

GENERAL TERMS AND CONDITIONS OF DELIVERY PRUIMBOOM INSTITUTE

Article 1: Definitions

Pruimboom Institute BV:	The private company PNI Europe Holding B.V. (KvK: 62979833), having its registered office in The Hague and its principal place of business in The Hague at (2517EW) Groot Hertoginnenlaan 184, users of these Terms and Conditions;
Pruimboom Institute:	Pruimboom Institute is a trade name of PNI Europe Holding B.V.;
Consumer:	Any individual not acting in the exercise of his profession or business who visits the Website to purchase and receive delivery a course or training;
Therapist:	Therapist or other health professional who visits the Website to purchase and receive delivery of a training or course;
Course participant:	The consumer or therapist who has registered for a course and is participating, or the staff of the company who is participating in the Course;
Training(s):	Training(s) and events organised and offered by Pruimboom Institute and/or PNI Europe;
Agreement:	The agreement between Pruimboom Institute and student regarding the sale and delivery of the Training or Course;
Parties:	Pruimboom Institute and Student jointly;
Conditions:	The general terms and conditions of delivery;
Website:	website www.pnieurope.com , or any website of Pruimboom Institute and/or any other websites of Pruimboom Institute on which Students can register for a Training Course.

Article 2: General

1. These Terms and Conditions apply to all offers, quotations and Agreements for the sale and delivery of a Course, unless the Parties have expressly deviated from the applicability of the Terms and Conditions in writing.
2. If the Agreement contains provisions that differ from the Terms, the provisions of the Agreement shall prevail.
3. In case of conflict between, or lack of clarity, about translations of the text of these Conditions, the text of the Conditions drawn up in the Dutch language shall always prevail.
4. If any provision of these Terms and Conditions is void or annulled or cannot be invoked by the Parties on other grounds, Pruimboom Institute has the right to replace that provision with a valid and enforceable one. In doing so, the purpose and purport of the original provision will be taken into account as much as possible. The other provisions will remain in full force and effect.
5. Pruimboom Institute reserves the right to change or modify this Agreement and its Terms and Conditions at any time, with or without notifying the course participant beforehand. Any change or modification to this Agreement of Terms and Conditions will be communicated to the course participant through the email they provided which is the course participant's responsibility to provide and use as means to remain informed. Any changes or modification made by Pruimboom Institute to these Terms of Conditions will be effective immediately upon the course participant agreement, or through the course participants continued use of our service after having been informed which also constitutes acceptance of any changes and modifications.

Article 3: Offer and formation of the Agreement

1. All offers are without obligation unless expressly stated otherwise in writing. Pruimboom Institute is therefore not bound by any offer. The offer only serves as an invitation for Course participants to enrol for a Course. Any brochures, price lists and the like published or used by Pruimboom Institute are also without obligation.
2. The Agreement is only established at the moment of acceptance of the offer by the Student. Acceptance of the offer takes place by filling in all data on the Website and sending the completed digital form. Pruimboom Institute will confirm receipt of the digital form and the establishment of the Agreement immediately after sending it by e-mail.

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3. Pruimboom Institute reserves the right to reject an enrolment for a Course, for example if the number of enrolments for the Course gives reason to do so or a Course member does not meet the possible admission requirements. Pruimboom Institute will then inform the (candidate) Participant within 2 to 5 working days of receipt of his/her registration form.
4. Only in the event that a Consumer enters into the Agreement, the laws and regulations on consumer purchases - including the right of withdrawal as expressed below in Article 4 of these Terms and Conditions - apply to the Agreement.
5. Any subsequent supplementary agreements or amendments to the Agreement and/or Conditions, as well as (oral) agreements and/or promises made by Pruimboom Institute's personnel or on behalf of Pruimboom Institute by vendors, agents, representatives, third parties engaged by Pruimboom Institute or other intermediaries, shall only bind Pruimboom Institute if they have been confirmed in writing by an authorised person within Pruimboom Institute.

