

General Terms and Conditions of The Physiology Academy Version 8-8-2023

Article 1. Registration

1.1 Registration for participation in an educational activity of The Physiology Academy can be done through the website of The Physiology Academy. This can be done through the registration form on the course page you are interested in.

1.2 By submitting the registration form, the participant signs up for participation in the educational activity they are registering for. The participant also acknowledges being aware of and accepting the general terms and conditions of The Physiology Academy.

1.3 Registrations are recorded by The Physiology Academy in the order of receipt until the maximum number of participants for the respective educational activity is reached.

1.4 Within one week after registration, you will receive a digital confirmation along with the invoice and any further information. You can also directly pay the registration fee through online payment.

1.5 Within 14 days of registering for an educational activity, the participant has the right to cancel the registration without providing a reason.

1.6 If the maximum number of participants is reached for an educational activity, The Physiology Academy will send you an email asking if you want to be on the waiting list or if you want to participate in the next available course.

1.7 If there are too few registrations for an educational activity, it may be decided to cancel it. Participants of the canceled activity will be notified about this at least 2 weeks before the start. A new date will be scheduled and communicated as soon as possible. If the new date is not suitable for you, you can cancel your registration without any cost.

Article 2. Payment Terms and Procedures

2.1 A digital invoice will be sent immediately after registration.

2.2 The due amount must be paid within the payment term specified on the invoice.

2.3 If the payment term is exceeded, a reminder will be sent to the participant.

2.4 Non-payment of the due amount does not lead to the cancellation of participation in the educational activity. However, not paying the due amount before the start of the educational activity can result in refusal of participation. The participant remains liable at all times for fulfilling their payment obligation.

2.5 The prices for educational activities are, unless otherwise indicated, always inclusive of the costs of study materials (syllabi, participant folders) and the costs of coffee/tea and possibly lunch.

2.6 The participant can request that the invoice for the tuition fee be sent to their employer, who can pay on their behalf. However, the participant remains personally responsible for payment to The Physiology Academy.

2.7 Prices for in-company courses will be provided in a quote. This quote will clearly indicate which costs are the responsibility of the contracting party. The execution of an in-company course or training is based solely on an agreed-upon quote/order confirmation by both parties.

2.8 No VAT is applicable to the amounts charged by The Physiology Academy.

Article 3. Cancellation by Participant Policy

3.1 If the participant is unable to attend due to circumstances, this must be communicated in writing or by email (info@physiology-academy.nl).

3.2 The following policy applies to the cancellation of an educational activity:

Cancellation is free of charge up to 6 weeks before the scheduled start date of the educational activity.

In case of cancellation between 6 and 4 weeks before the scheduled start date of the educational activity, the participant owes 50% of the tuition fee.

If cancellation occurs less than 4 weeks before the scheduled start date of the educational activity, the participant owes the full tuition fee.

3.3 In the event of a refund of (part of) the tuition fee, the relevant amount will be refunded to the account from which the payment was made within 14 days.

3.4 The reason for cancellation is irrelevant in all cases. The cancellation date is determined by the postmark or email date, which is the date the written cancellation is sent.

Article 4. Catching Up on Educational Day(s) and Replacement

4.1 If a participant needs to miss a day or part of a day of an educational activity for any reason, The Physiology Academy provides the opportunity to make up for these sessions during the next scheduled educational activity.

4.2 A request to make up for a day or part of a day must be submitted in writing or by email (info@physiology-academy.nl) to The Physiology Academy.

4.3 There are no administrative fees for making up a day or part of a day.

4.4 The participant can have a replacement attend the educational activity in their place, provided that the replacement is communicated to The Physiology Academy at least one week before the activity's start date. If a new invoice needs to be issued and a refund needs to be processed, an administration fee of 50 Euros will be charged.

Article 5. Participant's Mid-Term Termination

5.1 If a participant terminates their participation in an educational activity after it has started or no longer participates in the activity for any reason, the participant is liable for the full amount of the tuition fee. There is no right to any refund or forgiveness.

5.2 In the case of mid-term termination of the educational activity, no substitute can be sent.

Article 6. Cancellation, Postponement, and Refusal by The Physiology Academy

6.1 The Physiology Academy reserves the right to cancel an educational activity if sufficient reason exists. The Physiology Academy accepts no liability for damages resulting from cancellation or postponement. The Physiology Academy commits to announcing cancellation or postponement no later than one week before the start of the educational activity.

6.2 In the event of cancellation by The Physiology Academy, any already paid participant fee will be fully refunded to the account from which the payment was made.

6.3 If sufficient reason is deemed, The Physiology Academy may decide to hold the educational activity or a part of it at a different location.

6.4 If The Physiology Academy changes the date of an educational activity, the participant is not liable for any amount if the changed date is not suitable. In this case, the participant can cancel the activity free of charge.

