General Terms and Conditions Panta Rhei Opleidingen VOF

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Panta Rhei Opleidingen
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General terms and conditions - Panta Rhei Opleidingen

In the event of any discrepancies or ambiguities, the Dutch version of these Terms and Conditions ("Algemene Voorwaarden") shall prevail

Artikel 1 – Definitions

1. In these General Terms and Conditions, the following definitions apply unless explicitly stated otherwise:
    - **Organizer:** Panta Rhei Opleidingen VOF, postgraduate institute for osteopathy, located at Ericssonstraat 2, 5121 ML Rijen, The Netherlands.
    - **Participant:** A registered osteopath or related (para)medical professional enrolled in a course, workshop, congress, or postgraduate program.
    - **Assignment:** Any course, workshop, congress, or postgraduate education in osteopathy organized by Panta Rhei Opleidingen.

Artikel 2 – General Provisions

1. These Terms and Conditions apply to all courses, workshops, congresses, and training programs organized by Panta Rhei Opleidingen. By completing registration, the Participant confirms acceptance of these Terms and Conditions.
2. If one or more provisions of these Terms and Conditions are found to be null or invalid, all remaining provisions remain fully applicable. The Organizer and Participant shall consult to replace the invalid provision with one that aligns as closely as possible with the intent of the original.
3. Panta Rhei Opleidingen organizes accredited courses for osteopaths registered with NRO and NOF (Netherlands) or GNRPO (Belgium). Participants from other countries must be registered with their national osteopathic registry. The Organizer may also provide non-accredited courses for (para)medical professionals.

Artikel 3 – Course Descriptions and Educational Plan

1. The Organizer guarantees that, to the best of its knowledge, all essential information about each course is made available.
2. Participants may request information about a course without obligation. After registration, cancellation is free of charge up to 3 months before the course start date. If registration occurs within 3 months prior to the start date, cancellation is possible within 14 days after registration at no cost. During this period, the Participant receives a payment request for the course fee. (See also Articles 8 and 9.)
3. The Organizer applies for accreditation with NRO, NOF, and BCO/GNRPO (Belgium). Accreditation status is indicated on the Panta Rhei website.

Artikel 4 – Provision of Information and Cooperation

The Organizer provides the Participant in a timely manner with all documents, information, and contact details necessary for proper course participation. Information is provided digitally. Where possible, printed versions may be supplied instead of digital copies.

Artikel 5 – Course Organization and Content

1. The Organizer is responsible for overall course coordination.
2. When external lecturers are engaged, the Organizer will make every reasonable effort to ensure that course content matches the description announced.
3. The Organizer is not responsible for theoretical or practical content representing the personal views or teaching methods of individual lecturers.
4. The Organizer accepts no liability for any injuries incurred during the course due to actions by lecturers or fellow participants.
5. Each lecturer must hold valid professional liability insurance, as required by the relevant professional register.
6. All course materials remain the property of either the Organizer or the lecturer concerned. Sharing of materials (e.g., videos, photos, or syllabi) with third parties is not permitted. (See Articles 15 and 16.)

Artikel 6 – Course Modifications

1. If course content, dates, or venue are changed, the Organizer shall notify participants as soon as possible.
2. If such changes are unsuitable for the Participant, they may cancel their registration free of charge within two weeks or in accordance with the applicable cancellation terms in Article 3.
3. If the minimum number of participants is not reached, the Organizer may cancel the course up to two weeks before its scheduled start.
4. In cases of force majeure (e.g., illness, travel restrictions), the Organizer may cancel the course even within two weeks of the scheduled date.
5. The Organizer is not responsible for any travel, accommodation, or other costs incurred by participants in case of cancellation due to force majeure (see also Article 13).

Artikel 7 – Duration of Agreement

The agreement applies to the specific course for which the Participant has registered. For multi-year programs, the agreement covers the entire duration of the program, including subsequent academic years.

Artikel 8 – Course Fees

1. Course fees are stated on the Panta Rhei Opleidingen website or in official brochures issued by the Organizer.
2. Fees include coffee, tea, and lunch unless otherwise specified, but exclude accommodation costs.
3. All amounts are exempt from VAT.
4. The course fee includes the (digital) syllabus unless stated otherwise by the Organizer.
5. If the Organizer allows installment payments and the Participant chooses this option, the full payment obligation for the course or program remains in effect.
6. For multi-year programs, tuition fees for the second or subsequent year may be increased. The Organizer must inform the Participant in advance. If the Participant objects to the increase, they may choose not to re-enroll for the following year.

Artikel 9 – Payment and Cancellation Terms

1. Payment must be made within two weeks of the invoice date unless otherwise agreed between Organizer and Participant. Objections to the invoice do not suspend the payment obligation.
2. After the due date, the Participant is in default, and the Organizer is entitled to charge statutory interest on the outstanding amount until full payment is received. Reminder, notice, and collection costs are at the Participant's expense.
3. If payment remains outstanding for more than two weeks, the Organizer may remove the Participant from the attendance list and admit another participant in their place.
4. Participants may cancel within two weeks after registration, free of charge and without providing a reason.
5. For cancellations between three months and two months before the course start, 50 % of the course fee is due. For cancellations within two months before the start, the full course fee is payable.
6. In cases of *force majeure*, the Participant may, in consultation with the Organizer, transfer the paid course fee to a future course. The Organizer determines whether the situation qualifies as force majeure.
7. The Participant must notify the Organizer as soon as possible in cases of absence due to force majeure and provide supporting evidence if requested.
8. Course fees are exempt from VAT (CRKBO-registered institution) and other governmental levies, as well as shipping or administrative costs unless otherwise indicated.

