

Terms & Conditions of Business

Effective as from the 1st November 2020.

1. Definitions.

In these Conditions the following expressions shall have the following meanings:

- 1.1. The 'Society' or 'iy mcs' refers to the International Yacht Marine Certification Society BV, a limited liability company registered in Amstelveen, the Netherlands.
- 1.2. A 'Member' refers to a school or college that is a third-party entity that is affiliated to the International Yacht Marine Certification Society BV.
- 1.3. A "Student or Candidate" refers to to an individual that has enrolled onto an 'iy mcs' course at a 'Member'.
- 1.4. A 'Sponsor' is a 3rd-party entity that pays for the course fees and other related fees on behalf of a 'Candidate'.
- 1.5. A 'Course' is an educational program that has been created by the 'iy mcs' that can be run/operated by a 'Member' or by the 'Society' directly, either in physical presence or through on-line self-learning or video-conferencing and/or teaching forum.
- 1.6. 'Consultancy' refers to a specific service, determined by request from a Client, that is related to the Society's activities as well as that of the Members.
- 1.7. A 'Client' refers to a 3rd-party entity that is not directly associated with the 'Society', nor is a "Student or Candidate".
- 1.8. 'Agreement' refers to a mutual written understanding between the 'Society' and the 'Member'.
- 1.9. A "Working Day" for the 'Society' refers to every day of the week except for; Saturday, Sunday and statutory holidays in the Society's country of establishment and operation.
- 1.10. A 'Week' refers to seven consecutive days, a 'Month' refers to a calendar month.
- 1.11. "Intellectual Property" includes all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information.
- 1.12. 'Services' refers to the acts of support provided by the 'Society' to a 'Member'.
- 1.13. 'Products' refers to the 'iy mcs' courses, 'iy mcs' promotional items and 'iy mcs' publications either written or + digital.
- 1.14. 'Certification' refers to an 'iy mcs' Certificate of Competency or a Course Completion Certificate, issued by the 'Society'.
- 1.15. 'QMS' refers to the Quality Management System run to ISO9001:2015 standards.
- 1.16. The "Members Operations Handbook" is an operational manual written exclusively for the 'Members' and their staff, that details the Society's operational guidelines and procedures for the 'iy mcs' courses.
- 1.17. A "Third-party" or "Third-parties" are considered by the 'Society' to be an entity or a physical person that are not 'Members' nor form part of their staff, and are not a "Student or Candidate", that have no academic nor business connection directly with the 'Society' whose intentions or/and objectives are, but not limited too, gaining information for competitive advantage with special reference to competitor maritime and nautical training organisations.

2. Scope.

Unless previously agreed in writing by the 'Society', the 'Member' agrees that the provisions of these Terms & Conditions of Business shall constitute all the provisions related to 'Services' and 'Products' provided by the 'Society' to the 'Member'.

3. Member Fees, Course Fees, Certification Fees.

- 3.1. All fees charged by the 'Society' for the supply of its standard 'Services', 'Consultancy' and 'Products' will be according to the **Members General Fees List ref. 8.5.1** that is currently in vigour on the date such supply is ordered and paid for by the 'Member'.
- 3.2. Special 'Services', 'Consultancy' and 'Products' will be quoted for individually upon request.
- 3.2. The 'Society' will review its Fees List in January of each year. In exceptional circumstances, the 'Society' reserves the right to amend its fees. A 60 day notice period will be given to the 'Member' of any alterations of fees that occur with the exception of "Force Majeure".
- 3.3. All fees quoted are ex.VAT, which will be applied at the appropriate rate.
- 3.4. The fees exclude all travelling costs, accommodation, meals and other business expenses directly related to the 'Service' provided.

4. Terms of Payment.

- 4.1. 'Member' annual subscription fees are payable upon the date of joining the 'Society'. In the case of subscription renewals, these fees are due within 30 days of the anniversary date of the subscription.
- 4.2. "Course" fees are pre-paid 14-days before commencement.
- 4.3. Assessor and examiner fees are due for payment within 14-days from the date of the assessment or examination. An advanced payment on account maybe required to cover travel costs and accommodation costs.
- 4.4. "Certification fees" are payable in advance upon the certification file having been completed and prepared for issuing the "Student or Candidate" certification/s.
- 4.5. Where the 'Sponsor' is an corporate entity, an official purchase order signed by a legal representative is required.

5. Courses.

- 5.1. The 'Society' offers the '**iy**mcs' courses to a 'Member' in good faith. The 'Society' will ensure wherever possible that the course content is accurate, factual and of a high standard throughout. Furthermore, the 'Society' will endeavour to establish the academic levels and skill levels that are required for the level of the course as well as to consider the standing of the 'Certification'.
- 5.2. The 'Member' agrees not to hold the 'Society' liable for any of the course content contained within written and digital course materials. Furthermore, on behalf of the 'Society' the 'Member' agrees to voluntarily review any key course content material and notify the 'Society' immediately in writing of any serious discrepancies.
- 5.3. The 'Society' reserves the right to modify any course content at any time where deemed necessary.
- 5.4. The 'Member' agrees not to alter, modify or change any '**iy**mcs' course content.

- 5.5. The 'Member' agrees to supply students with the required 'iy mcs' course materials as per the requirements of the 'iy mcs' QMS.
- 5.6. The 'Member' agrees to manage and operate the 'iy mcs' courses as per the requirements of the 'iy mcs' QMS.
- 5.7. The 'Member' agrees to abide by the health & safety practices as required by the 'iy mcs' QMS, with special regard to operations on vessels.
- 5.8. The 'Member' agrees that it will not hold liable in any form or way, an accident or incident on the water or at sea or in a workshop or classroom, during an 'iy mcs' training course, assessment or examination.

