

Terms and conditions

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Article 1: Definitions

PNI Europe 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 (2585 DR) Koningin Emmakade 195, 2518 Den Haag, users of these terms and conditions;

PNI Europe: PNI Europe is a trade name of PNI Europe Holding B.V.;

Consumers: natural person who is not acting in the course of his profession or business and who visits the Website to purchase and deliver a Course;

Therapist: therapist or other health professional who visits the Website for the purpose of purchasing and delivering a Course

Cursist: the Consumer or Therapist who has registered for a Course and participates or the company that allows its staff to participate in the Course;

Education and training: training(s) and events organised and offered by PNI Europe;

Agreement: agreement concluded between PNI Europe and the Course Participant in respect of the sale and delivery of the Course;

Parts: PNI Europe and Student jointly;

Terms and conditions: these general terms and conditions of delivery;

Website: website www.cpnieurope.com of PNI Europe B.V. and/or any other websites of PNI Europe on which Course participants may register for a Course.

Article 2: General information

1. These 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 Conditions in writing.
2. If the Agreement contains provisions that deviate from the Conditions, the provisions of the Agreement shall prevail.
3. In the event of a conflict between or lack of clarity regarding translations of the text of these Conditions, the text of the Conditions in the Dutch language shall always prevail.
4. If any provision of these terms and conditions is invalid or may be annulled or cannot be relied upon by either party for any other reason, PNI Europe shall have the right to replace that provision with a valid and enforceable provision. In doing so, the purpose and purport of the original provision shall be taken into account as much as possible. The other provisions shall in that case remain in full force.



Article 3: Offer and Conclusion of the Agreement

1. All offers are non-binding, unless explicitly stated otherwise in writing. PNI Europe is therefore not bound by any offer. The offer is merely an invitation for the Course participant to register for a Course. All brochures, price lists and suchlike published or used by PNI Europe are also without obligation.
2. The Agreement will only come into effect at the moment of acceptance of the offer by the Course participant. Acceptance of the offer takes place by filling in all details on the Website and sending in the completed digital form. Immediately after sending the digital form, PNI Europe will confirm by e-mail the receipt thereof and the conclusion of the Agreement.
3. PNI Europe reserves the right to reject an application for a course, for example if the number of applications for the course gives cause to do so, or if a course participant does not meet the entry requirements. PNI Europe will inform the (candidate) Course participant within 2 to 5 working days after receipt of the registration form.
4. Only in the event that a Consumer enters into the Agreement, the laws and regulations in the field of consumer purchases - including the right of withdrawal as described below in Article 4 of these Terms and Conditions - apply to the Agreement.
5. Any subsequent additional agreements or amendments to the Agreement and/or Conditions, as well as (oral) agreements and/or promises made by PNI Europe personnel or on behalf of PNI Europe by salespersons, agents, representatives, third parties engaged by PNI Europe or other intermediaries, shall only be binding on PNI Europe if confirmed in writing by PNI Europe by duly authorised persons..

Article 4: Right of withdrawal

1. This article applies if the Consumer was the one who entered into the Agreement with PNI Europe within the framework of an organised system for the remote sale of products, digital content and/or services, whereby, up to and including the moment of concluding the Agreement, exclusive or joint use is made of one or more techniques for remote communication ('Distance Purchase').
2. In the event of a Distance Purchase, the Consumer has a cooling-off period of 14 (fourteen) calendar days in which he may withdraw (rescind) from the Agreement. Dissolution means that the services ordered (following the Course) no longer need to be taken up, after which the Consumer receives (part of) his money back. After the expiry of the cooling-off 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 use the services..



