

Global Network Group

General terms & conditions

All references in this document are made against the approved (valid) version of the applicable document.

All public documents are published on our websites.

Questions? Contact us!

Complete the question-webform on our website or call:

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GENERAL CLAUSES

The following applies to this document GNG.RD.002.INT General terms & conditions:

1. Document GNG.RD.001.INT List of terms and definitions.
2. Document GNG.RD.003.INT General clauses for all documents

The before mentioned documents are published on our websites and hereby to be considered as repeated and inserted.

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GENERAL TERMS & CONDITIONS

GENERAL

ACCEPTANCE, APPLICABILITY AND ACCEPTANCE

- 1.1.** These General Terms and Conditions apply to all offers and agreements of Global Network Group, 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.** Global Network Group 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 Global Network Group are free of obligations, unless explicitly stated otherwise.
- 1.5.** An agreement between Global Network Group 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 Global Network Group.
- 1.6.** An assignment, application, enrolment or agreement will be considered as accepted by Global Network Group 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 Global Network Group will take place in order of enrolment.

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- 1.8. Global Network Group is entitled to immediately dissolve the agreement, registration or certification if the other party fails to fulfil 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, Global Network Group 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.

BUSINESS NAMES (TRADE NAMES) & SUBSIDIARIES

- 2.1. Global Network Group 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 Global Network Group carries out under the registered subsidiaries, trade names and trade activities.
- 2.3. Wherever in the assignment, application, agreement, regulation, rule, correspondence or any other document Global Network Group 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 Global Network Group carries out its activities.

RATES

- 3.1.** Unless stated otherwise all rates published by Global Network Group are stated in EUROS and exclusive of any other governmentally imposed taxes and levies. If and insofar as Global Network Group 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 and include the specific mentioned materials and services provided by Global Network Group. Any living costs, materials and services that is not provided by Global Network Group are excluded.
- 3.3.** Living 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 Global Network Group.
- 3.4.** Arrangements include, among other things, overnight stays, meals, snacks, refreshments, trips and movements, office locations and accommodation.
- 3.5.** Global Network Group 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, Global Network Group 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.

PAYMENTS

- 4.1.** Unless agreed upon otherwise, payment of invoices of Global Network Group must be made, without any deduction or discount, within seven 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.** Payments should exclusively be made by bank transfer, credit card (as far as the credit card concerned is used or accepted by Global Network Group) or internet payment. Payments in cash will not be accepted. Credit card payments are subject to a surcharge; the surcharge is made up of the costs charged to Global Network Group by the credit card company plus the administrative costs of Global Network Group.
- 4.3.** In case the full payment has not been received prior to the start of the registration or certification year Global Network Group is entitled to deny the participant in question access to the registration, certification and all related services , in which case, however, the participant's obligation to pay remains in full force.
- 4.4.** 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.
- 4.5.** Furthermore, Global Network Group 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.

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- 4.6.** In case it has been agreed that payment will take place in instalments, each instalment 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 instalments are specified in calendar months. For each instalment, Global Network Group 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.
- 4.7.** 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 Global Network Group.
- 4.8.** 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 Global Network Group 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 Global Network Group, to proceed to the additional payment and/or compensation.

4.9. Global Network Group reserves the right to ask for a payment guarantee or a (partial) advance payment and to postpone the fulfilment of its obligations until this payment guarantee or advance payment has been received.

LIABILITY

- 5.1.** Except for cases of intent or gross culpability, Global Network Group 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 Global Network Group or its subordinates or third parties called in by Global Network Group.
- 5.2.** Under no circumstances will the total liability of Global Network Group per event or series of events, in whatever capacity, exceed the amount the other party owes Global Network Group 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 Global Network Group, due to force majeure or unforeseen circumstances, is prevented from carrying out an agreement, Global Network Group 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 Global Network Group.
- 5.6.** Unforeseen circumstances also include situations in which Global Network Group decides that the number of enrolments for a activity, course, training session, workshop, registration or certification is insufficient.

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- 5.7.** Any complaint must be filed within eight fourteen 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 Global Network Group in writing and as soon as possible, but not later than thirty days 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 Global Network Group will lapse after the time limit of one calendar year, 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.

WARRANT

- 6.1.** The other party is entirely liable towards Global Network Group for any loss or damage Global Network Group or third parties called in by Global Network Group 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 Global Network Group 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 Global Network Group 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, Global Network Group will be fully compensated by the other party for all costs, losses or damages, and interest payments that might arise for Global Network Group and the people working on its behalf, including full legal costs.

