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## **Article 1 - The identity of OMFT.info**

OMFT.info provides materials and services (courses) for speech pathologists, dentists and other (para)medics that are specialized or wish to specialize themselves in the practice of oromyofunctional therapy (OMFT). Webshop-OMFT.info and The Symposium-OMFT.info are part of OMFT.info.

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Phone: +31 655 956 582

E-mail: [info@omft.info](mailto:info@omft.info)

Commercial Reg.: 20154851

VAT number: NL 001753845B84

## **Article 2 - Applicability**

1. These general terms and conditions apply to every offer of OMFT.info and any agreement made at a distance between OMFT.info or and its customers.
2. Before confirming an agreement at a distance, the text of these terms and conditions are made electronically available to the customer in such a way that it can be stored in a simple way on a durable medium.

## **Article 3 - The offer**

1. The products and services offered by OMFT-info on its websites OMFT.info, Webshop-omft.info and The Symposium OMFT.info are accurately described. If pictures are used, these are truthful images of the products offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
2. If the offer covers an educational service there will be clearly stated:
  - the start time and duration of the service;
  - the location where it will be carried out;
  - the method of implementation;
  - a brief overview of topics that will be covered;
  - the conditions under which the educational service may be cancelled;
  - the requirements for admission to take part in the course;
  - the price with all additional costs and taxes;
  - the method of payment.
3. Each offer contains information to make clear what are the rights and obligations attached to accepting the offer.

## **Article 4 – The agreement**

1. The agreement is established at the time you accept the offer and fulfil the corresponding conditions.

2. You accept the offer (by electronic means) by declaring on the order application for materials or registration for a course that you agree with the general terms and conditions and / or the additional Registration and payment conditions courses OMFT.info, as specified in Annex I. When hiring educational services, you must sign a contract.
3. If the agreement is created electronically, OMFT.info will take appropriate technical and organizational measures to protect the electronic transfer of data and will ensure a secure web environment. In cases you are offered to pay electronically, OMFT.info will take appropriate safety precautions.
4. If OMFT.info has sound reasons for not accepting the agreement, it is entitled to refuse an order or request or to bind its implementation to special conditions.

## **Article 5 - The price**

1. During the period mentioned in the offer the prices of the products and / or services will not increase, except for price changes due to changes in VAT rates.
2. Price increases within 3 months after the agreement is made are only allowed if they result from legislation or regulations.
3. The prices mentioned in the offer of goods or services include VAT. Educational services (courses) are excluded from VAT.

## **Article 6 - Compliance of the agreement**

OMFT.info guarantees that the goods and / or services meet the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the on the date of the agreement existing laws, provisions and / or government regulations.

## **Article 7 – Delivery of goods**

1. OMFT.info will take the utmost care in the receipt and execution of orders.
2. The place of delivery is the address that you have made known at the moment you ordered.
3. Subject to what is stated in article 4 of these terms and conditions, OMFT.info will handle accepted orders expeditiously but not later than within 30 days, unless a different delivery period is agreed. If delivery is delayed or if an order is not or only partially executed, you will receive a message of the delay no later than 30 days after placing the order. In that case you have the right to break the agreement without penalty.
4. After termination of the agreement as mentioned in the preceding paragraph, OMFT.info will pay back (the corresponding part of) the amount paid without delay.

## **Article 8 – Provision of services**

1. OMFT.info shall exercise the utmost diligence in assessing applications for services.
2. By registering to a course the participant accepts the additional **Registration and payment conditions courses OMFT.info**, as specified in Annex I.
3. By signing a contract you accept not only these General Terms and Conditions, but also the additional terms and conditions in mentioned the contract.

## **Article 9 - Payment**

1. Unless otherwise specified in the agreement or additional terms, the amounts owed by you are to be paid within 14 days after the agreement is made. In case of an agreement to provide a service, this period starts the day after the agreement has been confirmed.
2. If payment in advance is agreed, you cannot demand any rights regarding the implementation of the order or service(s) before the advance payment has been made.
3. If you do not meet your payment obligation(s) above, you get the opportunity to fulfil your payment obligations within a period of 14 days after OMFT.info has informed you about the late payment. After failing to pay within this 14-day period, OMFT.info is entitled to charge the statutory

interest over the outstanding amount and the extrajudicial collection costs incurred. These collection costs exceed 15% of outstanding amounts to € 2,500,-; 10% for the following € 2,500,- and 5% on the next € 5,000,- with a minimum of € 40,-. OMFT.info can benefit you by deviating from these amounts and percentages.

## **Article 10 – Complaints**

1. OMFT.info does its utmost to deliver all goods and services to your satisfaction. Nevertheless, it may happen that you are not content with the organization or the offered materials or course. If you have a complaint, please make this known, so we can look for a solution together with you. Usually this is the best way to deal with dissatisfaction.

In case you have a complaint, you can send a message about it to [info@omft.info](mailto:info@omft.info), preferably within a reasonable time after you purchased the services or goods. You also can call us: see the telephone numbers on our websites.

2. You should give OMFT.info at least four weeks to resolve the complaint by mutual agreement.

After this period, the complaint is subject to dispute. There are several possibilities for this:

- There is the online dispute settlement of the European Commission: Online Dispute Resolution (ODR), see <https://ec.europa.eu/consumers/odr/>
- For complaints about the courses you can also use the Complaints and Disputes Regulations for Paramedics: <http://www.klachtenloketparamedici.nl>
- If you think that we make improper use of your personal data, you have the right to file a complaint with the Dutch Data Protection Authority (DPA): <https://autoriteitpersoonsgegevens.nl/>

3. Agreements to which these general conditions apply, only are subject to Dutch law.