4. If the Consumer wishes to exercise its right of withdrawal, it shall notify PNI Europe within the withdrawal period by filling in the form available on the Website and sending it digitally, or by notifying PNI Europe in any other unambiguous manner in writing. The risk and burden of proof of the correct and timely exercise of the right of withdrawal shall lie with the Consumer.
5. PNI Europe shall reimburse all payments made by the Consumer in connection with the Contract that has been revoked by the Consumer.
6. PNI Europe shall pay the amount to be refunded immediately but at the latest within 14 (fourteen) days following the day on which the Consumer has reported the withdrawal. PNI Europe shall be entitled to withhold reimbursement until it has established the relevant stage of withdrawal. If the Consumer has expressly requested PNI Europe to perform the Agreement within the withdrawal period and then terminates the Agreement within that period, the Consumer shall owe PNI Europe an amount that is proportionate to that part of the Agreement that has been performed by PNI Europe at the time the Consumer exercises the right of withdrawal, compared to the amount that the Consumer would have owed if the Agreement had been fully performed.

Article 5: Execution of the Agreement

1. By entering into the Agreement, the Parties undertake to make every effort to achieve the best possible result.
2. If and to the extent required for a proper execution of the Agreement, PNI Europe has the right to have certain activities carried out by third parties.
3. PNI Europe is not liable for damage, of whatever nature, arising because it has relied on incorrect and/or incomplete information provided by the Client..

Article 6: Price and payment

1. The parties agree on the prices for the Course in which the course participant will participate, as stated in the Agreement. If external factors such as changing laws and regulations cause a price increase or decrease, these costs will be passed on to the participant and the participant must pay these costs to PNI Europe or PNI Europe will reimburse these costs to the participant.
2. Unless otherwise stated, prices include coffee, tea and - when applicable - lunches. The required online course material is also included in the price.
3. Depending on the course, the student can choose to pay in 1 (one), 3 (three) or 10 (ten) instalments. The choice for the different instalments is mentioned per Course on the Website. If the Course participant chooses to pay the full amount at once, he/she will receive an invoice. This invoice must be paid within 14 (fourteen) days of the invoice date. In the case of 3 (three) or 10 (ten) instalments, the account holder authorises direct debit. The (minimum) first



instalment must be paid no later than the first course day. The last term has to be paid before the last course day at the latest.

4. If the participant does not meet his/her payment obligations on time, he/she is in default by that mere fact, without a reminder or notice of default being required. PNI Europe may then deny the participant access to the course.
5. All payments made by the course participant to PNI Europe will first be deducted from the interest and costs owed by the course participant to PNI Europe.
6. There will be no refund of paid Courses.
7. The agreed rates are subject to annual indexation. Furthermore PNI Europe is entitled to pass on interim price increases if between the time of offer and delivery the rates with respect to, for instance, wages, materials or rental prices have risen, in which case the course participant has the right to cancel the agreement if this occurs within 3 months of entering into the agreement.
8. If payment for a Course is made by a third party, the Course participant remains liable for timely payment as stipulated in this article..

Article 7: Delivery

1. All lead times quoted by PNI Europe have been determined to the best of its knowledge on the basis of information known to it at the time of conclusion of the Agreement. The lead times will be observed to the extent possible, but are not to be considered as strict deadlines, unless expressly agreed otherwise. Except in the case of intent or gross negligence on the part of PNI Europe, exceeding the lead time shall not entitle the course participant to rescind the Agreement in whole or in part or to compensation for any loss suffered by the course participant.
2. PNI Europe shall never be liable for any delay in delivery as a result of a delay in the supply of course material by third parties..

Article 8: Participants, lessons, teaching materials and examinations

1. The Client must comply with the regulations in force in and around the locations where the course takes place.
2. PNI Europe has the right to exclude from further participation in the course a student whose behaviour or other circumstances prevent the normal course of events. This shall not affect any obligation to pay for the entire course.
3. If the participant is unable to attend a meeting, the participant must cancel with PNI Europe as soon as possible, but in any case before the start of the meeting. PNI Europe is not obliged to



repeat meetings for a participant who was unable to attend. The payment for missed meetings remains due.

