



Terms and Conditions of PEEAC Accreditation

These Terms and Conditions (the "Terms") apply to the provision of European Accreditation services by the Federation of European Direct and Interactive Marketing (FEDMA) to the Institution listed in the Application for European Accreditation ("The Applicant"). The Terms set forth the requirements for obtaining and maintaining the applicable Accreditation offered by the Pan-European Education and Assessment Committee (PEEAC).

PEEAC is the body mandated by the FEDMA Board to:

- Promote a high level of relevance, content and quality in the direct and interactive marketing training and education provided in Europe. Promote this model to markets and national or international educational communities interested to training their constituency with the same demand for quality and multicultural – multinational relevance.
- Create and develop an accreditation system to fulfil this mission.
- Oversee the accreditation system: award diplomas/certifications to those academic/training organizations that reach the required relevance and content level as well as the required European level; keep the accreditation requirements up to date; introduce new certifications, or award existing certifications as necessary.
- Propose to the Board events or activities which would contribute to the high level of direct and interactive marketing education at the European level.

1. Scope

- 1.1 These terms and conditions govern the supply of accreditation services by the PEEAC on behalf of FEDMA to the Applicant.
- 1.2 This document is binding to all Applicants.
- 1.3 Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between FEDMA and any institution applying for Certification services (the "Applicant") shall be governed by these Terms and Conditions.
- 1.4 These terms and conditions prevail over any other terms that may be communicated to the Applicant in writing or orally, whether in an order, letter, other document, in negotiations or otherwise.
- 1.5 These terms and conditions should be read in conjunction with the other applicable Accreditation documents – Application Form, Application procedure, Certification procedure.

2. Definitions

In these terms and conditions:

“Applicant” means the company, organization or institution seeking Certification;

“Application” means the request for Certification by the Applicant;

“Application procedure” means the accreditation procedure developed by PEEAC for the purpose of applying for European Accreditation;

“Certificate” means the document (European Certificate or European Diploma) issued by the accredited institution to students who have successfully completed a PEEAC certified course;

“Certification” means confirmation that a course has been assessed in accordance with a accreditation Procedure as meeting specified requirements;

“Certification Procedure” means the procedure developed by PEEAC and used in assessing a course for the purpose of granting or renewal of Certification. These terms and conditions override any inconsistencies in the Application or Accreditation Procedures;

“Certification Service” means assessment of a course in accordance with the accreditation Procedure, and the accreditation;

“Contract” means the contract between FEDMA and the Applicant resulting from the Applicant's signature and submission of the application for Certification;

“Provisional Certification” means the temporary certification of an Applicant, usually granted if the course will reach the requested level, but has not yet been launched. Provisional certifications are given for a temporary period, usually 6 months.

3. Fees and Payment

3.1 Fees for certification and re-certification shall be set by the FEDMA Board. The fees quoted on the Application form cover all charges for the Accreditation Service. Fees for re-certification are therefore applied every 2 (two) years following the first Certification which also lasts for 2 (two) years.

3.2 Any use by the Applicant of Certification is conditional upon the timely payment of all fees and charges. FEDMA reserves the right to suspend or cancel any Certification of an Applicant who fails to pay the required fees.

3.3 Any use by the Applicant of Provisional Certification is conditional upon the timely payment of all fees and charges. Applicants granted Provisional Certification do not have to pay a second time when the certification is verified at the end of the provisional period. In these cases re-certification will be 2 years after the first, provisional, certification is awarded, and every 2 (two) years thereafter as normal.

4. Status of the body to be accredited

Accreditation will only be awarded to:

- public or private educational institutions (i.e. usually universities) recognised by the competent national authority (proof of accreditation must be provided);
- private educational institutions (i.e. usually universities) recognised and accredited by the competent regulator (proof of accreditation must be provided);
- or private sector institutions (i.e. usually training institutes);

which must provide with their application to PEEAC, the following:

1. Proof that the institution has been recognised and accredited as an “accredited private educational institution” by the competent regulator OR proof that the institution has been validated by the national Direct Marketing Association. Please attach a letter from the relevant regulator, or from the national Direct Marketing Association.
2. Proof that the institution has been incorporated as a for-profit, or not-for-profit organisation (i.e. that the institution is a proper legal entity, not just a registered trade-mark or brand).
3. Proof of the nature of the business premises the institution occupies, whether owned, leased or rented in its own name (title of property or leasing or rental invoice in the name of the registered business), space occupied in the premises of others (name of principal occupant and nature of its business, and proof of “sublet”), or whether it operates from private residential premises (no proof required).

