

## Cancellation and Delivery Terms 2023

### **Article 1. General**

- 1.1 The general delivery terms apply to all agreements with Proveto B.V. regarding participation in or commissioning of symposiums, conference days, courses, refresher courses, training sessions, and other forms of education, as well as advisory services in the broadest sense of the word, hereinafter referred to as 'course.'
- 1.2 Deviations from these terms are only binding if and to the extent they are confirmed in writing by Proveto B.V..
- 1.3 In these terms, the following terms shall apply:  
Proveto B.V., P.O. Box 199, 3800 AD, Amersfoort  
(Chamber of Commerce number 58.225.382).
  - Client: an individual who registers for participation in an 'open' course; a company that registers an individual for participation in an 'open' course or commissions the organization of a course.
  - Participant: an individual who participates in an 'open' or 'in-company' course.
  - An 'open' course is a course that anyone can attend, provided they meet the target group described in the mailing or on the website, regardless of the company or institution where the individual is employed. The objective and content of an 'open' course are predetermined and specified on the website or in separate course information.
  - An 'in-company' course is a course in which employees of one company or institution participate, and its objectives, target group, and content are tailored in consultation with the client.

### **Article 2. Formation of the Agreement**

- 2.1 The agreement between Proveto B.V. and the client for participation in an 'open' course is concluded by sending the designated registration or application form by the client and/or by written confirmation from Proveto B.V. received by the client via fax, email, or internet registration.
- 2.2 The agreement between Proveto B.V. and the client for the execution of an 'in-company' course is concluded by a confirmation of the execution offer signed by both parties.

### **Article 3. Payment Terms for 'Open' Courses**

- 3.1 The invoice for the participation fees due will be sent by email to the email address provided by the client, including the billing address. The invoice must be paid within 14 days from the invoice date, but if the course falls within this period, the invoice must be settled immediately and no later than before the start of the course.
- 3.2 If the client fails to settle the due participation fees, Proveto B.V. is entitled to assign the collection of the debt to a collection agency. In such a case, both judicial and extrajudicial collection costs will be borne by the client. This includes the fees of collection agencies, as well as the actual costs and the fees of bailiffs and lawyers, even if these exceed the legal costs awarded by the court.

- 3.3 Proveto B.V. has the right to refuse participation of the client or the participant designated by the client if the payment obligation is not met on time.
- 3.4 If payment is not made within 14 days, a first reminder will be sent by email with a request for immediate payment. If payment is still not made after the first reminder, a second reminder will be sent by post with an administrative fee of €25 (excluding 21% VAT). If a third reminder is necessary, the outstanding invoice will be handed over to a collection agency within 7 days after prior telephone contact with the respective participant and/or the debtor's financial department.

#### **Article 4. Payment Terms for Courses**

- 4.1 When commissioning the execution of a course, the client (in this case, a company, veterinarian, paraveterinarian, or institution) is obligated to pay 100% of the agreed execution costs before the start of the course.
- 4.2 If the client fails to meet the payment obligation in a timely manner, Proveto B.V. is free to assign the debt collection, as stated in Article 3.2.

#### **Article 5. Cancellation and Replacement by the Participant/Client**

- 5.1 The participant/client has the right to cancel participation in an 'open' course or the commissioning of a course without stating reasons. A cancellation by phone must always be confirmed in writing by email to [administratie@proveto.nl](mailto:administratie@proveto.nl).
- 5.2 Cancellation of a course that has been partially or fully paid for with a unique voucher code is not possible. If a registered participant cannot attend, it is possible, after written consultation via email with Proveto, for the course to be attended by another person working at the same practice.
- 5.3 Cancellation up to 7 days before the start of the course incurs an administrative fee of €25 (excluding 21% VAT).
- 5.4 Within 7 days to 48 hours before the start of the course, a cancellation will result in 50% of the participation fees being charged.
- 5.5 In case of cancellation within 48 hours or failure to attend the course without prior notification, or in case of premature termination of participation, 100% of the participation fees or execution fees are due.
- 5.6 For practical wet labs, workshops, and "Meet the Specialist" (MTS) meetings, a cancellation within 7 days before the start of the course incurs 100% of the participation fees. If the participant's spot can be filled by a third party (inside or outside their practice), only €25 in administrative fees will be charged.
- 5.7 If a participant in an 'open' course misses a significant part of the course due to force majeure (as determined by Proveto B.V.), they will be given the opportunity to make up the missed portion in the next available course. Any costs for course materials and refreshments, as well as any increase in participation fees, will be charged. However, Proveto B.V. is not obliged to refund the participation fees, even if the repetition of the course is not scheduled.
- 5.8 In the case of sudden hindrance, a participant in an 'open' course may be replaced at the beginning without incurring any costs by a colleague. Replacement after the start is only possible in consultation with Proveto B.V.

#### **Article 6. Cancellation by Proveto B.V.**

- 6.1 Proveto B.V. reserves the right to cancel a course due to insufficient registrations or unforeseen circumstances regarding the execution of the course.
- 6.2 In case of unforeseen circumstances, Proveto B.V. reserves the right to relocate the course to another location or reschedule it to a later date.
- 6.3 The decision regarding cancellation due to insufficient enrollment is typically made two weeks before the start of the course. However, Proveto B.V. reserves the right to postpone the decision on whether to proceed or not until no later than 7 days before the scheduled start date.
- 6.4 In the event of a complete cancellation by Proveto B.V., and if the participation fees have already been paid, Proveto B.V. will promptly refund the full amount. The participant has no claim to compensation in such a case.

#### **Article 7. Written Material and Oral Instructions**

- 7.1 Copyrights for written material provided by Proveto B.V. as part of a course are reserved. Reproduction or distribution of this written material, whether by the participant or any other party, is not allowed without prior written permission from the copyright holder(s).
- 7.2 Proveto B.V. accepts no liability for participants' adherence to and interpretation of recommendations provided in written material or oral instructions during the course.

#### **Article 8. Force Majeure and Liability**

- 8.1 Proveto B.V. endeavors to execute the provided assignments to the best of its knowledge and ability.
- 8.2 Proveto B.V. cannot be held responsible for administrative errors made by a participant/client during course registration. Any additional costs incurred will be passed on by Proveto B.V.
- 8.3 If unforeseen circumstances make it impossible for an instructor to conduct a course, Proveto B.V. will attempt to assign a replacement instructor. If that is not possible, Proveto B.V. reserves the right to reschedule the course to a later date. In such cases, the participant/client may cancel participation in the course without incurring any costs.
- 8.4 Proveto B.V. is not liable for any damages suffered by a participant/client due to the cancellation of a course.
- 8.5 Proveto B.V. is not liable for any damages suffered by a participant/client during or as a result of an 'open' course or the execution of an 'in-company' course.
- 8.6 Proveto B.V. reserves the right to replace the course leadership and instructors listed in the course information without the participant/client having the right to cancel their registration for an 'open' course, except as provided in Article 5 of these terms.

**Article 9. Personal Data Protection**

9.1 Proveto B.V. makes every effort to protect the privacy of the participant/client. Personal data is processed and used in accordance with the General Data Protection Regulation (GDPR).

**Article 10. Disputes**

- 10.1 Dutch law applies to every agreement between Proveto B.V. and a participant/client.
- 10.2 Disputes arising from agreements to which these terms apply will be submitted to the competent court in the place of establishment of Proveto B.V., subject to any higher remedy.