



Panta Rhei
O P L E I D I N G E N
O S T E O P A T H I E

TERMS AND CONDITIONS

Panta Rhei Opleidingen VOF

VERSION AUGUST 2024

TERMS AND CONDITIONS Panta Rhei Opleidingen

Article 1 Definitions

1. In these terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.
 - o **Organizer:** Panta Rhei Opleidingen; postgraduate education in osteopathy, located at Ericssonstraat 2, 5121ML Rijen.
 - o **Student:** Registered osteopath or related (para)medical professional.
 - o **Assignment:** Courses, workshops, conferences, and postgraduate education in osteopathy.

Article 2 General

1. These terms and conditions apply to courses, workshops, conferences, and education organized by Panta Rhei. These conditions only apply when accepted by the student on the Panta Rhei Opleidingen website (www.pro-osteo.com) during registration for a course, conference, or workshop.
2. If one or more provisions of these terms and conditions are nullified or annulled, the remaining provisions of these terms and conditions shall remain fully applicable. The organizer and the student will consult to agree on new provisions to replace the nullified or annulled provisions, taking into account the purpose and intent of the original provision as much as possible.
3. Panta Rhei organizes courses for DO osteopaths registered with NRO and NOF in the Netherlands, GNRPO in Belgium. Students from other countries must be registered with their national osteopathic register. Additionally, Panta Rhei organizes non-accredited courses for (para)medical professionals.

Article 3 Course Descriptions and Training Plan

1. The organizer ensures that they have provided all essential information about the course to the best of their knowledge.
2. The student can request information about a specific course without obligation. After registration, the course can be canceled free of charge up to 3 months before the start. If registration is within 3 months of the start, the student can cancel the course free of charge within 14 days of registration. During this period, the student will receive a payment request for the course fees. See also Articles 8 and 9.
3. The organizer requests accreditation for the courses from the NRO, NOF, BCO/GNRPO (Belgium). The Panta Rhei website indicates whether a particular course is accredited.

Article 4 Provision of Information and Cooperation The organizer provides the student with all necessary documents, information, and contacts in a timely manner to ensure the smooth running of the course.

Article 5 Course Organization and Content

1. The organizer is responsible for organizing the course.
2. In the case of external lecturers, the organizer will do everything possible to ensure that the course content matches the description provided in the course announcement.

3. The organization is not responsible for the theoretical and practical content where it falls under the lecturer's own perspective.
4. The organization is not responsible for any injury during the course due to possible incorrect actions by the lecturer or fellow students.
5. Each lecturer must have professional liability insurance as required by the statutes of the professional register.
6. Property rights to course materials remain with the course organization or the respective lecturer. Sharing course materials (e.g., videos, photos, and syllabus) with third parties is not permitted.

Article 6 Course Modifications

1. The organization will notify the student as soon as possible of any changes to the course content, dates, and location.
2. If these changes do not suit the student, they have the right to cancel the course free of charge.
3. In the event of insufficient participants, the organization has the right to cancel the course, with a minimum of two weeks' notice before the course begins.
4. In case of cancellation due to force majeure (illness, travel restrictions, etc.), the organization has the right to cancel the course even later than two weeks before the course date.
5. The organization is not responsible for any costs incurred, such as airline tickets and hotel expenses, in case of cancellation due to force majeure.

Article 7 Duration of the Agreement The agreement applies to the course for which the student has registered. In the case of a training program, the agreement applies for the entire duration of the program, including any subsequent training years.

Article 8 Course Fees

1. The course fees are in accordance with the costs indicated on the Panta Rhei website or in the organizer's brochure.
2. The costs include coffee, tea, and lunch unless otherwise stated, but exclude accommodation costs unless otherwise specified.
3. Amounts are exempt from VAT.
4. The course fees include the (digital) syllabus unless otherwise indicated by the organizer.
5. If the organizer offers the option of installment payments and the student wishes to use this option, the full payment obligation for the respective course or training program still applies.
6. When participating in a training program, the course fees for the second year of the program may be increased. This must be communicated to the student by the organizer in a timely manner. The student has the right to not enroll in the second year of the program if they object to this increase.

Article 9 Payment and Cancellation Conditions

1. Payment must be made within two weeks of the invoice date, unless otherwise agreed between the organizer and the student. Objections to the amount of the invoices do not suspend the payment obligation.
2. After the due date, the student is in default, and the organizer has the right to charge statutory interest. The interest on the payable amount will be calculated from the moment the student is in default until the moment of payment in full, with part of a month being considered a full month. The costs of a reminder, demand, and summons due to default are at the expense of the student.
3. If payment is overdue by more than 2 weeks, the organizer may remove the student from the participants' list and allow another student to take the course.

