

Terms and Conditions

with regard to training

Article 1 - Definitions

In these Terms and Conditions, the following definitions shall apply:

Terms and Conditions	these Terms and Conditions.
Participant	natural person who is, at the time of Registration, registered to attend the training.
Registration	a written request to participate in a specific Training, or to accept a proposal for a Customised Training. <i>'Registering' on a waiting list is not regarded as Registration for the purposes of these Terms and Conditions, but as informative notification of interest.</i>
Customer	(i) any individual who purchases a Training from Piims or (ii) any organisation that purchases Training or Customised Training for the benefit of its employee(s).
Customised Training	a training, retraining or refresher course, course, study, seminar or workshop or any other form of training provided by Piims for a closed circle of employees to be designated by the Customer.
Training	A training, retraining or refresher course, course, study, seminar or workshop or any other form of training provided by Piims which, provided the possible entry requirements are met, is open to any interested party.
Training Agreement	An agreement between Piims and a Customer relating to the provision of a Training or Customised Training by Piims.
Piims	Piims Academy B.V.
Price	The total price for a Training or Customised Training including all additional costs, unless expressly stated otherwise.
Website	The website of Piims: www.piims.nl or www.piimsacademy.com .

Article 2 - Applicability

1. These Terms and Conditions apply to all proposals, offers and services of Piims relating to the performance of Training and Customised Training and to all Training Agreements concluded by Piims, insofar as they do not deviate from them as referred to in paragraph 3 of this article.
2. By Registering, the Customer accepts the applicability of the Terms and Conditions. Piims expressly rejects the applicability of the Customer's terms and conditions, however named.
3. Deviations from the Terms and Conditions are valid only if expressly agreed in writing between Piims and the Customer and apply only in respect of the specific Training Agreement for which the changes have been agreed.
4. In cases not provided for in the relevant Training Agreement and/or the Terms and Conditions, Piims will make reasonable arrangements.

5. The (whole or partial) invalidity or non-binding nature of one or more provisions of the Terms and Conditions does not affect the validity or binding nature of the remaining provisions. Should a provision prove to be invalid or non-binding, Piims and the Customer will replace the invalid or non-binding part with a provision that is valid and binding and whose legal consequences, given the content and scope of the relevant provision, correspond as closely as possible to those of the invalid or non-binding part of this provision.
6. In these Terms and Conditions, 'in writing' includes electronic communication such as e-mail and messages via the Website.

Article 3 - Training agreement

1. Registration for a Training takes place via the registration form on the Website or by accepting a proposal for a Customised Training.
2. The Training Agreement comes into effect when Piims accepts the Registration for a Training and has confirmed it to the Customer in writing, or - whichever is earlier - as soon as the Customer pays an invoice in connection with the Training Agreement.
3. The confirmation of the Registration to the Customer shall always include the Training, the start date, the training location and the Price of the Training.
4. The Customer will receive a written confirmation of the Training Agreement that serves as proof of Registration for the relevant Training.
5. The Training starts on the date of the first (virtual) meeting.
6. The Customer is not entitled to transfer the rights and obligations under the Training Agreement to a third party without Piims' written consent. Nor is the Customer entitled to have a person other than specified at the time of Registration participate in a Training without the written consent of Piims. Piims may attach further conditions to this consent.
7. These Terms and Conditions are expressly disclosed to the Customer prior to the conclusion of the Training Agreement and form an integral part of Piims' general information provision. At the Customer's request, Piims will send a copy of the Terms and Conditions free of charge.

Article 4 - Cancellation of a Training

1. If five to two weeks, to be determined by Piims for each Training, before the start of a Training fewer Participants have registered than the minimum number of Participants set for the relevant Training, Piims will be free to agree with the Customer - or the Participants - that the relevant Training will be followed at a different training location and/or on a different date. If no agreement is reached between the parties on such change(s), then the Customer shall be entitled to cancel the relevant Training free of charge.
2. With regard to the set minimum number of participants for a Training, the Customer or Participant cannot assert any rights. Piims is entitled, if the situation so requires, to still allow a Training for which fewer than the set minimum number of participants have registered to go ahead.
3. Prior to the start of a Training, the Customer has the right to cancel the relevant Training. The cancellation can only be made in writing. The planned start date of the Training (as referred to in article 3 paragraph 5) shall be the starting point for determining the amount of the costs of cancellation as referred to in paragraph 4 of this article.