Article 4: Right of withdrawal

1. This Article is applicable in case the Consumer was the one who entered into the Agreement with Pruimboom Institute in the context of an organised system for distance selling of products, digital content and/or services, where up to and including the conclusion of the Agreement exclusive or joint use is made of one or more techniques for distance communication ('Distance Selling').
2. In the case of a Distance Purchase, the Consumer has a reflection period of 14 (fourteen) calendar days within which he may revoke (dissolve) the Agreement. Dissolution means that the services ordered (following the Course) no longer need to be purchased, after which the Consumer receives (part of) his money back. After the expiry of the reflection period, the right of withdrawal no longer applies.
3. The cooling-off period mentioned in paragraph 1 starts on the day the Consumer has confirmed (digitally) that he wants to purchase the services.
4. If the Consumer wishes to exercise his/her right of withdrawal, he/she must inform Pruimboom Institute of this within the withdrawal period by completing the form available on the Website for this purpose and sending it digitally, or inform Pruimboom Institute in another unambiguous, written manner. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Consumer.
5. Pruimboom Institute shall reimburse all payments made by the Consumer relating to the Agreement that has been revoked by the Consumer.
6. Pruimboom Institute shall pay the refundable amount immediately but at the latest within 14 (fourteen) days following the day on which the Consumer reported the withdrawal. Pruimboom Institute is entitled to wait to refund until it has established the relevant stage of withdrawal. If the Consumer has expressly requested Pruimboom Institute to comply with the Agreement within the withdrawal period and subsequently dissolves the Agreement within that period, the Consumer shall owe Pruimboom Institute an amount proportionate to that part of the Agreement that has been complied with by Pruimboom Institute at the time the Consumer exercises the right of withdrawal, compared to the amount that the Consumer would owe if the Agreement were fully complied with.

Article 5: Execution of the agreement

1. By entering into the Agreement, the Parties undertake to make an effort to achieve the best possible result.
2. If and insofar as the proper execution of the Agreement so requires, Pruimboom Institute has the right to have certain work performed by third parties.
3. Pruimboom Institute is not liable for damages, of any kind, caused by its reliance on incorrect and/or incomplete data provided by the Course Participant.

Article 6: Price and payment

1. The parties agree the prices for the Course in which the Course Participant will take part, as stated in the Agreement. If external factors, such as changing legislation and regulations, cause a price increase or a price decrease, these costs will be passed on to the Course Participant and the Course Participant must pay these costs to Pruimboom Institute or Pruimboom Institute will reimburse these costs to the Course Participant.
2. Unless otherwise stated, listed prices include coffee, tea, water and - where applicable - lunches. Required online training materials are also included in the price.

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3. Depending on the Course, you can choose to pay in 1 (one), 4 (four) or 10 (ten) installments. The choice for the different installments is shown per Course on the Website. If the student chooses to pay the full amount at once, he/she will receive an invoice for this. This invoice must be paid within 14 (fourteen) days of the invoice date at the latest. For 4 (four) or 10 (ten) installments, the account holder gives an authorization for direct debit. At least the first installment must be paid before the first course day. The last installment must be paid before the last day of the course.
4. If the Course participant does not fulfill his/her payment obligations in time, he/she will be in default by that mere fact, without a reminder or notice of default being required. Pruimboom Institute may in that case deny the Course participant access to the Course.
5. All payments made by the Student to Pruimboom Institute shall first be deducted from interest and costs owed by the Student to Pruimboom Institute.
6. There will be no refund of paid Training Courses.
7. The agreed rates are subject to annual indexation. Furthermore, Pruimboom Institute is entitled to pass on interim price increases if rates have risen between the time of offer and delivery with regard to, for example, wages, materials, number of teaching days or rental prices, in which case the Course Participant has the right, if this occurs within 3 months of entering into the Agreement, to terminate it.
8. If payment for the purposes of a Course is made by third parties, the Student remains liable for timely payment as stipulated in this article.

Article 7: Delivery

1. All lead times stated by Pruimboom Institute have been determined to the best of its knowledge on the basis of information known to it at the time the Agreement was entered into. The lead times will be observed as much as possible, but are not to be regarded as strict deadlines, unless expressly agreed otherwise. Except in cases of intent or gross negligence on the part of Pruimboom Institute, exceeding the lead time does not entitle the course participant to terminate the Agreement in whole or in part or to compensation for any damage suffered by the course participant.
2. Pruimboom Institute is never liable for exceeding the delivery time due to delayed delivery of course materials by third parties.
3. Pruimboom Institute is obliged to deliver the training and/or products that were agreed between all parties. Delivery can be delayed by possible illness of the trainer in charge of the training. In normal circumstances Pruimboom Institute will have a backup in case of the primary trainer is not able to offer the training, although deployment of offering is agreed on by signing this agreement.

Article 8: Participants, lessons, educational materials and examinations

1. In and around the locations where the Training takes place, the Student must comply with the regulations applicable there.
2. Pruimboom Institute has the right to exclude from further participation in the Training any Student whose behavior or otherwise prevents the normal course of a meeting. This shall not affect any obligation to pay for the entire Training.
3. If the Course Member is unable to attend a meeting, the Course Member should cancel with Pruimboom Institute as soon as possible, but in any case before the start of the meeting. Pruimboom Institute is not obliged to repeat meetings for a Course Member who was prevented from attending. Payment for missed meetings remains due in full.
4. If a meeting cannot take place due to illness and/or lack of space, Pruimboom Institute will notify the Course Member as soon as possible and will re-offer the relevant meeting as soon as possible.
5. No meetings will be offered on national holidays. If a meeting is scheduled on a bank holiday, the meeting will be cancelled.
6. Pruimboom Institute has the right to change the composition of the groups, the group size, the instructor, the training schedule and/or the course location at any time. Changes will be communicated to the Course Participant in a timely manner.
7. If the lecturer of the relevant meeting is absent, Pruimboom Institute has the right to cancel the meeting, or, at Pruimboom Institute's discretion, reschedule it.
8. The Course Participant is obliged to use the course materials prescribed by Pruimboom Institute in the

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performance of the Agreement.

