

Terms & Conditions PRORIS HOLDING BV

1. Definitions

In these general terms and conditions the following definitions apply:

1. Terms and Conditions: these terms and conditions.
2. PRORIS as a brand and proris.nl as a website are the property of PRORIS HOLDING BV, hereinafter referred to as PRORIS
3. Arrangement costs: the costs for the catering made available by PRORIS during a Training.
4. External Exam: an exam for a Training other than a PRORIS Exam as referred to in Article 4 paragraph 8, and which is not part of the relevant Training.
5. In Company/Custom Training : a Training that PRORIS provides for a Client in a closed circle for a group of participants to be designated by the Client.
6. Educational material: training lesson or instructional material, documentation, teaching material or any other material in any form whatsoever that is used as part of the Training.
7. Order : the order from a Client to PRORIS to provide a Training, whether or not for the benefit of employees of the relevant company or institution that enters into or wishes to enter into an Agreement with PRORIS.
8. Client : any company, any institution, or any private individual that issues an Assignment to PRORIS.
9. Open Training : a Training that is open to any interested party.
10. Training : a course, training, refresher or refresher course, study or theme day, workshop or any other form of training provided by PRORIS. PRORIS provides a Training in the form of an In Company/Custom Training or an Open Training. A Training can be subdivided into one or more training module(s) and can be spread over several training years.
11. Agreement : an agreement, including a Distance Agreement, between PRORIS and a Client with regard to the provision of a Training by PRORIS.
12. Distance Agreement : an Agreement that has been concluded in such a way that exclusive use is made of one or more techniques for distance communication within the meaning of art. 7:46a Civil Code, such as electronic communication (e-mail).

2. Applicability

1. The General Terms and Conditions apply to all quotations, offers and services of PRORIS and to all Agreements concluded by PRORIS, insofar as they have not been deviated from in accordance with Article 2 paragraph 5.
2. By placing an Assignment, the Client accepts the applicability of the General Terms and Conditions. PRORIS expressly rejects the applicability of the general terms and conditions of the Client, however named.
3. If the Client arranges for the registration of a participant other than the Client itself, such as the registration of an employee, the Client undertakes vis-à-vis PRORIS to make known and impose the General Terms and Conditions on that participant.
4. The General Terms and Conditions are made available on the Website. At the request of the Client, PRORIS will send a copy of the General Terms and Conditions free of charge.
5. Deviations from the General Terms and Conditions are only valid if they have been expressly agreed in writing between PRORIS and the Client. In the General Terms and Conditions, written is also understood to mean any form of electronic communication (e.g. e-mail).

6. In cases not covered by the relevant Agreement and/or the General Terms and Conditions, PRORIS will make reasonable arrangements.
7. The (full or partial) invalidity or ineffectiveness of one or more provisions of the General Terms and Conditions does not affect the validity or bindingness of the other provisions. If it turns out that a provision is invalid or non-binding, PRORIS and the Client will replace the invalid or non-binding part with a provision that is valid and binding and the legal consequences of which, in view of the content and purport of the relevant provision, are as far as possible correspond to those of the invalid or non-binding part of this provision.

3. Agreement

1. The Client issues the Assignment to PRORIS by registering for a Course. Registration for a Course takes place (i) via the registration form in the PRORIS brochure, (ii) by telephone, (iii) by e-mail via the digital registration form provided by PRORIS, or (iv) via the registration form on the Website.
2. The Agreement is concluded when PRORIS accepts an Assignment in writing and is deemed to have been concluded at the moment PRORIS has confirmed the Assignment to the Client in writing. This confirmation also serves as proof of registration for the relevant Course. Commencement of the Training is also understood to mean providing access to the Educational Material that can also be offered electronically.
3. PRORIS is entitled to obtain information from third parties about the creditworthiness of a Client who has registered for a specific Training before PRORIS confirms the Assignment to the Client. In that case, PRORIS will inform the Client about such a creditworthiness investigation.
4. The Client is not entitled to transfer the rights and obligations under the Agreement to a third party without written permission from PRORIS. PRORIS may attach further conditions to this permission.

4 Legitimation

1. When giving the Assignment, the Client is obliged to state the correct and full name of the Client as stated in a valid proof of identity and, insofar as applicable, the participant who will follow the Training on the registration form.
2. Anyone following a Course is obliged to carry the written order confirmation as referred to in Article 3 paragraph 2 in combination with a valid proof of identity during the meetings of the Course and to show it at the request of the lecturer or another official of PRORIS.

