
2. Disputes between the student/participant and Artemis Academie concerning the formation or performance of agreements relating to services and goods to be supplied or supplied by Artemis Academie may be submitted by either the student/participant or Artemis Academie to the Disputes Committee for Private Educational Institutions (Geschillencommissie Particuliere Onderwijsinstellingen). More information can be found at: www.degeschillencommissie.nl.
3. The disputes committee will only consider a dispute if the student/participant has first submitted the complaint to Artemis Academie in accordance with Article 15 and this has not resulted in a solution satisfactory to both parties.
4. A dispute must be submitted to the disputes committee within twelve months after the complaint was submitted in accordance with Article 15.
5. A fee is payable for the handling of a dispute.
6. If the student/participant submits a dispute to the disputes committee, Artemis Academie is bound by that choice.
7. If Artemis Academie wishes to submit a dispute to the disputes committee, it must first ask the student/participant in writing to state within 5 weeks whether they agree. Artemis Academie must state that, after the expiry of that period, it considers itself free to submit the dispute to the ordinary court. The District Court of Amsterdam has jurisdiction to hear disputes.
8. The disputes committee will issue its decision in accordance with the provisions of the regulations applicable to it. The decision of the disputes committee takes the form of binding advice.
9. Only in cases where formal education is subject to a binding statutory dispute resolution scheme, such as for the examination of the student/participant, do paragraphs 2 to 8 of this Article not apply.

Article 17 - Performance guarantee

1. NRTO guarantees compliance by its members with the binding decisions of the Disputes Committee for Private Educational Institutions, unless the member submits the binding decision to the court for annulment within two months of its dispatch.
2. NRTO does not provide a performance guarantee if, before the student/participant has met the intake requirements for the dispute to be considered (payment of the complaint fee, receipt of the completed and signed questionnaire and any deposit), one of the following situations applies:
 - the member has been granted a suspension of payments;
 - the member has been declared bankrupt; or
 - the business activities have in fact been terminated.For the last of these situations, the decisive date is the date on which the termination of the business is entered in the Commercial Register, or an earlier date on which NRTO can reasonably demonstrate that the business activities have in fact been terminated.
2. The guarantee provided by NRTO is limited to €5,000 per binding decision. NRTO provides this guarantee on the condition that the student/participant invokes the guarantee and, at the same time as the guarantee is honoured, assigns to NRTO their claim under the binding decision up to the maximum amount paid out. For any amount above this, NRTO has a best-efforts obligation to ensure that the member complies with the binding decision.

Article 18 - Amendments

Artemis Academie will amend these General Terms and Conditions only in consultation with NRT0.