9. If Pruimboom Institute makes a (part of a) software system available to the Course Member for the performance of the Agreement by the Course Member, the Course Member will only have a right of use for the duration of the Agreement.
10. Only upon obtaining a pass in all concluding exams will the Student obtain his/her diploma for the Course for which the Student has entered into the Agreement.
11. The educational material provided is for personal use only.
12. Access to any lessons, classes, congresses, video or audios etc provided online by streaming platforms, alumni or alike are for personal use only. The course participant may not share, record or transfer any of them or share access to these without a written consent from Pruimboom Institute beforehand.
13. In case another individual is gaining illegal access to material through a student access mode, that person is obliged to make a payment to Pruimboom Institute and cover the full price of the accessed course, regardless of how much of the lesson, course or training the individual has accessed. Additional loss and damage may lawfully be claimed from the student or illegal course participant.
14. Pruimboom Institute has the right to exclude any course participant from further participation in any training if the conditions in paragraph 12 or 13 are not met. The excluded student is obliged to fulfill the full price of the entire Training.
15. No duplicates of educational materials will be made available.
16. Pruimboom Institute reserves the right to deviate from the order and/or content of the program of the Training indicated in the announcement or to use other speakers/teachers.

Article 9: Cancellation

1. In case of insufficient applications for a Course, this at the discretion of Pruimboom Institute, Pruimboom Institute has the right to cancel a Course and therefore the (part of the) Agreement and/or not to accept an application without being liable for compensation for damages or costs. The amounts already paid by the Course Participant for the cancelled Training components will be refunded to the Course Participant by Pruimboom Institute.
2. After the expiry of the cancellation period as referred to in Article 4 but before the (start) date of the Course, the Student has the option to terminate the Agreement. In this regard, Pruimboom Institute will charge the Participant €50 in administration costs in the event of cancellation no later than 1 (one) month before the (start) date of the Course and 25% of the agreed price for the Course in the event of cancellation less than 1 (one) month before the (start) date of the Course, less than 14 days before the (start) date of the Course there is no return of purchase and no refund.
3. In other cases of early termination of the Agreement by the Course participant, this does not lead to a claim for a refund of (part of) the price due.

Article 10: Complaints

1. The Course Member shall check the training materials provided immediately upon receipt thereof and report any visible damage, errors, etc. to Pruimboom Institute immediately upon discovery - but no later than during the (first) meeting - followed by a written confirmation thereof. In the absence of such a timely complaint, the Training Materials shall be deemed to have been received in good condition and to comply with the Agreement.
2. Complaints about (a part of) the Training will be reported by the Participant to Pruimboom Institute immediately after discovery and, if possible, still during the Training, but at the latest within 8 (eight) working days after completion of the Training, also followed by a written confirmation thereof in which all relevant information is provided. All consequences of not timely reporting are at the risk of the Student.
3. The following procedure is used:
 - a.) A complaint received will be considered by the Traffic & Planning Officer. Every complaint will be treated confidentially.
 - b.) The complainant will receive a notice of receipt of the complaint within two weeks.
 - c.) The complaint will be handled by an independent complaints committee consisting of two employees of the training body who are not themselves involved in the complaint.
 - d.) If a complaint is not considered, the complainant will be notified no later than six weeks from the date of receipt.

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- e.) A complaint will be dealt with in writing within eight weeks from the date of receipt. If the handling of the complaint requires more time, this period may be extended. The complainant will be informed of this in writing.
 - f.) Within five working days of sending the reply letter, the complaints committee will inquire from the complainant by telephone about the satisfaction of the handling of the complaint.
 - g.) If the complainant is not satisfied with the handling of the complaint, there is a possibility of appeal to an independent third party not working for Pruimboom Institute BV. This independent third party is Ms L.A. Jansen working at Schep Advocaten in Oud-Beijerland telephone 0186-643030 e-mail info@schep-advocaten.nl. This judgment is binding.
4. Pruimboom Institute records complaints received in its complaints file. It then creates a separate file for each complaint. Pruimboom Institute records the complaint and its handling as well as the related correspondence in the separate file. The latter file is kept for one year after settlement. All complaints and settlements are evaluated annually by Pruimboom Institute.