4. In the event of cancellation as referred to in the previous paragraph, and there is thus no question of a cancellation by the Customer pursuant to paragraph 1 of this article or within the cooling-off period referred to in article 5 paragraph 1, Piims is entitled to charge the Customer a portion of the Price, in accordance with the following graduated scale:
 - a) for cancellation up to two months before the start of the Training: 10% of the Price;
 - b) for cancellation between two months and one month before the start of the Training: 20% of the Price;
 - c) for cancellation between one month and two weeks before the start of the Training: 30% of the Price;
 - d) in case of cancellation less than two weeks before the start of the Training: 50% of the Price;
 - e) on termination of a Training already started: 50% of the agreed Price + the costs for the days attended, but never more than 100% of the Price.

Article 5 - Termination/relocation/change of a Training

1. If the Customer is an individual, the Customer has the right to cancel the Registration without giving reasons for 14 calendar days after Registration for a Training.
2. Moving a Registration effectively amounts to cancellation plus Reregistration. The cancellation rule in article 4 paragraph 4 then applies. Piims makes an exception when the Customer is registered for a Training for which there is also a waiting list. Piims will then examine whether someone from the waiting list can take the Customer's place. If Piims finds someone from the waiting list who can take the Customer's place, Piims will postpone the participation until the next time the Training is provided. However, the Customer will then already pay the invoice for the Training for which the Customer originally Registered. Naturally, the Customer will not pay a second time for the Training to which the Customer has been rescheduled.
3. If the Customer has to cancel due to force majeure, such as illness, an accident or a death in a close circle, Piims will, in consultation with the Customer, try to find a solution that feels reasonable for both parties. An overcrowded schedule does not count as force majeure.
4. Requests for termination/relocation/change of a Training must be made in writing to Piims.
5. A Customised Training cannot be changed or rescheduled by the Customer.
6. Piims has the right to deviate from the maximum and minimum group size published on the website by up to three Participants.
7. Piims has, without admitting any liability, the right to modify a Training for the purpose of improving the quality of the Training.

Article 6 - Examinations

1. Where applicable, a Training concludes with an examination.
2. An examination forms an integral part of the Training. The examination and certificate fees are an inseparable part of the Price of the Training.
3. Retake exams are available in consultation with Piims for an additional fee. Piims will offer an opportunity for re-examination for each Training at least once per quarter. Piims will determine the form of the re-exam, the manner in which it is conducted and the location, if any, for the re-exam. For the record, re-examinations are only open to persons who have not completed the examination associated with the Training or have not completed it with a positive result.

4. Piims provides a certificate after:
 - a. all examination requirements have been met, and
 - b. the Price of the Training has been paid to Piims by the Customer.Piims issues the certificate in the name of the Participant.
5. The Customer is responsible for registering for the exam and meeting any other conditions associated with the exam.

Article 7 - Payment

1. Piims aims to send the invoice to the Customer four to five weeks before the start of the Training. Piims applies a payment term of 14 days.
2. Payment by the Customer can only be made by means of a bank transfer and must take place no later than the due date as stated on the invoice.
3. If the Customer has not paid the amount due in full within the prescribed period, Piims sends the Customer a payment reminder offering the Customer the opportunity to still pay within 14 days of receipt of that reminder. If the Customer has not paid the full amount due within that period, the Customer is in default without further notice of default being required.
4. If a Customer fails to pay within the period referred to in Article 7 paragraph 3, Piims will charge extrajudicial collection costs and interest in accordance with the applicable laws and regulations. In the event of late payment, Piims will hand the claim over to a debt collection agency.
5. If the Customer is in default in accordance with the provisions of Article 7 paragraph 3, Piims has the right to terminate the Training Agreement. In that case, the Customer must pay Piims compensation consisting of:
 - a. the Price for the Training already provided by Piims up to the time of termination, plus;
 - b. up to 50% of the Price as being costs for the part of the Training not provided.The compensation shall never exceed the agreed Price.

Article 8 - Identification

1. When registering for a Training to which a certificate and/or continual education points are attached, the Customer is obliged to state the correct and full name of the Participant as stated on his/her proof of identity on the registration form.
2. Every Participant is obliged to carry a valid identification document during the meetings of the Training and during examinations and to show it upon request of the teacher and/or examiner.

