

# **General terms and conditions**

## 1. General terms of this agreement

#### 1.1. Legally binding agreement

By agreeing with the general terms and conditions, you enter a legally binding agreement and agree to be bound by these general terms and conditions.

#### 1.2. Disagreement and questions

If you do not agree with any of the statements in the general terms and conditions, you may submit a written request to Machiavelli for different provisions. This can be done by sending an email to <u>secretary@svmachiavelli.nl</u>. If you do not agree with any of the statements in the general terms and conditions, you may be restricted from services provided by Machiavelli. If you have any questions or complaints, you can contact Machiavelli at all times by sending an email to <u>secretary@svmachiavelli.nl</u>. We will respond to you as soon as possible.

#### 1.3. Applicable law

These general terms and conditions are governed by Dutch law. Dutch law is applicable to all contracts and agreements that involve Machiavelli as a party. All disputes which may arise from these general terms and conditions and their application shall be settled by the competent Dutch court.

#### 1.4. Statutes and binding organizational documents

These terms and conditions are accessory and subordinate to the association's statutes, the internal rules of procedure, the rules of procedure of the general assembly and the association's financial protocol.

#### 1.5. Agreeing with terms and conditions

If a member has not (yet) signed this version of the agreement, he or she agrees tacitly to the new version of this agreement when he or she participates in an activity or activities hosted by Machiavelli or makes use of services and benefits offered by Machiavelli.

## 2. Definitions

#### **General terms and conditions:**

These general terms and conditions of Machiavelli, effective from July 1st, 2020 until a new version of these general terms and conditions is published.

#### Machiavelli:

The association with full legal capacity Studievereniging Machiavelli, located in Amsterdam at the Nieuwe Achtergracht 166, Roeterseilandcomplex B1.07, registered at the Chamber of Commerce dossier number 40537308.

#### Member:

A person who obtained Machiavelli membership, or became a member in any other way (see section 3).



### Account:

All of the information a member provides and uploads onto the Machiavelli website, this information is visible under the header 'My Machiavelli' on the website.

#### Machiavelli website:

The complete technical infrastructure and all of its capabilities that are offered through the URLs <u>https://www.svmachiavelli.nl</u>, <u>https://www.studieverenigingmachiavelli.nl</u>, <u>http://www.svmachiavelli.nl</u>, <u>http://www.studieverenigingmachiavelli.nl</u>.

#### Login credentials:

The combination of the member's email address and password that gives the member access to the Machiavelli website and his/her 'My Machiavelli' account.

#### Partner:

Any legal entity that uses the Machiavelli website in order to get in touch with potential future employees for the purpose of recruitment, selection, and/or labor market communication.

## 3. Membership

#### 3.1. Becoming a member

A person may become a member of Machiavelli in the following manners:

(i) By acquiring a membership through the Machiavelli website;

(ii) By acquiring a membership through Machiavelli's book sale through the Athenaeum Bookstore website;

(iii) By emailing the secretary of Machiavelli stating your intention to become member and have received confirmation of your membership from Machiavelli.

### 3.2. Membership conditions

Members are expected to comply with the following conditions of their membership:

(i) Member is, at the time of registering for membership of the association, enrolled in the Political Science programme at the University of Amsterdam;

(ii) Have complied with their financial obligations to the association.

### 3.3. Termination of membership

Membership continues until termination. Membership can only be terminated in writing by sending an email with your name, student number and email address to <u>secretary@svmachiavelli.nl</u>. Termination of membership for the fiscal/association year has to be done before August 1st at the latest in order to not be charged for the following fiscal/association year of membership. If you terminate your membership after August 1st you are obliged to pay the membership fee for the following fiscal/association year.



# 4. Financial obligations of members

### 4.1. Membership fee

Members are obligated to pay the annual membership fee in a timely fashion, whether through SEPA direct debit, through the Athenaeum book sale, through wire transfer, through a payment request - or any other method the association deems appropriate.

## 4.2. Activity fees

If a member registers for a paid event, he/she is obligated to pay the associated participant's fee in a timely fashion as determined by the contract for said activity. If member does not pay this fee in a timely fashion, Machiavelli reserves the right to collect the fee through direct debit as stipulated in the SEPA direct debit authorization that member signs at registration.

