

Terms and Conditions

PMO SECURITY RISK MANAGEMENT

January, 2021

1. Applicable terms and conditions

1.1 The following general terms and conditions apply to all agreements concluded with PMO Security Risk Management (hereafter PMO-SRM), unless expressly agreed otherwise in writing. In the text below, “PMO-SRM” should be read each time as “PMO Security Risk Management and third parties engaged by PMO-SRM for the performance of the agreement”.

2. Scope of commitments

2.1 Agreements concluded with PMO-SRM create a best-efforts obligation for PMO-SRM, and not a result-based obligation. In this context, PMO-SRM is obliged to satisfy its commitments in such a way, according to standards of due care and professionalism based on the criteria at the time of compliance, that can be required from PMO-SRM.

2.2 Insofar as PMO-SRM, for the proper performance of its commitments, is dependent on information from, or the cooperation by, the client, or a course participant, PMO-SRM is released from its commitments if this information or the cooperation is not provided in a timely manner.

3. Placement/admission

3.1 Training/education/courses offered by PMO-SRM shall only take place in the case of sufficient enrollment. PMO-SRM reserves the right to cancel a program up to 10 working days before a course starts due to unforeseen circumstance, including but not limited to too few participants. In such a case, program fees will be reimbursed. However, PMO-SRM cannot accept responsibility for any travel, accommodation, or other costs incurred for a canceled program.

4. Cancellation/dissolution/termination

4.1 If the agreement with PMO-SRM is dissolved, without there being a shortcoming attributable to PMO-SRM (e.g. non-participation in an activity on the day on which people are enrolled) (to be referred to hereafter as “cancellation”), or after the period of reflection as stated in 4.1.1., the following applies. In this context, cancellation must take place in writing.

Period of Reflection

4.1.1 The agreement has a period of reflection for individual private subscriptions of 14 working days. For a period of 14 days after signing of the agreement, the agreement can be dissolved without charge.

Training/conferences/courses

4.1.2 In the case of cancellation of the application, three weeks before the start of the course, the full price of the course will be owed. The enrolled participant may have someone replace him or her in the course.

4.1.3 As this course has separate online and physical components that require separate registrations, the following guidelines have been set for date changes (moving to another course). Dates may be changed for the physical portion of the training free of charge, as long as the participant chooses a date within the agreed upon timeframe to receive a HEAT certification (unless the participant and PMO-SRM have made a separate, written agreement). The participant may change the date of their participation up to the dates they had originally chosen if this change does not cause the course to drop below the minimum number of participants required to run the course. Similarly, date changes for the online portion is also allowed free of charge, if done more than 10 work days in advance or if the course does not drop below minimum participation with the change.

4.1.4 PMO-SRM is not responsible for fees outside the two days of physical trainings and therefore will not reimburse flight travel, additional hotel nights and meals, and transportation to/from the airport.

Custom solutions

4.1.5 In the case of a cancellation of the full training (both online and physical components) by the participant up to one month before the start date of the online component of the training, 50% of the proposal/invoice price will be charged to the client. In the case of a cancellation of the full training within one month before the start date of the online component of the training, 100% of the proposal/invoice price will be charged to the client.

4.1.6 In the case of a cancellation of the physical component of the training by the participant up to one month before the start date of the physical training, 50% of the proposal/invoice price will be charged to the client. In the case of a cancellation of the physical component of the training by the participant within one month before the start date of the physical training, 100% of the proposal/invoice price will be charged to the client. Please note that there is no option to cancel just the online component and still attend the physical training as the former is a prerequisite for attending the latter.

Performance

4.2 If one of the parties fundamentally fails in the performance of its obligations, and, after this has been expressly pointed out by the other party, these commitments are still not performed satisfactorily within a reasonable amount of time, the other party is authorised to terminate the agreement without the terminating party owing any compensation to the defaulting party. The performance/efforts provided up to the termination shall be paid in the agreed manner.

5. Payment

5.1 All prices stated by PMO-SRM are denominated in euros. Payments must be made within fourteen days of the invoice date. Late payments can be subject to interest charges for overdue payment, equal to the legally permissible interest rate. Out-of-court collection costs will be subject to a charge of 15% of the late payment amount.

5.2 PMO-SRM does require payment before commencing its activities. If no payment is received before the start date of the online component of the training, the registration will be terminated for both the online and physical trainings.

5.3 In case of a refund, PMO-SRM will do so within 21 days.

6. Intellectual property

6.1 Insofar as copyrights, trademark rights, models rights, trade name rights or other rights of intellectual property apply to products and services provided by PMO-SRM in the performance of the agreement, PMO-SRM is and remains the owner (in accordance with third party licenses) of these rights. All modules, hand-outs, models and/or techniques that are developed and/or used in the context of the assignment, are and remain the intellectual property of PMO-SRM. The client receives only a non-transferable right of use insofar this is necessary for the performance of the agreement. The client may only use the physical carriers of these rights for the purpose for which they were provided to the client, and may not reproduce these carriers, or change or remove the copyright, trademark, model or trade name or other identifiers. Clients, course participants or other parties may not reproduce the course material without advance written permission.

7. Liability

7.1 PMO-SRM is not liable for any indirect loss or damage that can be attributed to PMO-SRM. For loss or damage that is a direct result of a shortcoming attributed to PMO-SRM, PMO-SRM is only liable if this shortcoming is a result of willful misconduct or gross negligence on the part of PMO-SRM. If PMO-SRM is required to compensate for loss or damage, the compensation amount is limited to the agreed price involved in the agreement.

