

General terms and conditions for Sports & Orthopedics training courses

Article 1: Definitions

In these general terms and conditions, the following definitions apply:

1. Training course: this includes all (multi-day) digital courses, (multi-day) non-digital courses and (multi-day) conferences.
2. Participant: the person who registers or has registered for a training course at Sports & Orthopedics.

Article 2: Registration

1. A participant has the option of registering for one or more training courses.
2. Registration for a training course takes place via the digital registration form or via e-mail. For each training course it is specified how this should be done.
3. When registering, the participant indicates by means of a check mark that he/she agrees with these general terms and conditions, which are available digitally.
4. The participant will receive a provisional confirmation of participation by e-mail. If a training course is full, the participant will be asked if they would like to be placed on a waiting list.
5. Participants have a statutory cooling-off period of 14 days, during which they can cancel their registration for the training course free of charge. The registration fee will then be refunded.
6. The registration is only final when the cooling-off period as mentioned in paragraph 5 of this article has expired and the registration fee has been paid.
7. If there are not enough participants, or if the training course is canceled by Sports & Orthopedics for other reasons, the participant will be informed by e-mail no later than 4 weeks prior to the training course.
8. If the training course will take place, an e-mail will be sent at least 4 weeks prior to the training course with additional information about the training course.
9. By registering, the participant automatically gives Sports & Orthopedics permission to send information about upcoming or new training courses organized by Sports & Orthopedics to the specified e-mail address.

Article 3: Financial obligations

1. Once the cooling-off period has expired, the participant is required to pay the registration fee due, no later than one month after receipt of the invoice.
2. The current fees for the training courses are stated on the Sports & Orthopedics website.
3. The registration fee cannot be paid in installments.
4. If the registration fee is not paid within the term stated above, the participant may be denied access to the training course. Sports & Orthopedics also reserves the right to allocate their place in the training course to people on the waiting list. This does not relieve the payment obligation of the participant.
5. In the event of non-payment, late payment or incomplete payment of the registration fee, Sports & Orthopedics will send the participant a notice of default. If payment is not made after the term as stated in the notice of default, the participant will automatically be in default and Sports & Orthopedics will be forced to engage a collection agency to collect the registration fee and the associated extrajudicial collection costs and statutory interest.

Article 4: Cancellation

1. If there are insufficient registrations for a training course or are other circumstances that make cancellation appropriate, Sports & Orthopedics reserves the right to cancel the training course. The registration fee already paid will be refunded to the participant without interest within 14 working days.
2. The participant can cancel their registration for the training course free of charge within the 14-day cooling-off period. Any registration fee paid will be refunded to the participant without interest.
3. If the participant cancels the registration for a training course after the expiry of the 14-day cooling-off period, the participant is obliged to pay the full registration fee and the registration fee will not be refunded.
4. If a participant cancels registration for a training course after the expiry of the 14-day cooling-off period due to illness or death, an alternative date for the training course will be planned in consultation with the participant and if possible. Even in that case, no refund of the registration fee is possible.

Article 5: Accreditation

1. Accreditation will be requested for most training courses organized by Sports & Orthopedics.
2. The current situation regarding accreditation is indicated on the Sports & Orthopedics website for the relevant training. Participants are responsible for checking whether a training is accredited and any consequences thereof.

Artikel 6: Right of use

1. In consultation with the trainer, Sports & Orthopedics will in most cases make study materials available. These study materials may not be reproduced or used for purposes other than those set within the framework of the training course.
2. Photos of work situations taken during the training course may be freely used by Sports & Orthopedics for publicity purposes.
3. The study materials remain the property of Sports & Orthopedics. Participants only have the right of use.

Article 7: Liability

1. Sports & Orthopedics will be able to perform its work to the best of its knowledge.
2. Sports & Orthopedics excludes (subject to intent and/or gross negligence) any form of liability for any damage – directly or indirectly – related to a training course provided by Sports & Orthopedics, with the exception of its legal liability.
3. Sports & Orthopedics carefully puts together the study materials that it makes available. However, Sports & Orthopedics cannot guarantee the complete accuracy of these study materials. Sports & Orthopedics therefore accepts no liability for damage resulting from any decision or action based on the study materials.
4. If a participant suffers damage as a result of the negligence of Sports & Orthopedics, one of its employees, or a trainer it has hired, any liability of Sports & Orthopedics is at all times limited to a maximum amount equal to the registration fee that the participant has paid for the training course.
5. Sports & Orthopedics bears no responsibility for the professional application of what has been learned during the training course(s).
6. Sports & Orthopedics excludes liability for loss, damage and/or theft of objects and/or materials belonging to the participant.
7. Sports & Orthopedics accepts no liability for any damage that the participant suffers or may suffer as a result of cancellation of (parts of) a training course.

8. Sports & Orthopedics is not liable if the e-mail address specified by the participant does not function or does not function sufficiently.
9. Participants are personally responsible for any damage caused by them at the training location or to training materials.

Article 8: Confidentiality

1. The participant is obliged to consider all personal information about patients and others that is entrusted to him/her in the context of the training course as confidential it would be if the information had been directly communicated to him/her in his/her own professional practice as a paramedic. The medical professional secrecy applies to such information.

Article 9: Complaints procedure

Definition of a complaint: any reporting of a participant, which shows that his/her expectation has not been met and which is not merely a rapidly remedied misunderstanding or lack of information and of which it is clear, in view of the disappointment with the participant, that this deserves attention at a higher level in the organization.

The following step-by-step plan applies to complaints:

1. General complaints or questions can be submitted to Sports & Orthopedics, preferably by e-mailing r.bogje@st-anna.nl.
2. Complaints about a trainer can be submitted to Sports & Orthopedics, preferably by e-mailing r.bogje@st-anna.nl.
3. Complaints submitted via e-mail will be answered within 14 days regarding how it will be handled further in the procedure. The aim is to handle complaints within 28 days.
4. If a longer time is needed to do research, the participant will be informed of this within 28 days, whereby the delay will be explained. Moreover, an indication will be given as to when a definitive answer can be expected.
5. Complaints are treated confidentially by all parties.
6. Complaints and how they are handled are registered and stored for a period of five years.

Article 10: Changes made to these conditions

1. Sports & Orthopedics is authorized to make changes to these General Terms and Conditions. The changed conditions will be sent on request.