INTELLECTUAL PROPERTY

- 7.1.** All intellectual property rights with respect to the publications issued and made available by Global Network Group, including copyrights, trademark rights and database rights, are exclusively vested in Global Network Group.
- 7.2.** Without the explicit prior written consent of Global Network Group, no publications issued or made available by Global Network Group 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 Global Network Group.
- 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 Global Network Group and all rules and regulations and instructions for certification & registration.

SPECIFIC CLAUSES

POSITION GLOBAL NETWORK GROUP

- 8.1.** Global Network Group aims at forming a international network of and for people, companies and organizations. To this end, participants will pay the annual fees for registration and certification per calendar year.
- 8.2.** Global Network Group is not a franchise organization.
- 8.3.** Global Network Group is not responsible and/or liable for the activities of the participant.
- 8.4.** Global Network Group distinguishes as services:
 - 8.4.1.** Providing its network participants with a private and protected title and the process/procedure requirements;
 - 8.4.2.** Realizing umbrella agreements and collective contracts for the benefit of its network participants;
 - 8.4.3.** Providing its network participants with general and technical support services and products;
 - 8.4.4.** Facilitating international cooperation between both the network participants themselves and their external environment.

POSITION CERTIFICATE HOLDER

- 9.1.** The participant is no franchisee.
- 9.2.** The participant is entirely independent, practises business activities out of his/her own independent legal entity and is as such registered at the chamber of commerce or is connected to such an independent legal entity or has filed an official statement in which is stated that he/she works for his/her own account and risk without official company registration.
- 9.3.** All the participant's activities are executed by the participant entirely at his/her own account and risk and are in no way related to Global Network Group.
- 9.4.** As far as his/her own business activities are concerned, the participant enters an agreement with the client(s) and/or customer himself/herself. In this agreement(s), Global Network Group is no contracting party.
- 9.5.** The participant is obliged to assess all specimen model documents (templates) himself/herself and to transform them into his/her own company documents and the participant indemnifies Global Network Group of all liability and responsibility.
- 9.6.** The participant indemnifies the network of all liability and responsibility regarding all of his/her own business activities.
- 9.7.** In these general terms and conditions, the word 'participant' includes:
 - 9.7.1. the (candidate) certificate holder,
 - 9.7.2. the (candidate) registered individual or company,
 - 9.7.3. the (candidate) agent,
 - 9.7.4. the (candidate) agency or accredited organization,
 - 9.7.5. the examinee or auditee.

CANCELLATIONS, COMPLAINTS, OTHER

10.1. The cancellation of audits, registrations and certificates is ruled per:

10.1.1. Document PD.003.INT

10.2. Filing a complaint against a certification decision of Global Network Group is ruled per:

10.2.1. Document PD.004.INT

10.2.2. Complaint form FO.004 INT

10.3. Filing a complaint about an audit result given by Global Network Group is ruled per:

10.3.1. Document PD.005.INT

10.3.2. Complaint form FO.005 INT

10.4. Filing a complaint against Global Network Group is ruled per:

10.4.1. Document PD.006.INT

10.4.2. Complaint form FO.006 INT

10.5. The list of the terms & definitions is ruled per:

10.5.1. Document RD.001 INT

10.6. The general clauses for all documents are ruled per:

10.6.1. Document RD.003 INT

10.7. Our mission and quality policy is ruled per:

10.7.1. Document RD.004 INT

10.8. Our privacy statement and privacy policy are ruled per:

10.8.1. Document RD.005 INT

10.9. All mentioned documents are published on the websites of Global Network group. At first request, we forward the document per email to you for your convenience.

OTHER PROVISIONS

- 11.1.** 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.
- 11.2.** In all cases not or not fully covered by these provisions, Global Network Group will have independent authority.
- 11.3.** If, during a short or longer period of time, Global Network Group allows deviations from these General Terms and Conditions, whether explicitly or tacitly, Global Network Group is still entitled to demand direct and strict observance of the General Terms and Conditions.
- 11.4.** Global Network Group 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 Global Network Group will notify the other party in time.
- 11.5.** Except for evidence of the contrary, the records of Global Network Group will be evidence of the assignments and payments received from the other party and of activities performed by Global Network Group.
- 11.6.** Global Network Group and the other party both acknowledge that electronic communication, in particular e-mail messages and registrations in the examination-, study- and learning- & the audit-, certification-, CPD & registration internet application & the personal dashboard of Global Network Group may be used in evidence.
- 11.7.** 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.

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- 11.8.** In case of multilingualism the Dutch language is preferred. In cases of dispute or conflict, Global Network Group 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.
- 11.9.** 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.
- 11.10.** In case of mediation, Global Network Group will exclusively acknowledge international certified mediators.
- 11.11.** Any disputes between Global Network Group 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 Global Network Group to bring the case to another competent court or authority.