

# **General Terms&Conditions S.V. IManage**

This document contains the Terms&Conditions that will apply if you are a member of S.V. IManage. For any questions regarding this document, feel free to contact the Board of S.V. IManage.

As a member of S.V. IManage I Accept the following Terms&Conditions:

### **1. Application of Terms&Conditions**

- 1.1 These Terms&Conditions are applicable to the agreement between S.V. IManage and the individual who is a member.
- 1.2 They do not replace applicable laws and regulations.
- 1.3 They are available for reading by members in both our offices (Enschede H1.06 and Deventer B.305)
- 1.4 S.V. IManage can only deter from these Terms&Conditions when explicitly agreed upon by the individual member, and is not unfavourable for this member. This has to be done on paper and has to be signed by both parties.
- 1.5 These Terms&Conditions are applicable for all employees and members of S.V. IManage

### **2. Membership**

- 2.1 Signing up for S.V. IManage can be done both via the website ([svimanager.nl](http://svimanager.nl)) or via a sign up form in one of our offices (Enschede H1.06 or Deventer B3.05)
- 2.2 Only a natural or legal person can become a member of S.V. IManage.
- 2.3 Only persons that are either students, teachers or in any other way related to Saxion University of Applied Sciences can become a member of S.V. IManage
- 2.4 Membership starts at the date of signing up, and for an indefinite amount of time.
- 2.5 When a member has not paid their annual membership fee, the member has no rights regarding his membership to S.V. IManage
- 2.6 Membership to S.V. IManage is for an indefinite period of time.

### **3. Termination of membership**

- 3.1 Membership ends when:
  - a. A member sends a written and timely notice
  - b. A member informs the Board of S.V. IManage.
  - c. A member passes away
  - d. A member fails to pay the annual membership fee
  - e. By cancellation by the Board of S.V. IManage
- 3.2 For a written notice as mentioned in 3.1 a, a member can send an e-mail to:  
[internal@svimanager.nl](mailto:internal@svimanager.nl) or [internal.deventer@svimanager.nl](mailto:internal.deventer@svimanager.nl).
- 3.3 The termination of membership will be processed in the member file, and the member will get a written confirmation of the termination of membership.

### **4. Annual membership fee**

- 4.1 Members are obligated to pay an annual membership fee to S.V. IManage. The height of which is determined by the General member meeting.
- 4.2 The annual membership fee will be collected through automatic collection. Members can ask the board whether it is possible to pay in cash.

- 4.3 Members are obligated to give a correct bank account number (IBAN or BIC). If the account number has changed, members should notify the Board before the start of the new academic year (September 1<sup>st</sup>). The member will then receive a new sign up form in which the member can fill in their new account number.
- 4.4 The membership fee will be collected once per academic year.
- 4.5 When a member signs up after May 1<sup>st</sup>, the member will not have to pay the annual membership fee.
- 4.6 When a member terminates membership during the academic year, the membership fee of that academic year will remain due. The member can use all services of S.V. IManage until the end of the academic year.
- 4.7 If a person that is not a member wants to use the services of S.V. IManage, this person will have to pay the actual costs.
- 4.8 The membership fee will be collected within 4 weeks after becoming a member of S.V. IManage. If this is not the case, an e-mail will be send regarding the collection of the membership fee 2 weeks in advance.

## **5. Liability**

- 5.1 S.V. IManage is never liable for services of their partners
- 5.2 S.V. IManage is never liable for errors on websites of their partners
- 5.3 The member indemnifies S.V. IManage for any liability regarding its services, which could occur directly or indirectly.

## **6. Invoices and invoice payment**

- 6.1 Any invoices regarding the services of S.V. IManage have to be paid within 30 days, unless explicitly mentioned otherwise.
- 6.2 Invoices regarding activities of S.V. IManage have to be paid before the activity takes place. If a member does not pay at least a week beforehand, S.V. IManage has the right to refuse this member access to the activity.
- 6.3 When an automatic collection has not succeeded, another automatic collection will be offered after 2 weeks.
- 6.4 When the second automatic collection fails, the member will receive an e-mail reminding the member of the membership fee. A second reminder will be send after 30 days of the first reminder.
- 6.5 When a member fails to pay the membership fee within 30 days after the second reminder, the membership will be ended.

## **7. Withdrawing from activities**

- 7.1 A member has the possibility to withdraw from any involvement in an activity for which the member has signed up, a week before the activity is due to take place.
- 7.2 When a member withdraws from an activity a week before the activity is due to take place, the member has the right to be refunded their payment for this activity. However, if a member withdraws within a week of the activity, S.V. IManage has the right to keep the payment of this specific member in order to cover costs that have already been made.

## **8. Privacy**

8.1 S.V. IManage will operate conform the laws and regulations of the GDPR, which has gotten into effect after May 25<sup>th</sup> 2018. More information about this can be found in our privacy policy.

## **9. Additional provisions**

- 9.1 S.V. IManage has the right to change this agreement at any time, and/or add additional conditions. Members will get a notification of this change.
- 9.2 If, in any case, these Terms&Conditions do not foresee, firstly there will be looked into the House Rules and the Statutes. If these still not foresee a decision, the Board of S.V. IManage decides.
- 9.3 Dutch law applies to these Terms&Conditions, the HR, Statutes and the Privacy Policy
- 9.4 If any part of these Terms&Conditions is declared invalid, it will not change the application of the remaining Terms&Conditions.
- 9.5 If there is any unclarity regarding the explanation of these Terms&Conditions, the explanation will have to be done ‘in the spirit of’ these provisions
- 9.6 If there is a situation which is not mentioned in these Terms&Conditions, the HR or the Statutes, the situation has to be judged ‘in the spirit of’ these Terms&Conditions