

Member Online Services

# **General Terms and Conditions**

#### **Article 1: Definitions**

In this General Terms and Conditions the following definitions apply:

IFLA:

the International Federation of Library Associations and Institutions, the leading international body representing the interests of library and information services and their users;

Individual:

the natural person who, in payment of a debt, is not acting in the exercise of profession or business and who remotely enters into an agreement with IFLA;

Agreement:

this agreement under which IFLA through an organised system (MultiSafepay) offers distance services, for which the Individual uses one or more techniques of distance communication up to and including the time at which the Agreement is concluded;

Withdrawal:

the ability for the Individual to opt out of the Agreement.

#### Article 2: IFLA

These General Terms and Conditions are freely available at:

The International Federation of Library Associations and Institutions, a foundation under Dutch private law, Prins Willem-Alexanderhof 5 (2595 BE) The Hague, registered at the chamber of commerce 40407191 The Hague.

Tel. +31 70 3140884, Monday till Friday 09.00 -17.00 Fax +31 70 3834827 Email <u>ifla@ifla.org</u> Website <u>www.ifla.org/hq</u>

# **Article 3: Applicability**

These General Terms and Conditions apply to joining IFLA as a member and paying the membership fee online.

#### **Article 4: Membership**

IFLA currently offers four types of membership for Individuals:

- *Personal Affiliate* Individuals who wish to mark their interest in and support for the purposes and professional activities of IFLA;
- *Student Affiliate* Individuals who wish to mark their interest in and support for the purposes and professional activities of IFLA;
- New Graduates

Individuals who graduated in library and information science are eligible for an IFLA membership at the students' rate for the first two years after graduating. Proof of diploma is necessary to apply for membership under this incentive.

• Non-salaried

Individuals who are not currently in paid employment and do not expect to be within the next three months. In order to join this category, members have to confirm that they are entitled to it and agree that they inform IFLA as soon as this status changes.

Affiliates are entitled to register free of charge for one section. In addition to this free registration, all Affiliates will automatically, if applicable, be registered in the appropriate regional activities section (Africa, Asia & Oceania, or Latin America & the Caribbean).

Affiliates have no voting rights.

The membership of IFLA provides certain advantages to Individuals or organizational members such as:

- extending and sustaining a professional network at an international level;
- the possibility to be active in one of IFLA's working groups and helping developing standards and guidelines; taking part in meetings, seminars and workshops, discussing important issues with colleagues from all over the world and exchanging information on the topics an Individual is working on;
- getting discounts on IFLA's annual conference and on various IFLA publications;
- receiving a copy of the IFLA Annual Report for free;
- getting a subscription on IFLA Journal for free;
- no requirement to pay the 10% non-member surcharge on <u>ILL</u> <u>IFLA vouchers</u>.

# **Article 5: Agreement**

The Agreement is subject to the provisions of Article 4, concluded at the time the Individual accepts the offer and meets the corresponding conditions.

IFLA shall immediately confirm by e-mail the receipt of the acceptance of the Agreement. Until IFLA has sent this confirmation, the Individual may rescind the Agreement.

IFLA may refuse an Individual in the event research shows the Individual does not meet the criteria as set out in the Statutes of IFLA, or in the event research shows reasonable grounds exist the Individual is unable to meet his payment obligations.

# Article 6: Right of Withdrawal

When entering the Agreement the Individual has the right to terminate the Agreement without giving any reason for a period of seven working days from the date of receipt of his admittance at IFLA.

In the event of a Withdrawal and in the event the Individual has paid the membership fee, IFLA shall refund this amount as soon as possible, within 14 days, to the Individual. Refunds, if applicable, will be made to the credit card used for the original transaction.

#### **Article 7: Compliance**

IFLA guarantees that the membership of the Individual meets the specifications of the Agreement.

# **Article 8: Delivery**

The Individual can download a copy of the Annual Report from the website of IFLA. Each issue of IFLA Journal is made available Open Access upon publication on IFLA's website.

# **Article 9: Payment**

The Individual shall pay the membership or other prescribed fee using the online payment facilities of IFLA.

# **Article 10: Complaints**

The Individual shall as soon as possible after performance of the services, and within 7 working days, examine whether the Agreement is properly implemented.

Complaints arising from the aforementioned study on the implementation of the Agreement shall be submitted to IFLA in writing within 14 days fully and clearly describing the complaint. IFLA shall contact the Individual to resolve the complaint within 2 working days.

The delivery is considered satisfactory if the Individual has not complained within the aforementioned time.

In a timely complaint, IFLA shall investigate the merits of the complaint and shall inform the Individual of the results of the investigation.

# Article 11: Liability

In no event IFLA will be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all sites of IFLA.

Unless by intent or gross negligence IFLA, its personnel or third parties with which it

operates, is not liable for damage caused during the execution of work.

# Article 12: Privacy

IFLA will process the personal data provided in accordance with the Dutch Data Protection Act and any other applicable regulations and issued guidelines relating to the processing of personal data.

# Article 13: Applicable law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the Netherlands and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject and within the jurisdiction of the Dutch competent court.

#### **Article 14: Final provision**

IFLA has the right to amend these General Terms and Conditions.

Changes of these General Terms and Conditions are effective only after they have been published in the appropriate way.