5 Cancellation Training

1. If, in the opinion of PRORIS, the number of registrations for a specific Training or a specific training module is insufficient, PRORIS is entitled to cancel (in whole or in part) prior to the start of the relevant Training or the relevant training module. In that case, PRORIS is free to (i) agree with the Client that the relevant Training or the relevant training module will be followed at another training location, different date and/or other time or (ii) the relevant Training or relevant cancel training module. If PRORIS cancels the relevant Training or training module, PRORIS will refund the amount already paid by the Client for the canceled Training or training module, but PRORIS is not obliged to compensate any damage or costs incurred by the Client in connection with that cancellation.
2. Prior to the start of an Open Training, the Client has the right to cancel the relevant Open Training. The cancellation can only be made in writing. The moment of receipt by PRORIS of the cancellation applies in the case of (i) a letter: the date of the postmark, and (ii) an e-mail: the sending date of the relevant e-mail. The planned start date of the (rescheduled) Open Training is the starting point for determining the amount of the costs of the cancellation as referred to in Article 6, paragraphs 3 and 4.
3. In the event of cancellation as referred to in Article 6 paragraph 2 (without prejudice to the cooling-off period as referred to in Article 7 in the case of a Distance Agreement, if applicable), PRORIS is entitled to charge the following costs to the Client:

- a. in case of cancellation up to two months before the start of the Open Training: 10% of the costs of the Open Training with a minimum of EUR 50;
 - b. in case of cancellation between two months and one month before the start of the Open Training: 25% of the costs of the Open Training;
 - c. in case of cancellation between one month and two weeks before the start of the Open Training: 50% of the costs of the Open Training; and
 - d. in the event of cancellation less than two weeks before the start of the Open Programme: the total costs of the Open Programme.
4. If the Client cancels an Open Training after it has been moved by PRORIS at the request of the Client as referred to in Article 7 paragraph 7, PRORIS is entitled to charge the following costs to the Client:
 - a. in the event of cancellation in the period between the date of relocation and two weeks before the start of the rescheduled Open Course: 50% of the costs of the Open Course; and
 - b. in the event of cancellation less than two weeks before the start of the rescheduled Open Programme: the total costs of the Open Programme.
5. If the Client cancels an Open Training after it has been changed by PRORIS at the request of the Client as referred to in Article 7 paragraph 8, PRORIS is entitled to charge the following costs to the Client:
 - a. in the event of cancellation in the period between the date of the change and two weeks before the start of the changed Open Course: 50% of the costs of the Open Course for which the Client was originally registered (i.e. before the change), unless the costs for the changed Open Course exceed the costs for the original Open Course, in which case 50% of the costs for the changed Course will be charged; and
 - b. in the event of cancellation less than two weeks before the start of the changed Open Training: the total costs of the Open Training for which the Client was originally registered (i.e. for the change), unless the costs for the changed Open Training exceed the costs for the original Open Training, in which case the total costs for the changed Training will be charged.
6. Cancellation by the Client of an In Company/Customized Training can only take place before PRORIS has started the implementation of that In Company/Customized Training. The cancellation of an In Company/Customized Training can only take place in writing by means of a registered letter with acknowledgment of receipt ('signature return') addressed to PRORIS. The time of receipt by PRORIS of the cancellation is the date of the postmark. The written confirmation thereof by PRORIS serves as proof of the cancellation. The planned start date of the In Company/Custom Training is the starting point for determining the amount of the costs of the cancellation as referred to in Article 6 paragraph 7.
7. In the event of cancellation as referred to in Article 6 paragraph 6, PRORIS is entitled to charge the following costs to the Client:
 - a. in case of cancellation up to two months before the start of the first meeting: 20% of the costs of the In Company/Custom Training;
 - b. in case of cancellation between two months and one month before the start of the first meeting: 25% of the costs of the In Company/Custom Training;
 - c. in case of cancellation between one month and two weeks before the start of the first meeting: 50% of the costs of the In Company/Custom Training; and
 - d. in case of cancellation less than two weeks before the start of the first meeting: the costs of the In Company/Custom Training.

6. Termination / transfer Training

Distance Agreement

1. If the Client is a private individual, the Client has the right to dissolve the Distance Agreement without giving reasons for 7 working days after the conclusion of a Distance Agreement. In the case of a Distance Agreement that exclusively relates to the purchase of Educational Material, the period of 7 days commences on the day following the day of receipt of the Educational Material.