Article 9 - Liability

1. In the event that the Customer (and/or one or more of his employees) suffers damage, Piims' liability is in all cases limited to compensation for direct damage (liability for indirect damage - e.g. consequential damage, delay damage, loss of profit and lost turnover - is therefore excluded). Furthermore, the scope of the compensation obligation is limited to the amount paid by the Customer in the context of the Training in which context the damage occurred. Piims' compensation obligation shall under no circumstances exceed the amount actually paid to Piims by Piims' insurer.
2. Piims' liability for damage caused by intent or gross negligence of Piims' management is not limited.

3. Piims is in no way liable for damage, of whatever nature, resulting from (any) incorrect or incomplete information/recommendations/advices provided in connection with a Training. This includes, inter alia: the information/recommendations/advices provided by the instructor or through the training materials, the brochure or any other work arising from or related to a Training.
4. Piims is not liable if the Customer fails to comply with any (safety) instructions.
5. Piims' liability also extends to all persons for whom Piims is responsible (such as persons employed by Piims or appointed by Piims for the performance of the Training Agreement).
6. The Customer warrants that the participants of the Training have accepted the aforementioned limitations of liability and indemnifies Piims against all claims by those employees.

Article 11 - Teacher/examiner failure

1. In the event of illness and/or absence of a teacher or an examiner, Piims will - to the extent possible - provide an equivalent replacement. If an equivalent replacement is not possible, Piims will notify the Customer as soon as possible and propose alternative dates for the relevant parts of the Training or for the relevant examination.
2. In case of illness and/or absence of an instructor or an examiner, the Customer is not entitled to any compensation or damages. Piims will not charge additional costs for the provision of teaching days resulting from illness and/or absence of an instructor.
3. A Customer cannot:
 - a. cancel a Training or examination free of charge due to the failure of a teacher or examiner, or
 - b. terminate the Training Agreement prematurely due to the failure of a teacher without owing the cancellation fee.

Article 12 - Confidentiality

Piims, its staff and/or persons working for Piims will treat the information provided by the Customer or his employee as confidential.

Article 13 - Personal data

Piims processes the personal data provided by the Customer in accordance with the GDPR, as described in Piims' privacy statement on the website. The Customer guarantees that the data subjects whose personal data is provided have been adequately informed about the processing of their data by Piims.

Article 14 - Intellectual property rights

1. All intellectual property rights, including copyright, relating to the training materials provided and compiled by Piims (except for books on sale) are vested in Piims. No part of these publications may be reproduced and/or disclosed without the written consent of Piims.
2. The Customer guarantees that any drawings, models, materials or other works provided by him or her to Piims do not infringe or violate any intellectual property rights of third parties.

Article 15 - Business partners

Piims is entitled to have the Training or parts of it carried out by a business partner authorised by Piims, in which case the Training Agreement between the customer and Piims and these Terms and Conditions remain fully applicable.

Article 16 - Modification of the Terms and Conditions

The Terms and Conditions may be amended by Piims. Announcement is made by means of a individual notification or by means of a general notification on the Website. If an amendment has the effect of providing the Customer with a performance that differs substantially from the original performance, the Customer has the right to terminate the Training Agreement as of the date the amended Terms and Conditions enter into force.

Article 17 - Disputes and complaints

1. The Training Agreement is governed by Dutch law.
2. Piims makes every effort to provide its Training in accordance with current professional standards.
3. If the Customer believes that Piims has not fulfilled its obligations, the Customer may file a complaint at compliant@piimsacademy.com. The Customer must clearly state in the complaint what the Customer objects to, on what basis the Customer objects and what the Customer wants Piims to do about it.
4. Piims will confirm to the Customer within 2 weeks the receipt of the complaint and whether the complaint will be considered.
5. Piims handles complaints confidentially.
6. Piims handles a complaint within 4 weeks. If Piims unexpectedly needs more time, for example to conduct research, Piims will inform the Customer of this in writing. In this case, Piims will also give an indication of the period within which the Customer can expect a decision.
7. Piims retains all complaints together with information on their handling for the duration of 2 years from the time the complaint is settled.
8. If the Customer is not satisfied with Piims' handling of the complaint, the Customer can file a complaint about it with an independent dispute committee:

De Geschillencommissie
PO Box 90600
2509 LP The Hague
The Netherlands
www.degeschillencommissie.nl

The verdict of the Disputes Committee is binding on Piims.

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