



TERMS & CONDITIONS OF ICHCA INTERNATIONAL MEMBERSHIP

JAN 2023 Edition



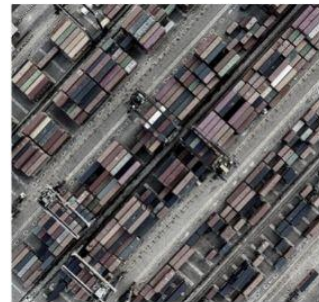
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1. | TERMS & CONDITIONS - INTRODUCTION

These pages set out the terms and conditions of membership of ICHCA International Ltd ('hereafter', 'ICHCA') and should be read in conjunction with the 'Articles of Association'.

These Terms and Conditions and the content of membership packages are subject to variation from time to time. Variations will be notified on our website www.ichca.com.

The Articles of Association may be found on our website or by emailing secretariat@ichca.com.

2. | MEMBERSHIP

2.1. Membership Packages

ICHCA has different levels of membership to meet the differing needs of its members. The current membership packages can be found at: www.ichca.com/become-a-member with a description of the services and benefits available in each package.

The ordinary privileges of membership and copies of publications made available to the membership as a whole are available to all eligible members. In order to keep the benefits and privileges relevant there may be changes from time to time, which will be implemented only after notice to members through the website. ICHCA reserves the right to review the membership category selected by the applicant.

2.2. Automatic Renewal of Membership

In accordance with, and subject to, the Articles of Association, your membership will be automatically continued into the next calendar year unless a written cancellation (via letter or email) is received by the ICHCA Secretariat before the end of November (one month's prior notice before the start of the next calendar year).

2.3. Moving from one Membership Package to another

Members may move from their current membership package to a more extensive membership package (if such a package exists) at the end of each calendar year by writing to secretariat@ichca.com before the end of November (one month's prior notice before the start of the next calendar year).

2.4. Cancellation Policy

You may cancel your membership by notifying the ICHCA Secretariat before the end of November (one month's prior notice before the start of the next calendar year).

Any outstanding balances must be paid on cancellation.

If you decide to leave ICHCA, we would appreciate it if you would tell us why.

The ICHCA Secretariat may ask you to complete a short survey, which will help us improve our services and better meet your needs in the future.

2.5. Right to Cancel - “Cooling Off Period”

Our cooling off period is valid for 7 days from the date you join or upgrade your membership. You will only be allowed to cancel if you have not accessed or made use of any of the services which are available to ICHCA members.

If you have upgraded your membership, you will revert back to your original level and the usual terms and conditions will apply for continuing your membership.

2.6. Termination of membership

ICHCA may terminate your membership according to the provisions in the Articles of Association.

If membership is terminated by expulsion, no refund of membership subscriptions will be made and any balance due shall remain due and payable.

On cancellation taking effect or on other termination, the benefits of the membership package will cease and you will not be entitled to the benefit of any part of the package to be provided or fulfilled after the date of cancellation/termination.

3. | PAYMENT

3.1. Subscription fees

Subscription fees for all ICHCA membership categories are here: www.ichca.com/become-a-member

Membership fees vary depending on the membership package selected and eligibility for any concessionary rates that may be made available from time to time.

The subscription fees will be subject to annual review and the website updated accordingly.

3.2. Concessionary rates and eligibility criteria

ICHCA may, at its discretion, make concessionary rates of membership available from time to time.

Assessment of eligibility for concessionary rates is based solely on the published criteria and ICHCA’s decision in this matter is final. We reserve the right to request documentary evidence if necessary in order to make this assessment.

Eligibility for a concession in one membership year does not necessarily imply continuing eligibility for future membership years.

3.3. Membership offers

From time to time the ICHCA may make special offers to encourage member recruitment. These offers may include incentives that vary the terms and conditions as laid out here (for example, by offering '13 months for the price of 12') for those eligible for and who accept such offers ('Eligible Acceptances').

These terms and conditions will be varied only as regards the Eligible Acceptances and only to the extent specified in the material accompanying the membership offer in question, all other aspects of these terms and conditions remain in force as regards all members (including Eligible Acceptances) unless otherwise notified.

3.4. Paying for your membership

You can pay for your ICHCA membership by bank transfer, debit or credit card, PayPal or cheque. Changes to your payment method can be made by contacting the ICHCA Secretariat.

3.5. Unpaid subscription fees

ICHCA is a 'not-for-profit' organisation, and membership subscriptions form the majority of its income. Unpaid subscription fees therefore impact directly on our ability to plan and provide services for members. Consequently ICHCA reserves the right to take necessary steps to recover unpaid subscription fees, including legal action where necessary.