6.5 The Physiology Academy also reserves the right to refuse a participant before the start of the educational activity for motivating reasons, in which case the participant is entitled to a full refund of the amount paid to The Physiology Academy.

6.6 The Physiology Academy reserves the right to deny a participant access to an educational activity if their behavior significantly affects the learning process of other participants. In this case, the tuition fee will not be refunded to the participant.

Article 7. Certification

A participant in a course or training is entitled to a certificate if accreditation has been granted to the respective activity, and if the participant has attended more than 80% of the activity and successfully completed it, as determined by the instructor.

Article 8. Office and Administration

The Physiology Academy can always be reached via the email address info@physiology-academy.nl. You will receive a response to your message by email within 1 week at the latest. For questions requiring a longer processing time, you will receive a confirmation of receipt within a week, along with an indication of when we expect to be able to sufficiently answer your email.

Article 9. Accreditation

Our educational activities are accredited by various professional associations, including the KNGF or through GAIA (e.g. VSG/NVLA)/NVVC). The number of points for which the activities are accredited can be found on the website under the "more information" section of the respective course. The Physiology Academy informs the professional association of the participants' attendance at the course, after which the professional associations take care of awarding the accreditation points. If no registration number from a professional association's registry is provided, it is assumed that the participant is not registered in a quality register and does not need to be registered with the professional association.

Article 10. Complaints Procedure

The Physiology Academy strives to organize educational activities to the satisfaction of the participants. However, it is possible that a student has a complaint about an educational activity, the organization, or one of the instructors. A complaint can be submitted in writing or by email to The Physiology Academy. Include the following in the complaint:

Your name, address, and phone number;

The title and date of the educational activity about which you have a complaint;

The description of the complaint.

Within two weeks of receiving a complaint, you will receive a confirmation of receipt and a notification that the complaint will be handled by an employee of The Physiology Academy. We aim to handle the complaint within 4 weeks after confirmation.

If the complaint cannot be resolved to the satisfaction of the parties, it is possible to submit the complaint to an independent third party, whose judgment will be binding on The Physiology Academy. An independent complaints committee has been appointed by The Physiology Academy for this purpose, which will issue a decision on the complaint and document it within 6 weeks. The chairman of this committee is Mr. P.C. Bergkotte. He can be reached via peinberg@casema.nl. Complaints and the handling process will be registered and kept for a duration of three years.

Article 11. Participant Data Privacy

The Physiology Academy respects the privacy of visitors to its website and ensures that the information you provide is treated confidentially. We need information about you to process your request, and we follow the following strict behavioral rules:

11.1 Your data is managed by The Physiology Academy to execute your request and to keep you informed about our products/services in the future. Your data is not used for other purposes.

11.2 The Physiology Academy collects only data that is reasonably necessary to perform your information request or registration for an educational activity. Privacy-sensitive information is never collected or recorded by The Physiology Academy.

11.3 Data is collected by The Physiology Academy through online forms. Only data voluntarily entered by you in the forms is recorded. We do not use cookies or other means to automatically obtain data.

11.4 Access to your data is limited to employees of The Physiology Academy who need to have access to this data in the course of their duties.

11.5 Your personal data is never made available to third parties by The Physiology Academy, except in situations where this is necessary to comply with a legal obligation.

11.6 You have the right at all times to request The Physiology Academy to inform you about the data it has processed about you. You have the right to have data concerning yourself corrected if it is incorrect, incomplete, irrelevant, or recorded in violation of the law. You also have the right to request deletion of your data in and out of court. The Physiology Academy will handle these requests in accordance with the requirements of the General Data Protection Regulation (GDPR). For questions about our privacy policy or if you want to be forgotten or anonymized, send an email to info@physiology-academy.nl.

11.7 The participant is obliged to provide information to the employer about the content of the course or training and any results achieved. Unless otherwise agreed, The Physiology Academy will not provide information to the employer about results, behavior, absence, and the like without the participant's consent.

Disclaimer

The content of The Physiology Academy's educational activities is compiled in good faith and with care. The Physiology Academy and the instructors working for them are not liable for any kind of damage resulting from participation in educational activities of The Physiology Academy or application of the knowledge and insights presented in the educational activities. The provided course materials may not be used for purposes other than those set within the context of the course. The ownership of the provided course materials remains with The Physiology Academy. The provided course materials may not be reproduced without written permission from The Physiology Academy.

Participation in educational activities of The Physiology Academy is at the participant's own risk. The Physiology Academy is not liable for any damages in case an educational activity is canceled, regardless of the reason for cancellation. The number of accreditation points stated on The Physiology Academy's website may be changed by the respective professional organization.

If you have any questions or comments about the above, you can contact us: The Physiology Academy, Schouw 46, 2408 PH Alphen aan den Rijn, The Netherlands, Phone: +31 6-42028567, email: info@physiology-academy.nl.