

## European Open Enrolment Training Courses Terms and Conditions

**1. General.** Prosci delivers open enrolment courses across Europe through its group of companies, registered and/or operating in Belgium, Denmark, France, Germany, Ireland, Italy, Luxembourg, Morocco, Netherlands, Norway, Portugal, South Africa, Spain, Sweden, Switzerland and the United Kingdom. Training will be conducted under the relevant legal entity for the Purchaser's location (hereinafter referred to as "the Company"), and shall be identified on the invoice presented. Details of our registered companies and locations can be found on [our website](#).

The following general terms and conditions will govern all orders placed for an open enrolment Course with the Company. **This Agreement shall be effective when the Purchaser completes the registration form on the Company's website.**

**2. Definitions.** These key words have the following meanings:

*Agreement:* these terms and conditions.

*Course:* the specific training course, workshop or programme selected by the Participant.

*Course Charges:* the fee payable to the identified Company entity for the selected Course in the currency stated during the registration process.

*Participant:* the individual attending the Course and the recipient of the associated license in accordance with clause 9 (the Participant may also be the Purchaser).

*Personal Data:* any information relating to an individual who has been identified or can be identified, whether directly or indirectly.

*Purchaser:* the individual purchasing the Course place on behalf of the Participant (the Purchaser may also be the Participant).

*Services:* the training services provided by the Company.

**3. Payment.**

3.1. Unless otherwise agreed in writing, 100% of the Course Charges should be paid immediately following registration in the currency stated during the registration process. All prices exclude applicable taxes which shall be applied to the invoice at the prevailing country rate, as applicable.

3.2 Payment must be credited in full to the Company without deductions. The Purchaser is responsible for any and all bank or credit card charges.

3.3 In the event of non-payment by the Course start date, the Company reserves the right to charge interest automatically and without formal notice, at an annual rate of 10% from the due date plus a fixed compensation fee of 10% of the Course Charges.

**4. Cancellations.**

4.1 All requests must be submitted by the Participant in writing (copying in the Purchaser where different) to the email address provided on the Course confirmation email from the Company. All requests are subject to the approval of the Company which shall be final.

4.2 If written cancellation notice is received by the Company the following cancellation terms will apply:

Calendar Days before the Course Start Date	
31 days or more	100% of the Course Charges are fully refundable or transferable to an alternative Course date.
Between 30 and 15 days	100% of the Course Charges are non-refundable. 75% can be transferred to a subsequent Course within a 12-month period. The Company will retain a 25% change fee.
14 days or less	100% of the Course Charges are non-refundable. 50% can be transferred to a subsequent Course within a 12-month period. The Company will retain a 50% change fee.

4.3 In order to maintain the quality and effectiveness of the Services the Company reserves the right to cancel or amend Courses at any time and undertakes to provide the Participant and/or Purchaser reasonable notice where practical. The Purchaser's sole remedy will be a refund of the Participant Course Charges for the specific Course. Where the Participant is not the Purchaser, the Participant shall not be entitled to compensation, costs or damages arising from such cancellation.

**5. Participants.** Participants must ensure they attend the Course which they are scheduled to attend. The Company will not be held liable, financially or otherwise for any non-attendance whatsoever. The Company reserves the right to refuse a Participant registration for any legal reason. Participants shall behave in a reasonable and professional manner throughout the training, including acceptance of the applicable license as described in clause 9. The Company may remove a Participant from a Course, where, in the sole and final opinion of the Company's trainer, the Participant is behaving unreasonably, and in which case the Purchaser will not be entitled to any refund of the Course Charges and the Company shall have no further liability to neither the Participant nor the Purchaser.

**6. Liability.**

6.1 To the extent permissible by law, the Company group and each specific entity within the group shall not under any circumstances be liable for any indirect,

incidental, special or consequential damages howsoever caused including but not limited to loss of or interruption to business or profits or other financial loss.

6.2 To the extent permissible by law, the Company's, and the specific entity within the group's total aggregate liability to the Purchaser arising out of and in respect of this Agreement shall be limited to the Course Charges actually paid to the Company for the Course by the Purchaser hereunder.

6.3 To the extent permissible by law, the Company excludes any and all liability to the Participant where the Participant is not the Purchaser.

6.4 The Company is not responsible for any damage to any of the Participant's personal objects, effects or equipment.

**7. Confidentiality.** The Company shall, in all circumstances, exercise professional discretion and confidentiality with regard to facts and information of which it has become aware of during the performance of the Services.

**8. Data Protection.**

8.1 Personal Data including Participant and/or Purchaser full names, email, contact details, dietary or other relevant information (if applicable) shall be used by the Company on the lawful basis of providing the Services described in this Agreement. The Company warrants that it will only use such Personal Data for the purpose of carrying out its obligations hereunder.

8.2 By agreeing to these terms and conditions, the Participant and Purchaser consent to their details being collected, stored, shared and protected in accordance with the applicable Privacy Policy: <https://proscieurope.com/legal/privacy-en.pdf>

If you have any questions or queries regarding Personal Data and/or the Company's processes, please contact the Data Protection Officer: [dpo.europe@prosci.com](mailto:dpo.europe@prosci.com)

8.3 The Purchaser and Participant acknowledge and agree that the Company utilises appropriate third-party sub-processors in connection with delivering the Services, subject to such sub-processors being contracted via written agreement which include data protection obligations. A full list of such sub-processors is available and can be viewed within the applicable Privacy Policy (see Clause 8.2).

8.4 Participant and/or Purchaser email addresses may be used to provide relevant news about other the Company products and services under the lawful basis of legitimate interest until instructed otherwise by the Participant and/or Purchaser.

8.5 Nothing in this Agreement shall relieve any party of their own direct responsibilities and liabilities under the applicable data protection legislation.

**9. Intellectual Property.** At each Course, the Company will provide each Participant with the following license as appropriate for the selected Course:

- The Prosci® Change Management Content Certificate of Single User License; or
- The CMC Individual License.

The Participant is required to accept the terms of the applicable license for their participation in the Course as this outlines the permitted use of the intellectual property in each Course. A copy of the relevant license is included within the Course resources, should further details be required in advance please enquire.

**10. Non-Solicitation.** The Participant and/or Purchaser shall not during the duration of this Agreement and for 12 months thereafter other than via public advertisement entice or solicit for employment with it or any other entity any Company staff who have been engaged to provide the Services.

**11. Termination.** This Agreement shall terminate on conclusion of the Course. Accrued rights, clauses 3, 6, 7, 8, 9, 10, 11, 13, 14 and rights by their nature intended to survive termination of this Agreement, shall survive any termination of this Agreement.

**12. Force Majeure.** The Company shall not be in breach of this Agreement if the provision of its Services are delayed, cancelled or reduced through any circumstances beyond its reasonable control including but not limited to any act of God, sickness, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared) civil war, rebellion, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet and/or telephone service.

**13. Entire Agreement.** This Agreement sets out the entire agreement between the parties and supersedes all previous arrangements, agreements and representations whether written, oral or implied. In the event of a conflict between this Agreement and any other oral or written understandings, arrangements or agreements between the parties, including pre-printed terms on any purchase order, order form or acknowledgement, this Agreement and the terms and conditions stated herein shall prevail.

**14. Law.** This Agreement shall be governed by the laws of the country where the Company entity is registered, and the courts of such country shall have sole jurisdiction. The Company entity shall be identified at registration and subsequent invoice.

*Last updated: February 2024*

*Nexum Group SRL*