4. If a meeting cannot take place due to illness and/or lack of space, PNI Europe will inform the participant as soon as possible and offer the meeting again as soon as possible.
5. No meetings are offered on national holidays. If a meeting is scheduled on a bank holiday, this meeting will be cancelled.
6. PNI Europe is at all times entitled to change the composition of the groups, the group size, the instructor, the course schedule and/or the course location. Changes will be communicated to the Course member in good time.
7. If the lecturer of the meeting in question is absent, PNI Europe has the right to cancel or, at the discretion of PNI Europe, to reschedule the meeting.
8. The Covered Person is obliged to use the course materials prescribed by PNI Europe in the performance of the Agreement.
9. If PNI Europe makes a (part of a) software system available to the Course participant for the performance of the Agreement by the Course participant, the Course participant has a right of use only for the duration of the Agreement.
10. Only if all final exams are passed will the Course participant receive his/her diploma for the Course for which he/she has entered into the Agreement.
11. The educational materials provided are intended solely for the student's own use.
12. No duplicates of course material shall be made available.
13. PNI Europe reserves the right to deviate from the order and/or content of the programme of the course as stated in the announcement or to use other speakers/lecturers..

Article 9: Cancellation

1. In the event of insufficient enrolments for a course, at the discretion of PNI Europe, PNI Europe shall have the right to cancel a course and thereby (part of) the Agreement and/or refuse to accept an enrolment without being obliged to pay compensation for damages or costs. The amounts already paid by the course participant for the cancelled course units will be reimbursed to the course participant by PNI Europe.
2. After the expiry of the withdrawal period referred to in Article 4 but before the (start) date of the course, the course participant has the option to terminate the agreement. In this case PNI Europe will charge the course participant an administration fee of € 50 if the cancellation is made no later than 1 (one) month before the course start date, and 25% of the agreed course fee if the cancellation is made less than 1 (one) month before the course start date.



3. Other cases of early termination of the Agreement by the Course participant will not lead to a claim for restitution of all or part of the price owed.

Article 10: Complaints

1. The Student shall immediately upon receipt inspect the delivered training material and report any visible damage, errors, etc. to PNI Europe, followed by a written confirmation thereof. In the absence of such a timely complaint, the course material is deemed to have been received in good condition and to comply with the Agreement.
2. Complaints about (a part of) the course shall be reported by the participant to PNI Europe immediately after discovery and if possible during the course - but at the latest within 8 (eight) working days after completion of the course - followed by a written confirmation thereof in which all relevant information is provided. All consequences of failing to report on time are at the risk of the Course participant.
3. The following method is used:
 1. An incoming complaint is handled by the Traffic & Planning Officer. Every complaint is treated confidentially.
 2. The person submitting the complaint will be notified of its receipt within two weeks.
 3. The complaint is handled by an independent complaints committee consisting of two employees of the training institute who are not themselves involved in the complaint.
 4. If a complaint is not taken up, the complainant is informed of this within six weeks after the date of receipt.
 5. A complaint shall be handled in writing within eight weeks after the date of receipt. If the handling of the complaint requires more time, this period can be extended. The person lodging the complaint will be informed of this in writing.
 6. Within five working days after sending the reply letter, the Complaints Committee will ask the complainant by telephone how satisfied he is with the handling of the complaint.
 7. If the complainant is not satisfied with the handling of the complaint, an appeal may be lodged with an independent third party that does not work for PNI Europe BV. This independent third party is Ms. L.A. Jansen, employed by Schep Advocaten in Oud-Beijerland, telephone 0186-643030 e-mail info@schep-advocaten.nl. This judgment is binding.
4. Received complaints are registered in PNI Europe's complaints file. It shall then create a separate file for each complaint. PNI Europe records the complaint and its handling as well as the correspondence relating to it in the separate file. The latter file will be kept for one year after processing. All complaints and their handling are evaluated annually by PNI Europe..



Article 11: Premature termination

1. PNI Europe may, without being required to pay any compensation, terminate the Agreement early in writing:
 - if the Course member clearly no longer participates in one or more course units on his own initiative;
 - by the definitive removal of a Course participant by PNI Europe from the group to which the Course participant has been placed;
 - By mutual consent;
 - Upon the death of the participant, being a Consumer or Therapist;
 - If PNI Europe is no longer able to offer the course due to force majeure.
2. if the Course member clearly no longer participates in one or more course units on his own initiative;
3. by the definitive removal of a Course participant by PNI Europe from the group to which the Course participant has been placed;
4. By mutual consent;
5. Upon the death of the participant, being a Consumer or Therapist;
6. If PNI Europe is no longer able to offer the course due to force majeure.