2. In the event of dissolution in accordance with Article 7 paragraph 1, the Client must return the Educational Material received to PRORIS as soon as possible. PRORIS is entitled to charge the Client for the direct costs of returning the goods. The return is for risk of the Client .
3. There is no right to dissolution in accordance with Article 7 paragraph 1 if the Training has started before the period of 7 working days has expired.

Interim termination Agreement

4. If the Client terminates the Agreement prematurely after the start of the Training, there is no right to any refund of the amount paid or still owed by the Client to PRORIS, with the exception of (i) the provisions of Article 7, paragraphs 5 and 6, and (ii) the costs for the Education Material not (yet) delivered.
5. In the event of premature termination of a multi-year Training, the amount paid or still owed by the Client to PRORIS will only be refunded insofar as this relates to years following the training year in which the Agreement was terminated prematurely. In that case, the Client also owes PRORIS the surcharge for the training years already followed and the current training year, which is determined on the basis of the costs for comparable, separate (one-year) Training.
6. Reimbursement of (part of) the costs of the Training is only possible if an early termination of the Agreement is the direct result of a serious illness or calamity, whereby PRORIS may require proof of this in the form of a medical certificate or otherwise. In principle, the medical certificate will be issued by the attending physician and will in any case state the following: (i) the identity and capacity of the person issuing the certificate, (ii) the identity of those following the Training, (iii) the cause of this person's incapacity to continue the Training, and (iv) the probable duration of this incapacity.

Move Training

7. In exceptional cases, at the request of the Client, PRORIS can move a Training to another training location, another date and/or another time. The decision on whether or not to move a Training lies solely with PRORIS. PRORIS will charge the Client EUR 125 for the administrative processing of a transfer. The Client must pay these costs (together with any other costs still owed for the Training) no later than 14 days after PRORIS's decision to move the Training. An In Company/Custom Training cannot be moved.

Change Training

8. In exceptional cases PRORIS can change an Open Training to another Open Training at the request of the Client . The decision on whether or not to change an Open Training lies solely with PRORIS. PRORIS will charge the Client EUR 125 for the administrative processing of such a change. The Client must pay these costs (together with any other costs still owed for the Training) no later than 14 days after PRORIS's decision to change the Open Training. An In Company/Customization Course can not become modified .

7 Delivery of educational material

1. PRORIS strives to deliver the Educational Material to the Client before the start of the Training.
2. All delivery terms for Teaching Material used by PRORIS have been determined to the best of PRORIS' knowledge on the basis of information known to PRORIS at the time of entering into the Agreement. PRORIS accepts no responsibility for exceeding delivery terms .
3. PRORIS is not bound by delivery terms that cannot be met due to unforeseen circumstances that occurred after entering into the Agreement. If there is a threat of exceeding any term, PRORIS will inform the Client about this as soon as possible and PRORIS and the Client will try to find a suitable solution.

4. When sending Educational Material abroad, the actual costs are calculated according to the applicable basic rates of Post NL, with a surcharge of 10% for administrative processing.

8 Price

1. The costs of each Open Course and the method of payment (as well as whether payment in installments is possible for that Open Course) are stated in the brochure and on the Website. The Arrangement costs form an inseparable part of the total costs of the Training.
2. Interim cost-increasing factors (such as, but not limited to: purchase prices, exchange rates, wages, taxes, duties, charges and freight) that come into play after the conclusion of the Agreement can be passed on by PRORIS to the Client.
3. If the Client is a private individual, and the cost-increasing factors referred to in Article 9 paragraph 2 lead to a change in the price of a Training within 3 months after the conclusion of the Agreement, the Client has the right to dissolve the Agreement.
4. charge the applicable VAT rate on the costs of the Teaching Material, the Arrangement costs and reproduction rights.