Artikel 10 – Complaints

1. Complaints regarding courses must be submitted in writing or by email within two weeks after completion of the course or program. The complaint should include a clear and detailed description to allow the Organizer to respond adequately. The Organizer will respond within four weeks.
2. If a complaint is deemed valid, the Organizer will make every effort to ensure that the promised course content, as described in the brochure or on the website, is made available to the Participant.
3. Complaints are treated confidentially and retained for a minimum of three years. The Organizer is responsible for their safekeeping.
4. Further details can be found in the official complaints procedure on the Organizer's website.

Artikel 11 – Confidential Advisor

1. Panta Rhei Opleidingen provides access to a confidential advisor for both Participants and lecturers.
2. The confidential advisor may be contacted in cases of (alleged) inappropriate behavior, including discrimination, bullying, (sexual) harassment, aggression, or any circumstances that compromise a safe learning or working environment.
3. The confidential advisor offers a listening ear, information on possible next steps, and referrals to relevant internal or external support channels if desired.
4. Contact details for the confidential advisor are available via info@pro-osteo.com.

Artikel 12 – Liability

1. For all courses organized by the Organizer, a best-efforts obligation applies. The Organizer cannot be held liable for unachieved results. Liability applies only to shortcomings resulting from negligence or incompetence in providing advice or instruction.
2. If the Organizer is liable for direct damage, liability is limited to the invoiced amount for the relevant course, and in any case to the amount covered by the Organizer's liability insurance.
3. The Organizer is not liable for damage caused by improper manual techniques or actions performed by lecturers or fellow participants. Responsibility lies entirely with those individuals.
4. The Organizer is not liable for loss of income, consequential damages, or indirect damages of any kind.

Artikel 13 – Transfer of Risk

The risk of loss or damage to property used during the course lies entirely with the Participant.

Artikel 14 – Force Majeure

1. Neither party is obliged to fulfill any obligation if prevented from doing so by a circumstance beyond its control and not attributable to fault, law, or generally accepted standards.

2. Force majeure includes, in addition to its legal definition, all external causes beyond the Organizer's control that prevent fulfillment of obligations—such as strikes, illness, or incapacity for work.
3. The Organizer may invoke force majeure even if the relevant circumstance arises after the course has started.
4. If force majeure continues for more than two months, either party may cancel the registration without obligation to pay damages.
5. If part of a course or program is canceled due to force majeure, the Organizer will communicate a replacement activity within two months. If this is unsuitable for the Participant, a proportional refund of the course fee will be offered based on the portion of the course already completed.

Artikel 15 – Confidentiality

1. Both parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or from other sources in connection with the agreement. Information is deemed confidential if communicated as such by the other party or if this follows from the nature of the information.
2. If the Organizer is required by law or a court ruling to disclose confidential information to third parties and cannot invoke a legal or judicial right to refuse disclosure, the Organizer shall not be liable for any resulting damages, and the Participant is not entitled to terminate the agreement on those grounds.

Artikel 16 – Intellectual Property and Copyright

1. Without prejudice to other provisions of these Terms and Conditions, the Organizer retains all rights granted under copyright law.
2. All models, methods, and instruments developed or used by the Organizer or by external lecturers during courses remain the property of the Organizer or lecturer. Publication or disclosure in any form requires prior written permission.
3. All materials provided by the Organizer, such as syllabi, course notes, and handouts, are for the Participant's personal and professional use only. These materials may not be disclosed, duplicated, or shared with third parties without prior written consent, unless explicitly permitted by their nature.
4. Participants may only take photos, audio, or video recordings during a course if explicit permission has been granted by both the Organizer and any external lecturers involved.

Artikel 17 – Online Education, Recordings, and Use of Digital Materials / Participant Directory ("Smoelenboek")

1. In online or hybrid courses, sessions (or parts thereof) may be recorded. Recordings are intended solely for use by registered Participants.
2. All digital materials—including videos, audio, presentations, and syllabi—are protected by copyright. They may not be copied, downloaded, shared, or distributed without prior written consent of the Organizer or lecturer.
3. Access to digital course materials is restricted to Participants officially enrolled in the course. Each Participant receives individual access credentials, which may not be shared.
4. By using digital materials or recorded sessions, Participants agree to the applicable usage and copyright conditions.
5. Violations of these terms may result in exclusion from future courses and potential legal action.
6. Panta Rhei Opleidingen maintains a participant directory ("smoelenboek") within its programs.
    - The directory lists the names of Participants and, if voluntarily uploaded, a profile photo.
    - It is accessible only to lecturers and fellow Participants and is used solely to promote mutual recognition and collaboration.
    - The directory is available only during the program's duration and is deleted afterward.
    - By accepting these Terms and Conditions, the Participant grants consent for inclusion of their name and optional photo in this directory.

Artikel 18 – Privacy and Data Protection

1. Panta Rhei Opleidingen processes personal data of Participants in accordance with the General Data Protection Regulation (GDPR). Data is used solely for course administration, communication, and certification and will not be shared with third parties without consent.
2. Participants have the right to access, correct, or request deletion of their personal data. Requests can be made via info@pro-osteo.com.
3. Photos or videos may be taken during courses for promotional purposes. Participants who object must notify the Organizer in advance.

Artikel 19 – Disputes

1. In case of disputes arising from this agreement or any related agreements, the parties will first attempt to resolve the matter amicably through consultation.
2. If no resolution is reached, the dispute shall be submitted to the competent court in the Netherlands.

Artikel 20 – Applicable Law

All agreements between the Organizer and the Participant are governed exclusively by Dutch law, even if the Participant resides or is established outside the Netherlands.

Artikel 21 – Amendments

These Terms and Conditions are filed with the Chamber of Commerce under which the Organizer operates (Breda office).
The most recently filed version applies, or the version valid at the time the agreement was concluded.