

Terms and conditions

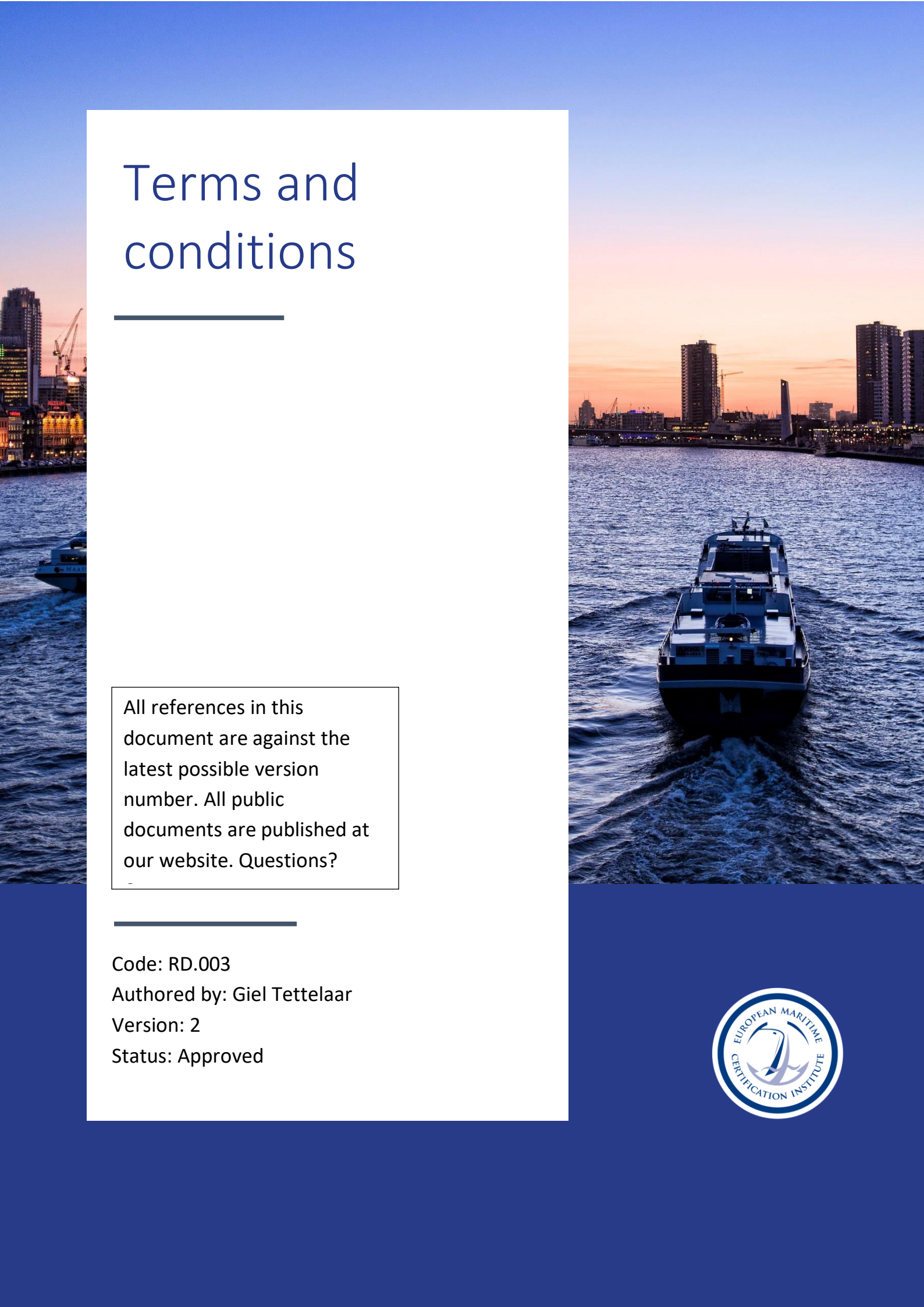
All references in this document are against the latest possible version number. All public documents are published at our website. Questions?

