

General Terms and Conditions for the PEEAC Certification Process

These General Terms and Conditions apply to the regulations of the European Certification service of the Federation of European Direct and Interactive Marketing (herein-after, "FEDMA") for the institution stated in the Application (the "Applicant"). The following terms and conditions specify the requirements for obtaining and maintaining the applicable Certification offered by the Pan-European Education and Assessment Committee (herein-after, "PEEAC").

1. Scope

1.1 These terms and conditions apply to the provision of the Certification service by PEEAC and FEDMA for the Applicant and are legally binding on both parties.

1.2 If not otherwise expressly agreed in writing, all offers or services and all resulting contractual relationships between FEDMA and each institution / agency that applies for the Certification services (the "Applicant") are conclusively governed by these terms and conditions. The terms and conditions take precedence over any other provisions, whether written or oral.

1.3 These terms and conditions apply in conjunction with the other applicable Certification principles set forth in the application form.

2. Definitions

2.1 "Applicant" means the company, organisation or institution that is seeking Certification.

2.2 "Application" means the request for Certification by the respective Applicant.

2.3 "Certificate" means the document (European certificate or Europe diploma) awarded by FEDMA and PEEAC for students who have passed the certified PEEAC courses.

2.4 "Certification" means the confirmation that a course is evaluated through the approval of the Application Procedure, and represents the binding Contract between the parties.

2.5 "Application Procedure" means the procedure, developed by PEEAC, that is used here for evaluating a course, always with the intention of obtaining or renewing a Certificate.

2.6 "Certification Service" means the confirmation that a course is evaluated through the approval of the Application Procedure / Certification.

2.7. "Contract" means the contract between FEDMA and the respective Applicant. This Contract will be concluded when the Applicant signs and submits the Application for Certification.

2.8. "Provisional Certification" means that the temporary Certification of an Applicant typically grants the Applicant the option to implement certain improvements ordered by the PEEAC committee, or to supply additional information required by the PEEAC committee, normally in the case of course offerings that are being sponsored, but have not yet started. Provisional Certifications are awarded exclusively for an explicitly defined period of time, as determined by PEEAC.

3. Conclusion of the Contract

3.1 The Contract comes into existence when the Applicant submits an Application for certification and this application is accepted by FEDMA. The Application is binding on the Applicant; it constitutes an offer to conclude a Certification Contract. 3.2 The Application shall be examined by PEEAC of FEDMA in terms of form and, in coordination with the Applicant, in terms of substance for compliance with the requirements of the Certification.

3.3 If the result is an affirmative examination, FEDMA shall grant the Certification. Granting the Certification shall constitute acceptance of the Application; that is, a Contract between the parties shall arise and take effect from the moment of Certification.

4. Fees and payment

4.1 Fees for Certification are determined by FEDMA's management board at the recommendation of PEEAC's steering committee, and assessed and collected on an annual basis. The fees set forth on the respective registration form cover all costs for the Certification. The fees are set every year.

4.2 The Certification, including any Provisional Certification, may be used only if the fees are paid in full within the payment period. Otherwise, FEDMA shall be entitled to rescind the Certification unilaterally.

5. Certification

5.1 The European Certification shall be granted if PEEAC has been provided by the Applicant with all relevant documents and records for the Application, and at the same time the following requirements have been satisfied:

5.2 The applicable specifications, as set forth in the application form, have been complied with, and the core competencies relevant to the course have been covered. In cases in which the Applicant has not fulfilled all of the requirements, a provisional approval, limited to a maximum of 1 year, may be granted.

5.3 In such an event, PEEAC shall submit proposals and recommendations for improvement of the programme / course. The Applicant must then prove that it has made a substantive change in its programme / course.

5.4 When the recommendations have been received, changes shall be notified in writing within 6 months at the latest.

6. Recognition status

6.1 The accreditation shall be awarded only to a public or private educational institution recognised by a competent national authority.

With the registration, PEEAC must be provided with the following information:

6.2 Convincing evidence that the institution is accredited by the competent supervisory authority.

7. Term of the Certification

The Certification shall first be granted for 2 years and stated to the Applicant in writing. Unless otherwise agreed, a two-year term is generally to be assumed.

8. Appeal and review procedure

8.1 The Applicant may submit an appeal in writing against the decision of PEEAC concerning the granting / withdrawal of Certification.

8.2 The appeal must be filed and substantiated within one month after receipt of the decision being challenged.

8.3 The appeals committee, the composition of which is determined by PEEAC, shall make the decision regarding the appeal. It consists of three persons - the chairperson of PEEAC and two persons that this person designates.

8.4 The decision of the appeals committee is final and may not be challenged. There is no claim to a right under private law for the granting of the Certification. PEEAC shall be free to select its contracting party, thus the Applicant.