5. Accreditation

European Certification is complementary to the main title and diploma of the certified course. European Certification may not be used as the primary or only title or a certification of a course. Mention of European Certification in the title of the course or on the main course diploma is not permitted. The complementary certificates to students who have successfully completed a certified course will only be issued by FEDMA upon request and as per the conditions outlined in chapter 7.

European Certification will be granted where PEEAC is satisfied that the Applicant has provided all documents and records relevant to the application and:

- a) is complying with applicable specifications as stated in the application form and covering the core competencies listed on the application forms;
- b) has paid all fees for the Certification by the due dates.

In the cases where the Applicant does not meet all the requirements under point 4.a), a Provisional Certification may be granted. In this case PEEAC will submit suggestion and recommendations for improving the course and the Applicant must reapply for certification for the next certification session, usually 6 months later (e.g. if provisional certification is granted in spring 2009, the institution should reapply in autumn 2009).

A course which has been provisionally accredited must mention the word “provisional” in any reference it makes to its FEDMA/PEEAC certificates/diplomas (e.g. on its websites, promotional materials, etc, which refers to European certification or to the FEDMA logo in relation to any provisional course offered).

6. Duration of Certification

Subject to these terms and conditions, Certification continues until the expiry date mentioned in the Certification Letter sent to the Applicant by the PEEAC Project Coordinator. Unless otherwise stated, the normal duration of Certification is 2 (two) years.

7. Appeal and Review Procedures

If the Applicant is dissatisfied with a decision by PEEAC to grant Certification and wants the decision reviewed, it must apply for a review of a decision in accordance with the Review Procedure.

Appeals made in writing against any decision for refusal or withdrawal of accreditation or any disputes concerning the interpretation of criteria must be made no later than one month from the date of refusal, withdrawal or disputes. Such appeal, which shall be submitted to the Chairman, will be considered by PEEAC acting on the advice of an Appeal Committee. The Committee appointed in respect of each appeal shall consist of the Chairman and at least two members of the PEEAC none of which shall have any direct commercial interest in the subject of appeal. The decision of the Appeal Committee shall be final and shall not be subject to review.

8. Benefits to Certified Institutions

When a course is certified it becomes part of the PEEAC European Certification Partnership Network and FEDMA will provide the following promotional services:

- The details of the course and the course provider will be made available on the Education Section of the FEDMA website in an area which will show all certified courses.
- When the PEEAC Project Coordinator receives enquiries about training in relation to the subjects covered within the accredited course s/he will provide information about the course and refer callers to the certified courses section on the FEDMA website.
- FEDMA will keep a small stock of promotional material for accredited courses for forwarding to interested parties.
- FEDMA will issue Certificates bearing the course name and the type of Certification obtained to students who have successfully completed the certified course(s) of the Applicant. In the case that the Applicant wishes FEDMA to print the certificates, the Applicant must notify the PEEAC Project Coordinator of the completion of a Certified course and provide a list containing the names of the students who have successfully completed the course in due time. Upon receipts of such notification, FEDMA will issue the European Certificates or Diplomas. These Certificates/Diplomas are complementary to any other certificates or diploma issued by the Applicant, and cannot be used as the primary diploma of the course.
- Inclusion in PEEAC database of students who have successfully completed PEEAC certified courses: The Applicant should invite its students who wish to be included in the PEEAC alumni database to contact the Project Coordinator directly and have their names added to this database.

9. Suspension, Cancellation or Expiry of European Certification

Suspension or cancellation of European Certification will normally be considered and/or enacted in circumstances where PEEAC has reason to be concerned about the manner in which the Certification status is being used, the quality of the actual course delivery and where the accredited institution fails to comply with the Terms and Conditions of PEEAC Certification.

9.1 Suspension

PEEAC may suspend the Applicant's Certification with immediate effect by giving notice to the Applicant:

- a) If the Applicant fails to apply for renewal of Certification before the Certification has expired,
- b) in cases of serious misconduct in the use of the Certification status,
- c) If the Applicant fails to comply with these terms and conditions,
- d) in the cases of due amounts unpaid by the Applicant.