Code: RD.003

Authored by: Giel Tettelaar

Version: 2

Status: Approved



Contents

1. ACCEPTANCE, APPLICABILITY AND ESTABLISHMENT	3
2. BUSINESS NAMES	4
3. RATES.....	4
4. PAYMENTS	5
5. LIABILITY	6
6. WARRANTY	7
7. INTELLECTUAL PROPERTY.....	7
8. OTHER PROVISIONS	8
9. ENROLMENT, ANNULMENT, CANCELLATION, TERMINATION, ALTERATION...	9
10. COMPLAINTS PROCEDURE	10
11. PRIVACY STATEMENT	10
12. PUBLISHED AT THE EMCI Register WEBSITE	10

1. ACCEPTANCE, APPLICABILITY AND ESTABLISHMENT

1.1. These General Terms and Conditions apply to all offers and agreements of EMCI Register, her subsidiaries, registered trade names and registered trade activities as well as all legal relations arising from such offers and agreements.

1.2. Any deviation from these General Terms and Conditions will only be valid if explicitly agreed upon in writing.

1.3. EMCI Register will not accept any General Terms and Conditions provided by the client and/or customer, unless otherwise agreed upon in writing.

1.4. All offers made by EMCI Register are free of obligations, unless explicitly stated otherwise.

1.5. An agreement between EMCI Register and the client and/or customer will become effective through a written, verbal or internet assignment or application or enrolment or agreement by the client and/or customer and/or participant and acceptance thereof by EMCI Register.

1.6. An assignment, application, enrolment or agreement will be considered as accepted by EMCI Register upon receipt, unless the client and/or customer has been notified of the contrary in writing.

1.7. Registration of participants and applicants for services and activities provided by EMCI Register will take place in order of enrolment.

1.8. EMCI Register is entitled to immediately dissolve the agreement, registration or certification if the other party fails to fulfill its obligations, or if the other party files a petition in bankruptcy or applies for a moratorium or if the other party goes into liquidation or suspends its business activities.

1.9. At all times, EMCI Register is entitled to amend the General Terms and Conditions. Such an amendment will come into effect one calendar month after the date on which the amended General Terms and Conditions were sent to the other party. If the other party objects in writing to the amendment, and does so not later than the date on which the amended General Terms and Conditions will come into effect, the original General Terms and Conditions will remain applicable to the other party.

2. BUSINESS NAMES

2.1. EMCI Register is also active with registered subsidiaries, trade names and trade activities, including the corresponding logos and domain names.

2.2. These General Terms and Conditions will also apply to all activities EMCI Register carries out under the registered subsidiaries, trade names en trade activities.

2.3. Wherever in the assignment, application, agreement, regulation, rule, correspondence or any other document EMCI Register or its registered subsidiaries, trade names or trade activities is mentioned, they are understood to mean the legal entity in which the local branch of EMCI Register carries out its activities.

3. RATES

3.1. Unless stated otherwise all rates published by EMCI Register are stated in EUROS and exclusive of any other governmentally imposed taxes and levies. If and insofar as EMCI Register is subject to value-added tax (VAT), this will be charged to the client and/or customer.

3.2. Unless stated otherwise, all prices mentioned are per individual participant/principal and include the specific mentioned materials and services provided by EMCI Register. Any costs, materials and services that is not provided by EMCI Register are excluded.

3.3. Travel and logistic costs include, among other things, hotel, travel and accommodation expenses, also including boat, train and air trips, location costs, honoraria and costs of persons or organizations setting up or carrying out arrangements for EMCI Register.

3.4. Arrangements include, among other things, overnight stays, meals, snacks, refreshments, trips and movements, office locations and accommodation.

3.5. EMCI Register reserves the right to adjust its rates prematurely, in compliance with a thirty-day term. In case an announced increase in rate also applies to a current agreement, EMCI Register will be obliged to enter into a supplementary agreement with the client and/or customer, unless stated otherwise or additionally in the assignment or agreement.

4. PAYMENTS

4.1. Unless agreed upon otherwise, payment of invoices of EMCI Register must be made, without any deduction or discount, within fourteen days from the date of invoice and/or prior to provision of the log in codes for the service, registration or certification for which the participant or client has enrolled.

4.2. In the event that the due payment has not been received in time, the other party will be legally in default, without any notice of default being required. In addition, as of the date of invoice, without prejudice to the legal consequences of non-observance of agreements, the other party will owe an interest rate of 1.5% per calendar month, including part of a month.

4.3. Furthermore, EMCI Register is entitled to charge collection fees to the amount of 15% of the total amount owed, with a minimum of € 150.00, without prejudice to its right to claim the full collection fees.