7.2 Insofar as sports, physical activities or training simulations and comparable activities are part of the agreement concluded with PMO-SRM, the participants of such activities must independently assess whether they are mentally and physically in the proper condition to responsibly take part in such activities. PMO-SRM reserves the right to cancel a participant's participation if it is discovered, and agreed upon after external consultation, that the participant is unable to complete the physical component of the training due to pre-existing mental and/or physical conditions. In the case of an assessment that the participant cannot complete the physical component of the training due to pre-existing health conditions, PMO-SRM is not required to refund the payment. The participant will also not receive a HEAT certification in this case.

7.3 Participants or the client themselves should obtain information about the training/educational courses to determine whether such courses align with the future duties/activities of the participants. PMO-SRM shall provide this information upon request and advise participants or the client without obligation. However, participants or the client cannot derive any rights on this basis.

With signing the contract and these terms the organisation who sends staff/ volunteers to the course confirms that the registered participants are properly insured by the organisation.

8. Non-disclosure and registration of personal details

8.1 PMO-SRM, its employees and (sub)contractors shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the client. Information obtained by the PMO-SRM during the period of the agreement will not be disclosed without prior approval of the client. 'Information' means any information, data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, marketing or finances, disclosed orally or in written or electronic form. This information does not include information, data or know-how which is in the possession of the PMO-SRM at the time of disclosure as shown by PMO-SRM files and records prior to the time of disclosure.

By entering into an agreement with PMO-SRM, PMO-SRM is granted permission to automatically process the personal details obtained from the agreement. PMO-SRM will only use these personal details for its own activities. PMO-SRM will manage the personal details it has obtained in the legally prescribed manner, adhering to GDPR policies and regulations.

9. Complaints Procedure

9.1 In the event of a complaint, the complaints procedure will come in operation. The complaints form are available on the website. Complaints will be treated confidentially. Complaints will be settled as soon as possible and at the latest within 4 weeks. If more time is needed to settle the complaint, the plaintive will be notified within 4 weeks with an explanation of the postponement. Additionally, an indication is given when the complaint will be settled.

CONTACT

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These terms & conditions were last modified on 25-01-2020

PRIVACY & COOKIE POLICY

Via the website of PMO-SRM, personal data is collected, and cookies are used. We respect the privacy of the visitors to our website, and ensure your personal data is handled with confidentiality. Therefore, the personal data collected by us is being carefully processed and secured, in accordance with the requirements for the processing of personal data laid down in privacy legislation.

THE PROCESSING OF PERSONAL DATA

While using our website, you provide us with specific types of data, including personal data relating to you. We only collect, store and use personal data that is directly provided by you (for example via our contact form or in one of the systems), or personal data where it is clear that it is being provided to us in order to process it. We will not use your personal data for any other goals, unless you have given us permission to do so or if we are legally obliged or allowed to do.

PURPOSES OF THE PROCESSING OF PERSONAL DATA

We process your personal data in the following systems.

TRAINING PORTAL AND ADMINISTRATION

We also have a training database. This database makes it possible to save who has participated in a training and when the training took place. This information comes from what participants have shared with PMO-SRM themselves. PMO-SRM are the only ones who have access to this personal data given our role as controller.

RETENTION PERIODS

We will not store your personal data longer than necessary in order to achieve the purposes as named within this privacy & cookie policy.

CONFIDENTIALITY & PROVISION TO THIRD PARTIES

We will handle your personal data confidentially. We will not provide your personal data to any third parties for the direct marketing purposes of these parties. Moreover, we will not provide your personal data to any other party, unless this is necessary for the execution of an agreement or if we are legally obliged or allowed to do so.

SECURITY

We take appropriate security measures to limit and prevent misuse of, and unauthorized access to your personal data. We ensure that only authorized people have access to your personal data, and that access to your personal data is being controlled.

COOKIES

Cookies are small information files that can be automatically be stored on, or read from the device (including a PC, tablet, or smartphone) of a website visitor, while visiting a website. This is done through the device's web browser. The information that can be transmitted by a cookie, comprises of information about the use of our website. This information can be transferred to the secured servers of the PMO-SRM or to the servers of a third party.

On our website, cookies are being used to be able to provide for all the functionalities on this website and to protect the website (technical or functional cookies); analyse and improve the use of the website (analytics cookies); provide the visitor with a more interesting website by displaying advertisements and videos (tracking cookies).

TECHNICAL OR FUNCTIONAL COOKIES

Some cookies ensure the functioning of specific features of our website and allow for your user preferences to be remembered. For example, cookies can be used to correctly display fonts, to remember your user session on the webserver so you can easily view the website again, or to remember a search term used to search on the website or a chosen filter.

RIGHTS OF THE DATA SUBJECTS

In case you have provided us with your personal data, you can send us a request to see, adjust, block, transfer or delete this personal data. This request can be filed by sending an e-mail to security@pmoexcellence.org, or by contacting us by phone via +31-(0)6 – 40599189/+31 (0)76-8880770 .

ADJUSTMENTS IN THIS PRIVACY & COOKIE POLICY

We reserve the right to adjust this privacy & cookie policy. Adjustments will be published on this website. It is recommended to consult this policy frequently, so that you are aware of any adjustments.

EN- AND DISABLING OF COOKIES

You can prevent the placement of cookies by adjusting the settings of your browser (see your browser's 'Help' function to see how to do this).

Beware: most websites do not optimally function when cookies are disabled.

REMOVAL OF COOKIES

Most cookies have an expiration date. This means that they will automatically expire after a certain period and no longer register any data concerning your visit of the website. Another option is to remove the cookies manually before the expiration date. In order to do this, consult the instruction manual of your browser.