

General terms and conditions courses Panta Rhei

Article 1 Definitions

1. In these terms and conditions, the following terms have the following meanings, unless explicitly indicated otherwise. Organizer: Panta Rhei; postgraduate education osteopathy, Goudreinettestraat 1, 4421 LA Kapelle. Student: registered osteopath. Assignment: courses, workshops, conferences and postgraduate education osteopathy

Article 2 General terms

1. The general terms and conditions apply to courses, workshops, conferences and training courses organized under the banner of Panta Rhei. These conditions are valid only when approved by the student on the website of Panta Rhei (www.pantarheiosteopathie.nl).
2. If one or more of the provisions of these general terms and conditions should be null and or declared void, the remaining provisions of these general terms and conditions still apply. Organizer and participant will then consult with each other to make new stipulations replacing the null and void conditions or to agree upon, which if and for as much as possible the purpose and intent of the original provision.
3. Panta Rhei organizes courses for osteopaths DO registered with the NRO and NOF for GNRPO for Belgium and the Netherlands. Students from countries other than defined need to be registered at their national Osteopathic registry.

Article 3 Course descriptions and training plan

1. The organizer guarantees that he will provide all the essential information about the course.
2. The student can request information about a particular course without obligation. After registration, the course can be cancelled free of charge eight weeks prior to the start of the course. When cancelled within eight weeks before the beginning of the course the student can cancel free of charge within 14 days of the course registration. During this period the student will receive a request for payment of the course fees. See also article 8 and 9.
3. The Organizer applies for accreditation for the courses at the NRO and the GNRPO. On the website of Panta Rhei is published if a particular course is accredited.

Article 4 Availability of information and cooperation

The organizer shall provide the student in a timely manner all documents, information and contacts necessary for the smooth running of the course.

Article 5 Course organization and course content

1. The organizer is responsible for the organization of the course.
2. In the case of external lecturers the organization will do everything possible to let the contents of the course match the description of the course as done in the announcement.
3. The organization is not responsible for the theoretical and practical content where this is covered by the private vision of the teacher.
4. The organization is not responsible for any inflicted injury of both the teacher and the student
5. Every teacher should have a professional liability insurance as required in the Statute of the vocational register.

Article 6 Changes of the course

1. The organization will in the event of any changes of the course content, the course dates and the course, notify this as soon as possible to the student.
2. When changes in the course, do not suit the student, the student has the right to cancel the course free of charge.
3. If there is insufficient participation, the organization has the right to cancel the course until at least two weeks before the beginning of the course.
4. If cancelled by force majeure (illness, aircraft and other problems) the organization has the right to cancel the course at any given time.

5. The organization is not responsible for costs such as airline tickets and overnight costs in case of cancellation due to force majeure (also see article 13).

Article 7 duration of the agreement

The agreement applies to the course where the student registered for. When registered for a training, the license agreement applies for the total duration of the training.

Article 8 Course fees

1. The course fees are in accordance with the costs that are indicated on the website by Panta Rhei or indicated in the brochure of the organizer.
2. The fees include coffee, tea and lunch unless other stated but excluding overnight costs
3. Amounts are exempt from VAT.
4. The course fees include the syllabus unless otherwise indicated by the organizer. The course costs can be increased for the second year of training. This must be communicated by the organizer to the student timely. The student has the right not to register for the second year of training based on the objection against the cost increase.

Article 9 Terms of payment and cancellation policy

1. Payment must be made within two weeks of the invoice date, unless otherwise agreed by the organizer and participant. Objections against the height of the declarations do not suspend the fulfillment of the payment obligation.
2. After the expiration date, the student is in default and has organizer the right to calculate the statutory interest rate. The interest on the amount due and payable shall be calculated from the moment that the student is in default until the moment of payment of the full amount, which a part of a month is considered to be the entire month. The cost of a reminder, a second reminder and summation are at the expense of the student.
3. If the payment fails for more than 2 weeks, the organizer has the right to exclude the participant and allow another student to enlist to the course.
4. In case of cancellation of the course until two weeks before the start date, 50% of the course fee will be refunded. Cancellations made within two weeks before starting the course, the student is required to comply with the total course fee.
5. In the case of "force majeure" the student can consult with the organizer to use the course fee for the next course. The organizer determines whether there is a case of force majeure.
6. In case of cancellation due to "force majeure" the student is obligated to inform the organization as soon as possible that she/he cannot be present on the course.
7. The prices given in above-mentioned courses and training are exempt from VAT and other Government levies, as well as additional costs in the context of the assignment, including shipment and administration costs, unless otherwise indicated.
8. In the case of training vouchers as published by the Flemish community, the amount (50% of the course fee) will be paid by the SME on a fictional account. The student must pay 50% of the course fee to the same fictional account. The student must then transfer the total amount of this fictional account to Panta Rhei.