9 Payment

1. If the Client is a private individual, payment will only be made by granting PRORIS an authorization for direct debit by the Client. The Client shall pay the amounts due to a (group) company to be designated by PRORIS . The Client guarantees that PRORIS will be able to collect the amounts due.
2. If this option is offered, the Client can pay the costs of an Open Training in installments or by payment at once. In that case, the Client must indicate the chosen method of payment when issuing the Assignment, and this cannot be changed after the Assignment has been issued.
3. If the Client is not a private individual, payment must be made no later than on the due date as stated on the relevant invoice.
4. The Client must have paid PRORIS the full costs of an In Company/Customized Training prior to the first meeting of the In Company/Customized Training, unless otherwise agreed in writing in the Agreement.
5. If the Client has not paid the amount due in full within the set period, PRORIS will inform him of this in writing by means of a reminder letter. If the Client has not paid the amount due in full within the term set in the reminder letter, the Client will be in default without further notice of default.
6. Without prejudice to its other obligations, the Client owes statutory interest on the outstanding amounts from the due date of the invoice until the day of full payment.
7. If a Client does not pay within the set term, all additional costs that PRORIS must incur to collect the amount due to PRORIS will be borne by the Client. These costs amount to at least 10% of the amount due, with a minimum of EUR 115.00.
8. If the Client is a private individual and the Client's employer has co-signed the Agreement, the employer, in addition to the Client, is and remains jointly and severally liable for all that which the Client owes and may at any time owe to PRORIS on the basis of the Agreement. . This joint and several liability of the employer remains in full force in the event of (premature) termination of the employment relationship between the Client and the employer.

10 Lecturer dropout

1. In the event of illness and/or absence of a lecturer, PRORIS will – insofar as possible – arrange for equivalent replacement . If replacement proves to be impossible, PRORIS will inform the Client of this as soon as possible and come up with a proposal for alternative dates on which the Training in question will still be given.

2. In the event of illness and/or absence of a teacher, the Client is not entitled to any (damage) compensation. PRORIS will not charge any additional costs for the provision of teaching days resulting from illness and/or absence of a teacher.
3. A Client cannot (i) cancel a Course free of charge, or (ii) terminate the Agreement prematurely due to the absence of a teacher.

11 Liability PRORIS

1. If the Client suffers damage as a result of a shortcoming in the fulfillment of the Agreement attributable to PRORIS, PRORIS shall be liable, with due observance of the provisions of the following paragraphs of Article 12, for the damage as referred to in Article 6:96 of the Dutch Civil Code, which is a direct and immediate consequence. The liability of PRORIS is in all cases limited to a maximum of the invoice value of the part of the Training from which the liability arises.
2. For all damage, a threshold amount of EUR 55 is payable by the Client, but PRORIS will also reimburse the threshold amount if this is exceeded.
3. Except in the event that the damage has arisen as a result of intent or gross negligence on the part of PRORIS or its (managerial) employees, (i) damage to items used by the Client for the exercise of a profession or business, (ii) damage as a result of a business stoppage or (iii) damage as a result of not being able to exercise a profession or as a result of loss of profit, in all cases excluded from compensation.
4. report any damage to PRORIS as soon as possible and at the latest within two months of its occurrence .
5. The liability arrangement in the previous paragraphs of this article also applies to third parties engaged by PRORIS for the performance of the Agreement, as well as to persons for whom PRORIS or such a third party is liable.
6. All Teaching Material, the brochure or other work developed and/or compiled by PRORIS, arising from or related to an Assignment or Training, has been carefully compiled by PRORIS to the best of its ability. However, PRORIS is in no way liable for damage of any nature whatsoever resulting from (possible) incorrect information in the Teaching Material, the brochure or any other work arising from or related to an Assignment or a Training.

12 Confidentiality

PRORIS, its staff and/or persons working for PRORIS will treat the information provided by the Client confidentially. PRORIS conforms himself thereby to the applicable privacy legislation .

13 Personal data

PRORIS processes the personal data provided by the Client in accordance with PRORIS' privacy policy. The Client guarantees that the data subjects whose personal data are provided have been informed about the processing of their data by PRORIS. See Privacy and Cookie statement on this website

14 Intellectual property rights

All intellectual property rights, including copyright, relating to the Educational Material provided and compiled by PRORIS (with the exception of commercially available books) are held by PRORIS. Nothing from these publications may be reproduced and/or made public without written permission from PRORIS.

15 Business associates

PRORIS is entitled to have a Training, in certain regions or with regard to certain Trainings, provided by a business partner authorized by PRORIS.

16 Amendment of the General Terms and Conditions

Unless agreed otherwise in writing, the General Terms and Conditions may be amended by PRORIS. Changes to the General Terms and Conditions will be announced at least ten (10) calendar days before they come into force.
Disclosure will be made by personal notice or by general notice on the Website.

17 Applicable law and competent court

Dutch law applies to all Agreements and services provided by PRORIS. In the first instance, the court in Amsterdam has exclusive jurisdiction to take cognizance of any dispute arising from an Agreement or the General Terms and Conditions.

These General Terms and Conditions were last amended in version 4 on June 3, 2023