Article 12: Force majeure

1. The period of delivery referred to in Article 7 shall be extended by any period during which PNI Europe is prevented by force majeure from fulfilling its obligations.
2. Force majeure shall exist on the part of PNI Europe if PNI Europe is prevented from fulfilling its obligations under the Agreement as a result of (but not limited to) war, threat of war, (threat of) terrorism, civil war, riots, revolution, acts of war, fire, water damage, flooding, government action, strike, lockout, sit-down strike, irreplaceable employees, employee illness, weather conditions, traffic disruption, disruption in the supply of energy.
3. Force majeure also includes all other causes that are not the fault or risk of PNI Europe.
4. If due to force majeure the delivery is delayed by more than 3 (three) months, both PNI Europe and the Course participant have the right to terminate the Agreement in writing, without this giving rise to a right to compensation for either party.



Article 13: Intellectual property rights

1. The copyright and/or any other intellectual property right on the educational materials or any other work arising from or related to the Agreement, the taking of a course and the taking of an examination, rests with PNI Europe or third parties. The intellectual property rights shall never rest with the student.
2. The course participant may only use educational material or any other work produced, supplied and/or made available by PNI Europe for himself. It is not permitted without prior express written permission of PNI Europe to:
 - reproduce and/or publish educational material or any other work, wholly or in part, by means of print, photocopy, microfilm, video disc, magnetic disc or tape, store it in a retrieval system accessible to third parties, or in any other way whatsoever, electronically, mechanically or otherwise;
 - sell educational material or any other work to third parties, or make it available in whole or in part in any other way.

Article 14: Liability

1. If the Course participant suffers damage as a result of a failure in the performance of the Agreement that can be attributed to PNI Europe, PNI Europe shall be liable for the damage referred to in Article 6:96 of the Dutch Civil Code, which is a direct and direct result of this, with due observance of the provisions of the following paragraphs. The liability of PNI Europe shall in all cases be limited to a maximum of the invoice value of that part of the training from which the liability arose.
2. PNI Europe accepts no liability for damage to (personal) property of the Course participant.
3. The liability arrangements as set out in the previous paragraphs also apply to third parties engaged by PNI Europe for the purpose of execution of the Agreement, as well as to persons for whom PNI Europe or such third party is liable.
4. All educational or other materials developed and/or compiled by PNI Europe arising out of or in connection with the performance of the Agreement have been compiled with care to the best of PNI Europe's knowledge and ability. PNI Europe does not guarantee the accuracy and completeness of the educational material. PNI Europe therefore disclaims any liability for damages of any kind arising from actions and/or decisions based on such materials and works.
5. PNI Europe does not guarantee the accuracy and completeness of practical tips and advice provided during a Course for (problems in) practice.
6. PNI Europe and the instructors accept no liability whatsoever for damage of any kind arising from actions and/or decisions based on such recommendations/advice. The Participant is strongly advised not to use these recommendations/advices in isolation but to rely on his/her



own professional knowledge and experience and to check (or have checked) any recommendations to be used before applying them to the practical situation..

Article 15: Personal Data Protection Act

1. PNI Europe will process the (personal) data of the Course member, being a Consumer or Therapist, exclusively in accordance with its privacy policy. This policy is in accordance with applicable laws and regulations and has been laid down in a privacy statement that is published on the Website..

Article 16: Applicable law

1. The Agreement and the obligations arising therefrom between PNI Europe and the course participant are governed by Dutch law.
2. The competent judge of the Rotterdam District Court has exclusive jurisdiction to hear all disputes between PNI Europe and the course participant, unless this is in conflict with mandatory law. PNI Europe may deviate from this choice of forum and apply the statutory rules of jurisdiction.