4.4. In case it has been agreed that payment will take place in installments, each installment should be received on or before the expiry date. Should the other party fail to do so, he or she will be in default and the total amount owed will fall due immediately. All installments are specified in calendar months. For each instalment, EMCI Register charges the client and/or customer a fee to cover the administrative costs and an interest rate of 1.5% per instalment for loss of income.

4.5. Each payment made by the other party will initially be deducted from the interest and collection fees due and, subsequently, from the longest outstanding invoices, even if the other party states that the payment relates to a later invoice. The other party is by no means allowed to balance an outstanding debt arising from this agreement with a claim he or she may have against EMCI Register.

4.6. Any costs of payment will always be at the expense of the client and/or customer. Costs include, among other things: banking costs, urgency costs, translation costs, costs of transfer, costs of international transactions, costs of credit card transactions, costs of internet transactions, costs of differences in exchange rates and currencies. In case these costs come to the notice of EMCI Register after receipt of (part of) a payment by or on behalf of the client and/or customer, he or she is obliged, upon first instruction by EMCI Register, to proceed to the additional payment and/or compensation.

4.7. EMCI Register reserves the right to ask for a payment guarantee or a (partial) advance payment and to postpone the fulfillment of its obligations until this payment guarantee or advance payment has been received.

5. LIABILITY

5.1. Except for cases of intent or gross culpability, EMCI Register is not liable for any loss or damage the other party or any third party may suffer as a result of any action or negligence on the part of EMCI Register or its subordinates or third parties called in by EMCI Register.

5.2. Under no circumstances will the total liability of EMCI Register per event or series of events, in whatever capacity, exceed the amount the other party owes EMCI Register for the execution of the agreement. Furthermore, in case of periodic payments this amount will not exceed the compensation for one month at the most.

5.3. Liability for any kind of consequential loss, including loss of profits, is explicitly excluded.

5.4. In case EMCI Register, due to force majeure or unforeseen circumstances, is prevented from carrying out an agreement, EMCI Register may choose to postpone the execution for the duration of the impediment or annul the agreement, without any obligation to compensate.

5.5. Force majeure also includes shortcomings, whether or not accountable, in the performance by third parties called in by EMCI Register.

5.6. Unforeseen circumstances also include situations in which EMCI Register decides that the number of enrolments for an activity, course, training session, workshop, registration or certification is insufficient.

5.7. Any complaint must be filed within one calendar month following the day on which the complaint arose or was discovered. If this term is not met, we are under no obligation to handle the complaint and the other party is considered to have approved the execution of the agreement.

5.8. In case of any loss or damage, the other party should notify EMCI Register in writing and as soon as possible, but not later than one calendar month following the day on which the loss or damage arose or was discovered. Any loss or damage that has not been claimed within this term will not qualify for compensation.

5.9. In any case, all legal actions taken by the other party against EMCI Register will lapse after the time limit of three calendar months, as from the day on which the relevant obligation arising from the agreement became due and payable and/or the event causing the loss or damage took place.

6. WARRANTY

6.1. The other party is entirely liable towards EMCI Register for any loss or damage EMCI Register or third parties called in by EMCI Register might suffer due to non-observance of the regulations stated in these General Terms and Conditions and/or the agreement by the other party or its employees or its subcontractors.

6.2. The other party indemnifies EMCI Register against all legal actions taken by third parties that relate to a violation of its obligations arising from the General Terms and Conditions and/or the agreement by the other party or third parties that come within its area of responsibility, such as employees and subcontractors.

6.3. Furthermore, the other party indemnifies EMCI Register and all people working on its behalf against all claims and demands made by third parties due to a violation (whether or not alleged) of the rights of third parties or due to conflict with any legal regulation or other relevant rule.

6.4. In that case, EMCI Register will be fully compensated by the other party for all costs, losses or damages, and interest payments that might arise for EMCI Register and the people working on its behalf, including full legal costs.

7. INTELLECTUAL PROPERTY

7.1. All intellectual property rights with respect to the publications issued and made available by EMCI Register, including copyrights, trademark rights and database rights, are exclusively vested in EMCI Register.

7.2. Without the explicit prior written consent of EMCI Register, no publications issued or made available by EMCI Register may be reproduced, filed in a computerized database or made public in any way, shape or form, either electronically, digitally, mechanically, by photocopying, recording or in any other way.

7.3. The other party is not allowed to remove or amend any indication with respect to the intellectual property rights from the publications made available by EMCI Register.