9. Rights for certified institutions

If a course is certified, it shall be incorporated into the European Certification Partnership Networks, and may offer the following services:

9.1 The details of the course and the course provider shall be provided in the education section of FEDMA's website. All certified courses are listed there.

9.2 When the PEEAC project coordinator receives inquiries about training in connection with the accredited course of studies, the information on the course shall be made available, and the inquiring party shall be referred to the section of certified courses on FEDMA's website.

9.3 FEDMA shall issue certificates, with the course name and the type of Certification, to course participants who have successfully completed the Applicant's certified course.

FEDMA shall deliver the certificates to the Applicant; the Applicant shall be responsible for delivery to the respective course participants.

There is no basis for a direct claim of course participants against FEDMA.

9.4 The Applicant must inform the PEEAC project coordinator regarding the conclusion of a certified course, and provide a list with the names of the students who have successfully concluded the course. This shall be done within 4 weeks, but solely upon request. A European Certificate or diploma shall be issued.

10. Rescission / expiry of the European Certificate

10.1 Upon a suspicion of a lack of quality regarding the course, a lack of suitability of the course premises or the type and manner of use of the Certification status, PEEAC can engage in a comprehensive assessment. The Applicant shall be obligated to fully cooperate in this and, upon request, must provide all information and submit all documents requested. PEEAC shall then be permitted to engage in the following actions:

10.2 Rescission

With a notification to the Applicant, PEEAC may withdraw the Certification with immediate effect:

10.2.1 in the event that there is serious misconduct in the use of the Certification status that is likely to affect PEEAC's quality standards.

10.2.2 if the Applicant does not fulfil these General Terms and Conditions.

10.2.3 if the Applicant does not pay the fees by the deadline.

10.2.4 In the event of a rescission, the Applicant must be informed in writing 30 days prior to the rescission. In such an event, the Applicant must inform the public regarding the Certification status; any misleading of the public, particularly students, must be ruled out. Recommendation: here, specify a contractual penalty.

10.3 Termination / extension of the Certification

10.3.1 In principle, the Certification shall be granted each 2 years. 10.3.2 the Applicant must simply make a subsequent cross reference of the changed or updated core competences and other changes of requested topics of the certified course and or changed data of the institution, based upon the initially provided information of the initial application. This subsequent cross reference document must be send to FEDMA at least 1 month prior to the next Certification period of two years. In case FEDMA does not receive a cross reference document it's assumed there are no changes to be reported. 10.3.3 In case a course has to be withdrawn from the Contract by the Institution, this should be known to FEDMA at least three months before the end of each calendar year. The withdrawal should be in writing, signed by the legal representative of the institution.

10.3.3 Upon termination / expiry of the Certification, all use of the Certification marks, logos or designations must be discontinued immediately. All advertising and other publications, if any, must be discontinued. A contractual penalty would also be advised here.

11. Marketing and communication

11.1 The Applicant may advertise its Certification in accordance with the provisions in these General Terms and Conditions. Use of the FEDMA logo shall likewise be permitted. This shall not nullify the copyright protection of the FEDMA logo or the Certification papers.

11.2 Any use of the logo and the advertising may be used exclusively for courses for which a Certification has already been granted.

11.3 Courses that have only been certified on a provisional basis must expressly designate the provisional status of the Certification.

11.4 Certified courses may receive the following note in their advertising materials:

"This course meets the requirements of the European direct and interactive marketing industry."

12. Changes to the certified courses

The Applicant must inform the PEEAC project coordinator of changes that concern the Certification course without delay. Failure to do so without delay may result in termination / rescission.

13. Changes to the Certification requirements

PEEAC may change the Certification requirements if it deems that this is appropriate, and shall inform the Applicant of any such changes; changes may be published on the education section of FEDMA's website. Any changes to the Certification requirements shall have no effect on a course that has already been certified for the remainder of the Certification period.

14. Area of jurisdiction

To the extent permissible, for all disputes arising from this Contract, the parties agree that the area of jurisdiction shall be the registered office of FEDMA, and that Belgian law shall be applicable.

15. Severability clause

If individual provisions of this Contract turn out to be ineffective or impracticable (in whole or in part), or become ineffective or impracticable as a result of changes in legislation after the conclusion of the Contract, this shall not affect the remaining contractual provisions or the effectiveness of the Contract as a whole.

The place of the ineffective or impracticable provision shall be taken by the effective and practicable provision that comes as close as possible to the meaning and purpose of the invalid provision.

If the Contract turns out to have gaps, the provisions that correspond to the meaning and purpose of the Contract and that would have been agreed if the parties had deliberated the matter in question shall be deemed to be agreed.