Article 10 Complaints

1. Complaints about the courses must be served by the student within two weeks of the start date of the course or training in writing or by email to the supplier. The complaint must be a detailed description of the shortcoming, so that operator is able to respond adequately. The organizer shall respond to the complaint within 4.
2. If a complaint is justified, the organizer will make every effort to make the course content available as described in the brochure or on the website still mentions.
3. If the organizer and the participant can't come together to find a solution they will call in the help of the Complaints Commission. In the Netherlands this is the NRO, in Belgium GNRPO.
4. The verdict of the NRO and the GNRPO is binding for both parties.
5. The complaint will be kept confidential and be maintained for a period of at least three years. The organizer is responsible for this.

Article 11 Liability

1. For each course organized by the organizer, there is a effort obligation. Organizer can never be held liable for the results that are achieved. The organizer is only liable for shortcomings in the implementation of the course due to carelessness and incompetence in giving advice and running the course.
2. If the organizer is liable for direct damage, the liability will be limited to a maximum of the invoice amount. Liability is at all times limited to the amount of financial corrections made by the organizers insurer to provide benefit in the common case.
3. The organizer is under no circumstances responsible for the damage that has been caused by incorrect grips done by teachers or fellow students. These fall under the responsibility of the Commission at all times and student or teacher.
4. In no event compensation can be claimed for damage caused by any loss of income of the client (in any way whatsoever) or on indirect damage and consequential damage.

Article 12 Transfer of risk

The risk of loss of or damage of affairs is at all times the responsibility of the student.

Article 13 Force majeure

1. Parties shall not be held to fulfil any obligation, if they are hindered to do so due to a circumstance that is not due to debt, by virtue of law, a legal act or generally accepted on their behalf.
2. In this agreement force majeure is understood as, in addition to the law and jurisprudence, all external causes, foreseen or not provided, which cannot have any influence but which prevents the organizer from fulfilling his obligations. Strikes in the company of Organizer, illness and/or disability including.
3. The organizer also has the right to invoke force majeure if the circumstance which prevents (further) fulfilment occurs after the course has started.
4. The parties may, during the period that the force majeure continues postpone the course. If this period lasts longer than two months, either of the parties shall be entitled to cancel the registration for the course, without any obligation to compensate the damage to the other party.
5. When as a result of force majeure, a part of the course or training expires within two months the organizer will organize a replacement activity. To do so, the organizer gets a year. When this does not suit the student, the student is allowed to ask for a refund on a part of his entry fee. The amount is determined by the percentage of time that the course has already been given.

Article 14 Secrecy

1. Both parties are required to maintain secrecy of all confidential information received in the context of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if this results from the nature of the information.
2. If, on the basis of a legal provision or a court ruling, the organizer is required to provide confidential information to third parties designated by law or the competent court, and the organizer in the matter itself can't rely on a legal or recognized by a competent judge or permitted right of excuse, then the organizer cannot be held accountable for damages or compensation and the other party is not entitled to dissolve the contract on account of any damage , this may cause.

Article 15 Intellectual property and copyrights

1. Without prejudice to otherwise in these terms and conditions noted, the organizer retains rights and powers for that the organizer is entitled under the Copyright Act.
2. Models, methods and tools developed and/or applied by the organizer or an external lecturer as voiced in the course, are and remain the property of the organizer and or teacher. Publication or other forms of publishing is only permitted after a written consent of the supplier.

3. All documents, such as provided by the organizer such as the course syllabus, course reports, etc. for the benefit of the student, are to be used by the student and can be multiplied by the student for his own use in their own practice. All documents that are provided by the organizer may not be made public, or communicated to third parties, by applicant without the prior consent of the organizer, unless the nature of the documents provided dictates otherwise.

4. The student may only make photos, audio and video recording when there is granted an agreement by the organizer and the eventual external lecturer.

Article 16 Disputes

1. In the event of a dispute arising out of this agreement or other agreements, the parties will seek out to solve this with the help together.

2. If it proved impossible to solve a dispute using the respective registers as referred to above, the dispute will be settled by a competent court.

Article 17 Applicable law

On each contract between the student and organizer the Dutch law is applicable; even if the student is residing or established abroad.

Article 18 Changes

These conditions have been filed at the Office of the Chamber of Commerce where the organizer is registered at location Middelburg. The most recently filed version shall always apply, or, the version valid at the time of the conclusion of the contract.