6. Force Majeure.

A Force Majeure Event refers to any event beyond the 'Society's' reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not be limited to; strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, economic sanctions by governments and international authorities, national or International calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

7. Data Protection & Confidentiality.

The 'Society' holds data of its appointed Officers, Directors, as well as 'Members', "Students and Candidates". The 'Society' retains such data in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679 and the General Data Protection Regulation Implementation Act (2018) of the Netherlands.

- 7.1. The 'Society' holds data records of a 'Member' and a "Student and Candidate", in digital or/and paper form. Records are retained for a minimum of 7 (seven) years in compliance with meeting certification issuing requirements by maritime administrations and other governmental organisations that are related to the maritime industry
- 7.2. The 'Society' data paper records are stored at its Operations Office. The digital data records are stored in a database on a secure 3rd-party secured server, in an individual secured account; Access is restricted to the 'Society's' Directors, Managers and the Operations Office administration staff as authorised by the 'Society's' Directors. Full details of the data record of a 'Member' or "Student or Candidate" can be requested in writing by the person concerned and may be amended accordingly. With regard to the security of the personal data, the 'Society' will request written verification of personal identity before releasing any data.
- 7.3. In the case that a maritime administration requests the data record of a 'iy mcs' certification, prior to the release of personal data, the 'Society' will notify in writing the person concerned together with the written request from the maritime administration.
- 7.4. In the case that an marine insurance society or a marine accident investigation agency requests the data record of a 'iy mcs' certification, prior to the release of personal data, we will notify in writing the person concerned together with the written request from the insurance society or the accident investigation agency.
- 7.5. The corporate data record held by the 'Society' of a 'Member' consists of the following:
 - a. Full name of 'Member', the registered trading address, contact details.
 - b. The name of the Principal/s and the Managers and of key administration staff.
 - c. Comprehensive details of the facilities, equipment and vessels of the 'Member'.
 - d. A list of instructors, teachers, assessors, examiners that have been assigned to the 'Member'.
 - e. A list of courses that have been taught, a list of 'Students' or 'Candidates' that have attended.
 - f. Details about the QMS documentation and process audits. g. Financial trading and accounts information.

- 7.6. The personal data record held by the 'Society' of a 'Student' or 'Candidate' consists of the following:
- Full name of the person, a copy of their passport ID, residential address and contact details.
 - A list of courses that the person has undertaken, where and when.
 - Details and relevant documents concerning tests, assessments and examinations that the person has done.
 - Assessor and examiner reports that are required for the issue of the certification.
 - Details of pre-assessments, biography and post-course assessments as per QMS requirements.
 - Seaman's medical certificates, sea-time records, marine medical certificate and other certifications.
 - Risk Liability Waiver signed by the person.
 - Passport photo.
- 7.7. As a 'Society' policy, we do not sell or distribute personal or corporate 'Member' data to 3rd-parties.
- 7.8. In case of a breach of data security that directly affects the data records of a 'Member' or 'Student' or 'Candidate', the 'Society' will notify at the earliest opportunity the persons or entities concerned of the breach and the actions taken to address it.
- 7.9. The 'iy mcs' website deploys cookies solely for the purpose of data form filling.

8. Intellectual Property Rights.

- 8.1. The 'Society' reserves all intellectual rights, whether registered or not, over the imaging, combined wording, design of its brand 'iy mcs'; and the rights over the the corporate name of International Yacht Marine Certification Society.
- 8.2. The 'Society' reserves all rights over all course materials created, written, published by the 'Society' with the exception of materials and images that are the recognised property of their authors.
- 8.3. The 'Society' grants the limited use of the 'iy mcs' logos and marketing materials produced by the 'Society' to a 'Member' as per the guidelines outlined in the document **Marketing Elements & Logos ref. 8.3.2**.
- 8.4. A 'Member' may not apply the 'iy mcs' logos to any product or to any article of clothing unless the 'Society' has granted prior permission to do so in writing.
- 8.5. A 'Member' may not register as a trade mark the 'iy mcs' logos nor a logo that is of similar design or/and likeness.

9. Member Confidentiality.

- 9.1. A 'Member' and their staff or/and their contractors may not disclose privy information to a "Third-party", that is considered by the 'Society' not to be of public domain, that has been obtained through the work and operations as a 'Member' of the 'Society'.
- 9.2. A 'Member' and their staff or/and their contractors may not distribute in any form, in part or in whole, the 'iy mcs' QMS including the "Members Operations Handbook" to a "Third-party".
- 9.3. The 'iy mcs' Course Notes, may not be distributed by a 'Member' in paper form or online in digital form, to "Third-parties" unless they are "Students or Candidates" of 'iy mcs' courses. On no account shall 'iy mcs' assessments, tests and exams be distributed by a 'Member' in any way or form.
- 9.4. A 'Member' and its staff may not intentionally disclose log-in details to the 'iy mcs' extranet of their own or that of a "Student or Candidate" to a "Third-party".

10. Member Dissolution.

The 'Society' reserves all rights to dissolve a 'Member' according to the policies specified in the document **Member Conflicts and Resolutions ref 1.3.4.**

11. Society Details.

International Yacht Marine Certification Society BV.

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