Article 11: Interim termination

1. Pruimboom Institute may, without being liable to pay any compensation, terminate the Agreement in writing prematurely:
 - if the Student, on his/her own initiative, clearly no longer participates in one or more course units;
 - by the permanent removal of a Student by Pruimboom Institute from the group in which the Student has been placed;
 - by mutual agreement;
 - on the death of the Student, being a Consumer or Therapist;
 - if Pruimboom Institute is no longer able to offer the Training due to force majeure.
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2. Except for the provisions in Articles 4 and 9, the Course Participant is not entitled to terminate the Agreement prematurely. Premature termination (or postponement) of (part of) a Course is only possible in case of calamities or serious illness of the Course Participant or a family member in the first degree and after prior written consent of Pruimboom Institute. Pruimboom Institute may charge the costs involved, such as costs for new training materials or a higher price of a Training to be followed at a later date, to the Participant.

Article 12: Force majeure

1. The delivery period referred to in Article 7 will be extended by the period during which Pruimboom Institute is prevented from fulfilling its obligations due to force majeure.
2. Force majeure on the part of Pruimboom Institute will exist if Pruimboom Institute is prevented from fulfilling its obligations under the Agreement as a result of (but not limited to) war, threat of war, terrorism or the threat of terrorism, civil war, riots, revolution, acts of war, fire, water damage, floods, government measures, strikes, lockouts, lockdowns, sit-down strikes, irreplaceable employees, employee sickness, weather conditions, traffic disruption, disruptions in the supply of energy.
3. Force majeure also includes all other causes that arose outside Pruimboom Institute's fault or sphere of risk.
4. If delivery is delayed by more than 3 (three) months due to force majeure, both Pruimboom Institute and the Course Participant are entitled to terminate the Agreement in writing, without this creating a right to compensation for either Party.

Article 13: Intellectual property rights

1. The copyright and/or any other intellectual property rights to the educational materials or any other work arising from or related to the Agreement, following a Course and taking an examination, rests with Pruimboom Institute or third parties. The intellectual property rights never rest with the student.
2. The course participant may only use the educational materials or any other work produced, supplied and/or made available by Pruimboom Institute for himself/herself. It is not permitted, without the prior express written consent of Pruimboom Institute, to:
 - educational materials or any other work in whole or in part to be reproduced and/or published by means of printing, photocopying, microfilm, image plate, magnetic disk or tape, storage in a retrieval system accessible to third parties, or by any other means, electronic, mechanical or otherwise;
 - teaching materials or any other work to third parties, to sell or otherwise make available in whole or in part.

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Article 14: Liability

1. If the Course Participant suffers damage as a result of a failure in the fulfillment of the Agreement attributable to Pruimboom Institute, Pruimboom Institute is liable, subject to the provisions of the following paragraphs, for the damage referred to in Article 6:96 of the Dutch Civil Code, which is a direct and immediate consequence thereof. Pruimboom Institute's liability in all cases is limited to a maximum of the invoice value of that part of the Training from which the liability arises.
2. Pruimboom Institute accepts no liability for damage to (personal) property of the Course participant.
3. The liability regulation as mentioned in the previous paragraphs also applies to third parties hired by Pruimboom Institute for the execution of the Agreement, as well as to persons for whom Pruimboom Institute or such a third party is liable.
4. All educational materials or other work developed and/or compiled by Pruimboom Institute, arising from or related to the execution of the Agreement, have been compiled with care, to the best of Pruimboom Institute's knowledge and ability. Pruimboom Institute does not guarantee the correctness and completeness of the educational materials. Therefore, Pruimboom Institute does not accept any liability for damage, of whatever nature, resulting from actions and/or decisions that are based on these materials and works.
5. Pruimboom Institute does not guarantee the accuracy and completeness of practical tips and advice provided during a Training for (problems in) practice.
6. Pruimboom Institute and the lecturers do not accept any liability for damage, of whatever nature, resulting from actions and/or decisions based on said recommendations/advice. The Course member is strongly advised not to use these recommendations/advice in isolation but to rely on his/her own professional knowledge and experience and to check (or have checked) any recommendations before applying them to the practical situation.

Article 15: Personal Data Protection Act

- 15.1 Pruimboom Institute will only process the (personal) data of the Student, being a Consumer or Therapist, in accordance with its privacy policy. This policy is in accordance with applicable laws and regulations and is laid down in a privacy statement published on the Website.

Article 16: Applicable law

1. The Agreement and the resulting obligations between Pruimboom Institute and the Course member are governed by Dutch law.
2. The competent court of the District Court of The Hague shall have exclusive jurisdiction to hear all disputes between Pruimboom Institute and the Course Participant, unless this is contrary to mandatory law. Pruimboom Institute may deviate from this choice of forum and apply the statutory rules of jurisdiction.