7.4. 'Publications' comprise, among other things: texts, syllabi, readers, books, documents, digital files, files and registrations in the examination and learning internet application of EMCI Register and all rules and regulations and instructions for certification & registration.

8. OTHER PROVISIONS

8.1. In case one or more provisions in the General Terms and Conditions will prove to be fully or partially invalid, the other provisions will remain in full force and the invalid provisions will be replaced with lawful provisions which will come as close as possible to the parties' intentions.

8.2. In all cases not or not fully covered by these provisions, EMCI Register will have independent authority.

8.3. If, during a short or longer period of time, EMCI Register allows deviations from these General Terms and Conditions, whether explicitly or tacitly, EMCI Register is still entitled to demand direct and strict observance of the General Terms and Conditions.

8.4. EMCI Register is entitled to assign its rights and obligations arising from the General Terms and Conditions and the agreement to an affiliated legal entity, in which case EMCI Register will notify the other party in time.

8.5. Except for evidence of the contrary, the records of EMCI Register will be evidence of the assignments and payments received from the other party and of activities performed by EMCI Register.

8.6. EMCI Register and the other party both acknowledge that electronic communication, in particular e-mail messages and registrations in the examination and learning & the certification & registration internet application of EMCI Register may be used in evidence.

8.7. All legal relations arising from the General Terms and Conditions and agreement(s) entered into with the other party are exclusively governed by Dutch law.

8.8. In case of multilingualism the English language is preferred. In cases of dispute or conflict, EMCI Register is not obliged to provide the other party with translations, whether or not sworn. Any translation assignments and translation costs will at all times be at the expense of the other party.

8.9. In case of disputes, arising from the General Terms and Conditions and/or the assignment or agreement or from elaborating agreements, parties will initially attempt to solve these through mediation.

8.10. In case of arbitration, binding advise or mediation, EMCI Register will exclusively acknowledge international certified ADR practitioners with a valid qualification within the applicable ADR scope.

8.11. Any disputes between EMCI Register and the other party which cannot be settled amicably, will initially and exclusively be brought to the Rotterdam district court, without prejudice to the right of EMCI Register to bring the case to another competent court or authority.

9. ENROLMENT, ANNULMENT, CANCELLATION, TERMINATION, ALTERATION

9.1. EMCI Register may stipulate further conditions regarding, among other things, delivery, participation, (re)registration, (re)certification, (re)entry at the (prospective) client and/or customer.

9.2. At enrolment, the client and/or customer commits himself to following the entire registration and certification, as stated in the assignment, enrolment, agreement or registration in the internet application of EMCI Register.

9.3. Cancellation of the participation, registration or certification free of charge is possible until the receipt of the completed application form for the requested service(s). Any costs of participation paid in advance will be refunded.

9.6. Premature cancellation is impossible. A refund of participation costs, once-off costs and annual fees is ruled out.

9.7. Annulment, cancellation or termination should take place in writing.

9.8. At all times, the agreement will be annulled immediately after demise of the participant. The mutual rights and obligations at demise as arising from this agreement will end as soon as annulment has taken place.

9.10. EMCI Register reserves the right to fully or partially cancel a registration or certification scheme should the number of certificate holders be insufficient. Participants will be notified of this cancellation in time. Refunds are ruled out.

9.11. At all times, EMCI Register is entitled to replace advisers, supervisors, supervising assistants, (lead) auditors, employees, responsible for implementation of the registration and certification procedures and processes prior to the start or during, with other advisers, supervisors, supervising assistants, (lead) auditors, employees.

9.12. Furthermore, EMCI Register is entitled to change registration and certification procedures, processes and titles, in which case participants will be notified as soon as possible.

9.13. If need be, EMCI Register may deviate from the information and services as stated in its brochures and on its website.

10. COMPLAINTS PROCEDURE

10.1. If a client wishes to make a complaint and/or is of the opinion that EMCI Register does not fulfill the obligations arising from the agreement, the client may enlist in writing mediation EMCI Register. The address is: EMCI Register, P.O. Box 5530, NL 6802 EM Arnhem, Netherlands.

11. PRIVACY STATEMENT

10.1. The privacy statement is part of these general terms & conditions and published on the website of EMCI Register.

12. PUBLISHED AT THE EMCI Register WEBSITE

12.1. These general terms & conditions are published on the website of EMCI Register.

12.2 At request, we forward a copy per email.