## 4.3. Non-compliance with financial obligations

If a member does not comply with his or her financial obligations towards the association, the board of the association reserves the right to bar this member from the association's paid activities. If a member is barred, they lose access to any and all paid events hosted by Machiavelli, no matter the sum total of their outstanding balance to the association;

A barring is lifted once the outstanding balance to the association has been paid.

## 4.4. SEPA direct debit authorization

### The following authorization is the same authorization members sign upon registration as a member:

(i) By completing the membership registration form you become a member of Machiavelli and you authorize Machiavelli (Creditor ID: NL03ZZZ405373080000) to credit your bank account for the total amount of the membership fee for the duration of your membership. To this end, you authorize Machiavelli to send a SEPA (Single Euro Payments Area) direct debit collection order ('SEPA automatische incasso') to your bank and you authorize your bank to credit your account for the amount of the membership fee continuously each year for the duration of your membership, in accordance with the collection order as submitted by Machiavelli.

You also authorize Machiavelli to credit your bank account for payment of participant's fees for activities that remain unpaid after the payment deadline for this has passed as stated in the contract signed for participation in the event. This does not apply to activities that require no contract to sign for participation.

The direct debit collection order is an annual irrevocable authorization. The membership fee is determined annually by the board of the association and is thus subject to change. The membership fee is currently EUR 10,-. This amount shall be deducted from your account each year.

(i) Signatory should ensure that the balance on their account is sufficient for the collection of the membership fee.

(ii) Signatory is required to pass on information about any changes to the information above in writing and as soon as possible to the treasurer of Machiavelli by sending an email to <u>treasurer@svmachiavelli.nl</u>. The collection of the membership fees happens in accordance with the new SEPA-regulations. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.



# 5. Other obligations of members

### 5.1. Compliance with internal procedures

Members have the duty to comply with the articles of the association and the internal regulations of the association (which can be found on the <u>website</u> under the header 'Association', then 'General Assembly');

## 5.2. Compliance with instructions given by the board

Members have the duty to comply with instructions given by the board at events and activities hosted by the association. Non-compliance with instructions given by the board may result in removal or denial of access from said activity or event, with no restitution of any tickets or participant's fees paid.

# 6. Rights of members

## 6.1. Membership rights

Members have the right to participate in all activities organised by the association, unless otherwise determined by the board;

Members will always be asked for permission to use visual material of them;

Members have the right to submit proposals, complaints and wishes to the board. The board is obliged to investigate and deal with these as soon as possible, or have them investigated or dealt with, and to inform the member who submitted the proposal, complaint or wish of the result of the investigation.

# 7. Privacy

## 7.1. Machiavelli's Privacy Policy

Machiavelli takes the protection and security of your personal data very seriously. We take fitting measures to prevent misuse, abuse, loss, unauthorized access, unwanted disclosure and unauthorized modification. If you feel that your information is not properly protected or if there are indications of abuse, misuse, loss, unauthorized access, unwanted disclosure and/or unauthorized modification, please contact us by sending an email to <u>secretary@svmachiavelli.nl</u>.

## 7.2. Compliance with Privacy Policy

By agreeing with the general terms and conditions, you are bound by our Privacy Policy, effective from July 1st, 2020 until a new version of this Privacy Policy is published. You can view our Privacy Policy on our website, under the heading 'Become a member'.

## 8. Disclaimer

## 8.1. Availability of products, services, and activities

Machiavelli cannot guarantee that the products, services and activities offered on the Machiavelli website are available at any time.

### 8.2. Legal liability concerning the use of the Machiavelli website

Machiavelli cannot accept legal liability for any damages resulting from the use of (information on) the Machiavelli website or its social media channels.



#### 8.3. Force majeure

Machiavelli cannot be held liable for any failure or delay in the performance of this agreement for the period that such failure or delay is:

- (i) beyond the reasonable control of Machiavelli;
- (ii) materially affects the performance of any of its obligations under this agreement;
- (iii) and could not reasonably have been foreseen or provided against.

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