If the Applicant's Certification is suspended:

- a) PEEAC must within 30 days of notifying the Applicant of the suspension, provide information outlining the steps that must be taken by the Applicant to enable the suspension to be lifted;
- b) the Applicant must immediately take all steps necessary to enable the suspension of its Certification to be lifted; and
- c) the Applicant must take all steps reasonably required by PEEAC to prevent the public being misled regarding the Certification status. If PEEAC is satisfied with the remedial action taken by the Applicant, it may lift the suspension of Certification by notifying the Applicant.

9.2 Cancellation

PEEAC may cancel the Applicant's Certification with immediate effect by giving notice to the Applicant if the Applicant's Certification has remained suspended for a period of more than 90 days.

9.3 Expiry

In order to maintain Certification the Applicant must apply for renewal of Certification for the period following the period of Certification. Such applications must be made within the deadline indicated by the PEEAC Project Coordinator in the notification for renewal. Once this notification is received, the applicant must submit a renewal application, or a written request for deferred renewal.

Certification shall expire if the Applicant does not apply for renewal of Certification before its expiry, or if approval of the request for deferred renewal has not been granted by PEEAC.

If the Applicant's Certification expires or is cancelled, the Applicant must immediately:

- a) pay to FEDMA all amounts due but unpaid by the Applicant;
- b) cease using any Certification marks, logos or any reference to the European Certification;
- c) cease all advertising, promotions or other publication of the fact of Certification;
- d) take all other necessary steps to ensure that third parties are not misled to believe that the Certification remains valid.

10. Marketing and Communication

10.1 Accredited Courses:

The Applicant may promote its Certification in accordance with rules set out in these terms and conditions. Promotional materials concerning the Certified course may also bear the FEDMA logo and include a mention of PEEAC.

An institution which has obtained European Certification shall:

- a) only claim that it is certified in respect to those courses which have been granted Certification.
- b) not include mention of European certification in the title of the certified course and on the main course diploma.
- c) not use European certification as the prime or only title or diploma of a course.
- d) use the FEDMA logo and mention of PEEAC only on promotional materials for the Certified course(s). The FEDMA logo, and the certification papers are copyrighted by FEDMA.
- e) not make any statement regarding its Certification that PEEAC may consider misleading or unauthorized.

10.2 Courses which have been provisionally certified must refer explicitly to the provisional nature of their certification.

10.3 Courses which have been granted "PEEAC Approval": Promotional materials concerning the approved course may also the mention: "FEDMA considers this course to be in the interest of the Direct and Interactive Marketing Industry". Use of the FEDMA corporate name or any of its logos or registered trademarks may not be used for advertising and promotional purposes except in the context laid out in this chapter.

11. Presentation of required supporting material

All required supporting material must be in either English (preferably), French, German, Spanish or Dutch. In the case of it not being in English, it must arrive at PEEAC with sufficient advance notice so that it may be passed to the language-competent PEEAC MEMBER for certification of its content before the relevant PEEAC meeting. Optional supporting material may be in other languages but must be certified by either an official or the local Direct Marketing Association "to demonstrate the points it is purporting to support".

12. Misrepresentation of Certification

- a) The Applicant must not engage in any conduct which might mislead, deceive or confuse any person in relation to or otherwise misrepresent the nature, status, scope or effect of its PEEAC Certification.
- b) The Applicant must promptly comply with any directions given by PEEAC to correct any misconduct or misrepresentation.
- c) Applicants must ensure that their marketing and promotional materials in no way imply that their courses are certified by PEEAC where this is not the case.

Failure to comply with this condition may result in cancellation of Certification.

An Applicant which has obtained European Certification for one or more of its courses shall upon cancellation or expiry of Certification immediately remove any quotations on their website and on all promotional materials and other items containing the FEDMA logo or mention of PEEAC and/or containing references to European Certification, and shall ensure discontinued use or distribution of these items.

13. Changes in Certified Courses

The Applicant must promptly inform PEEAC of any changes in relation to Certified course(s) that are likely to affect substantially the accreditation of that course(s).

14. Changes to Certification Requirements

PEEAC may change Certification requirements as it deems appropriate, and shall notify the Applicant of any such changes. This notice may be through a posting on the Education section of the FEDMA Website. Any such changes to the Certification requirements will not affect an already certified course for the remainder of the Certification term.