4. The student has the right to cancel their participation free of charge and without giving reasons within 2 weeks of registering for a course.
5. If the course is canceled between 3 and 2 months before the start, the student owes 50% of the course fee. If the course is canceled within 2 months before the start, the student owes the full course fee to the organizer.
6. In the event of "force majeure," the student may, in consultation with the organizer, carry over the course fee to a subsequent course. The organizer will determine whether force majeure is applicable.
7. In case of cancellation due to "force majeure," the student should notify the organization as soon as possible that they cannot attend the course and provide the necessary evidence if requested.
8. The prices of the mentioned courses and training programs are exempt from VAT (CRKBO registered institution) and other government levies, as well as any costs to be incurred in the context of the assignment, including shipping and administration costs, unless otherwise stated.

Article 10 Complaints

1. Complaints about the courses must be reported in writing or by email to Panta Rhei by the student within two weeks after the course or training program. The complaint should contain as detailed a description as possible of the shortcoming, so the organizer can respond adequately. The organizer must respond to the complaint within 4 weeks.
2. If a complaint is justified, the organizer will do everything possible to make the course content as described in the brochure or listed on the website available to the student.
3. The complaint will be treated confidentially and kept for at least three years. The organizer is responsible for this.
4. For further information about the complaints procedure, please refer to www.pro-osteoo.com.

Article 11 Liability

1. For each course organized by the organizer, there is an obligation of effort. The organizer can never be held liable for unachieved results. The organizer is only liable for shortcomings in the execution of the course that are due to carelessness and incompetence in giving advice and conducting the course.
2. If the organizer is liable for direct damage, that liability is limited to a maximum of the invoice amount. Liability is always limited to a maximum of the amount paid out by the organizer's insurer in the case in question.
3. The organizer is not liable for any damage caused by incorrect manipulations performed by lecturers or fellow students. These are always the responsibility of the fellow student or lecturer.
4. No claim can be made for compensation of damage caused by loss of income of the client (in any way whatsoever) or for indirect and consequential damages.

Article 12 Risk Transfer The risk of loss or damage of items is always the responsibility of the student.

Article 13 Force Majeure

1. Parties are not obliged to fulfill any obligation if they are hindered as a result of a circumstance that is not attributable to fault, and neither by law, a legal act, nor generally accepted practice.
2. In these terms and conditions, force majeure is understood to mean, in addition to what is understood by law and jurisprudence, all external causes, foreseen or unforeseen, over which the organizer has no control, but which prevent the organizer

from fulfilling its obligations. Strikes in the organizer's company, illness, and/or incapacity for work are included.

3. The organizer also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after the course has started.
4. Parties can postpone the course during the period that the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the course registration without obligation to pay compensation to the other party.
5. When part of the course or training program is canceled due to force majeure, the organizer will communicate a replacement activity within two months. If this does not suit the student, they can request a refund of part of the registration fee. The amount is determined based on the percentage of time the course has already been given.

Article 14 Confidentiality

1. The student and the organizer are obliged to maintain the confidentiality of all confidential information they have obtained from each other or from another source in the context of their course or training program. Information is considered confidential if it has been communicated as such by the other party or if this results from the nature of the information.
2. The organizer does not store any data from the students, except for the registration details. These are only used to provide the course certificate to the student.

Article 15 Intellectual Property and Copyrights

1. Notwithstanding the provisions in these terms and conditions, the organizer reserves all rights and powers to which it is entitled under the Copyright Act.
2. Models, methodologies, and instruments developed and/or applied by the organizer or an external lecturer as expressed in the course are and remain the property of the organizer and/or the lecturer. Publication or other forms of disclosure can only occur with prior written permission from the organizer.
3. All materials provided by the organizer, such as the course syllabus, course reports, etc., are for the student's use and may be reproduced by the student for personal use in their own practice. All materials provided by the organizer may not be made public or disclosed to third parties by the student without the prior consent of the organizer, unless the nature of the materials dictates otherwise.
4. The student may only take photos, audio, and video recordings with the express consent of the organizer and any external lecturer.

Article 16 Disputes

1. In the event of disputes arising from this agreement or from agreements based on it, the parties will first attempt to resolve them through mutual consultation.
2. If it proves impossible to resolve a dispute as mentioned above, the dispute will be settled by a competent court.

Article 17 Applicable Law All agreements between the organizer and the student are governed by Dutch law, even if the student resides or is established abroad.

Article 18 Amendments These terms and conditions are filed with the Chamber of Commerce where the organizer is registered, namely in Breda. The applicable version is always the most recently filed version or the version that was valid at the time the assignment was concluded.