In any circumstance where the subscription fees remain unpaid following the due date for payment, ICHCA specifically reserves the following rights:

- a) to demand immediate payment of any outstanding sums due
- b) to charge an administration fee of £25 plus any costs of recovery
- c) to add interest to any outstanding amounts at 4% above the Bank of England base rate.

If you anticipate any problems with the payment of your subscription, please contact the ICHCA Secretariat at the earliest opportunity to discuss.

You agree that any outstanding amounts on your membership account must be cleared on termination (and for the avoidance of doubt) before you can be re-admitted to membership of ICHCA.

3.6. Refunds

On cancellation of membership or a change in membership package, members who have paid in advance may have a credit on their membership account. In this situation (once any applicable notice periods have been applied or any other outstanding sums deducted) a refund may be due. This can be paid either by cheque or held on the membership account to defray future membership subscription fees. ICHCA is under no obligation to offer credit or refunds in such circumstances and ICHCA's decision on the application of credit and/or refund is final.

4. | RENEWING MEMBERSHIP

4.1. Renewal of your membership

In accordance with, and subject to, the Articles of Association, your membership will be continued unless a written cancellation (via letter or email) is received by the ICHCA Secretariat before the end of November (one month's prior notice before the start of the next calendar year).

4.2. Payment for renewed membership

If you pay your membership subscription by cheque, credit or debit card, it is essential that your payment reaches ICHCA one month before the start of the next calendar year, to ensure that your membership is not cancelled by us due to default.

4.3. Future subscription fees

Subscription fees will be determined by the Board of Directors in accordance with the Articles of Association. Prior to the start of the calendar year we will write to you to inform you of the subscription fees for your membership package for the forthcoming year, which will be the fees in force at the time of the new calendar year.

5. | MEMBERSHIP PREFERENCES

5.1. How we communicate with you

When you join ICHCA, you provide us with your personal details, including your telephone number and email. By giving us this information you are agreeing that ICHCA may contact you from time to time, with information related to services, products and events.

You may, at any time, opt out of receiving communications from ICHCA, change your contact details or set your email preferences by contacting the ICHCA Secretariat.

5.2. Privacy

We take your privacy very seriously and follow the guidelines in the EU's GDPR (General Data Protection Regulations). Occasionally, in order to enhance your membership, ICHCA may provide selected information (excluding 'sensitive personal data') to other organisations. This will only be done, however, when ICHCA has approved by agreement the way in which those organisations will use the information.

If you do not wish other organisations to receive any information about you, please opt out by contacting the ICHCA Secretariat. ICHCA's privacy policy can be found at: <https://ichca.com/privacy-policy>

5.3. Complaints procedure

ICHCA aims to provide all members with a high level of service and to deliver the benefits and privileges of membership. However, there may be times when, for whatever reason, the service provided does not meet members' expectations. Should this occur, we ask members to contact the ICHCA Secretariat and give us the opportunity to investigate and assess the complaint.

5.4. Queries

If you have any queries about any of the Terms & Conditions of Membership, please contact the ICHCA Secretariat secretariat@ichca.com

International Cargo Handling Coordination Association

Established in 1952, ICHCA International is an independent, not-for-profit organisation dedicated to improving the safety, productivity and efficiency of cargo handling and movement worldwide. ICHCA's privileged NGO status enables it to represent its members, and the cargo handling industry at large, in front of national and international agencies and regulatory bodies, while its Technical Panel provides best practice advice and develops publications on a wide range of practical cargo handling issues. Operating through a series of national and regional chapters, including ICHCA Australia, ICHCA Japan and Correspondence and Working Groups, ICHCA provides a focal point for informing, educating, lobbying and networking to improve knowledge and best practice across the cargo handling chain.

Disclaimer

ICHCA prepares its publications according to the information available at the time of publication. This document does not constitute professional advice, nor is it an exhaustive summary of the information available on the subject(s) to which it refers. Information contained in this document has been compiled with due attention to generally accepted good practice and, where appropriate, regulation. ICHCA International is not responsible for, and cannot guarantee the accuracy of, information on sites that it does not manage; nor should the inclusion of a hyperlink be taken to mean endorsement by ICHCA International of the site to which it points.

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Further Advice and Information

ICHCA International also offers a technical advisory service, with input from ICHCA Technical Panel, to answer member regulatory and operational cargo handling queries. For more information contact secretariat@ichca.com or visit www.ichca.com