



Terms & Conditions

Definitions

Article 1

1. *Applicant*: person who has submitted an application to be admitted into the certification process and has signed the application form in order to become a certified person
2. *Candidate*: applicant who has fulfilled specified prerequisites and has been admitted to the certification process.
3. *Certified person*: candidate who has passed the assessment and examination and has received a STIPEL certificate.

Applicability

Article 2

The Terms & Conditions apply to all agreements established between a person and STIPEL on the basis of an application form or the issuance of a certificate to that person.

Certification requirements

Article 3

A certificate may be issued by STIPEL if the candidate:

- is 18 years old or older;
- has met all prerequisites of the certification scheme and relevant profile documents;
- has passed all parts of the examination that is required by the certification scheme and relevant profile documents.

Age

Article 4

1. Candidates may be admitted to the examination from the time they reach the age of 17. The candidate is entitled to the examination result. The certificate is issued with a validity date, that starts when the candidate reaches the age of 18.
2. The period of validity of a certificate of a person who has not yet reached the age of 18 has a different period of validity, due to the fact that the period of validity must be calculated from the time the certification decision is made.

Prerequisites

Article 5

The applicant must meet all prerequisites in accordance with the certification scheme and relevant profile documents.

Decisions on certification

Article 6

STIPEL must make a positive decision on certification within 10 business days after the candidate has passed the last part of examination and if the candidate has complied to the certification requirements in accordance with article 3.



Issuance of the certificate

Article 7

1. The certificate will be exclusively issued in a digital form by STIPEL. The following alternative forms are explicitly excluded: paper certificates and stickers for the purpose of a security passport.
2. If the candidate is eligible to receive a certificate after going through the certification process, the certificate will be issued by STIPEL to the personal e-mail address provided by the candidate, unless the candidate has agreed to an alternative e-mail address in the certification agreement.
3. The alternative e-mail address mentioned in the second paragraph can only be an e-mail address of an examination body that wishes to temporarily keep a certificate in its possession because they have concerns that the examination fees, not including any training fees, will not be paid.

Period of validity

Article 8

1. The period of validity of a certificate is three years, unless article 4(2) applies.
2. A certified person must be admitted to recertification in accordance with the certification scheme and relevant profile documents

Use of the certificate

Article 9

The certified person may use the certificate to prove that he has the competences specified in the certificate, as long as the validity period of the certificate has not expired, the certificate has not been withdrawn and has not been suspended.

Obligations of the applicant

Article 10

1. The applicant must meet the admission requirements in accordance with the certification scheme and relevant profile documents and must prove that he has met them.
2. The applicant must cooperate in the preliminary investigation of the examination body and must provide the documents required for this purpose.

Obligations of the candidate

Article 11

1. The candidate must not in any way cheat or have prior knowledge of the examination assignments or of the examinations he is to take;
2. The candidate must cooperate with the examination and assessment of the examination body.
3. The candidate must know and follow the examination regulations of the examination body that have been approved by STIPEL.

Obligations of the certified person

Article 12

1. From the moment the certificate is received and during the validity period of the certificate, the certified person must comply with the requirements of the certification scheme and relevant profile documents.



2. The certified person may not suggest to third parties that STIPEL is responsible for the actions and activities of the certified person.
3. The certified person must notify STIPEL in writing as soon as he no longer complies with the certification conditions, the Terms & Conditions, the certification scheme and the relevant profile documents.

Confidentiality

Article 13

1. The applicant, candidate and certified person are required to keep information about the exam confidential and are forbidden to share information about the contents of the exams with third parties.
2. The provisions of paragraph 1 do not apply to information that:
 - is public knowledge or becomes public knowledge without unlawful action by the applicant, candidate and certified person;
 - can be proven to have been lawfully in the possession of the applicant, candidate and certified person;
 - has been published or disclosed to the relevant authority by virtue of a legal obligation, or a duty of care imposed upon the applicant, candidate and certified person.

Registration of personal data

Article 14

STIPEL keeps records of the following personal data of the applicant, candidate and certified person:

- last name and first name or initials;
- date of birth;
- birthplace;
- country of birth;
- personal email address;
- the alternative e-mail address, if any, to which the certificate is to be issued;
- personal STIPEL number;
- training details;
- exam work;
- exam results.

Privacy agreements

Article 15

1. STIPEL may collect, store or process personal data, obtained training data, examination work and examination results to go through the certification process and verify the obtained certification. STIPEL may disclose this data, which is subject to confidentiality, to qualified third parties for quality purposes. STIPEL may use the data as displayed on the certificate, with the exception of contact information and underlying exam results, to verify the validity of a certificate upon inquiry by third parties.
2. STIPEL may disclose the information as displayed on the certificate, with the exception of contact information and underlying examination results, in a register of certification that is owned by STIPEL.



3. The applicant may request the data mentioned in article 15 (2) not to be revealed and thereby accepts that the validity of their certificate is less easily verified by third parties and, in that case, indemnifies STIPEL from the possible negative consequences.
4. STIPEL may exchange the data as shown on the certificate, with the exception of contact information and underlying exam results, and have it processed by third parties to demonstrate the validity of the certificate through the systems and applications of these third parties as marketed for the purpose of effective communication between clients, employers and employees.
5. The applicant may request that the certificate data mentioned in article 15 (4) cannot be exchanged with third parties and thereby accepts that the validity of their certificate is less easily verified by clients, employers and employees. In this case, the applicant indemnifies STIPEL from the possible negative consequences.
6. The applicant may invoke the right to be forgotten and may request STIPEL to delete the data as mentioned in article 15 (1), with the exception of the certificate number, STIPEL number and the indication of the scope of certification. In this case, the certificate is withdrawn and its validity expires because the identity of the certified person can no longer be validated.

Withdrawal and suspension of the certificate

Article 16

1. STIPEL has the right to suspend an issued certificate if:
 - The certified person no longer meets one or more of their obligations of the Terms & Conditions.
 - The certified person no longer meets one or more of their obligations of the certification agreement.
 - The certified person does not meet their financial or other obligations of the examination agreement with the examination body.
 - The certified person no longer meets the certification criteria of the certification scheme and relevant profile documents.
2. STIPEL will notify the certified person in writing, when it decides to suspend an issued certificate, stating the grounds for the suspension. The obligation to inform the certified person is waived when the candidate has waived the provision of a personal e-mail address at the time of application.
3. STIPEL has the right to withdraw an issued certificate if the grounds for suspension are not removed within three weeks.
4. A certificate is withdrawn in all cases if:
 - The certification agreement has been terminated.
 - The certified person dies.
5. When a certificate is suspended, the certified person loses their right to use the certificate to prove that they have the competencies specified in the certificate.
6. STIPEL must lift the suspension if the grounds for suspension are removed within three weeks.
7. When a certificate is withdrawn, the certified person must destroy the certificate and confirm such destruction in writing within 14 days of STIPEL's request.



Procedure for complaints

Article 17

1. Applicants, candidates and certified persons may submit complaints in writing by using the response form on stipel.nl
2. The person or organisation that has caused the complaint has three weeks to resolve a filed complaint. If the complaint is not resolved to the complainant's satisfaction before the deadline, the complainant may take the complaint to the Complaints Committee.
3. STIPEL has 10 business days to confirm in writing that the complaint is being reviewed by the Complaints Committee.
4. No later than 6 weeks after receiving the complaint, the complaint will be settled and the complainant will be informed of the progress and final decision regarding the complaint.

Procedure for objections

Article 18

1. Applicants, candidates and certified persons have the right to make an objection against decisions taken against them by STIPEL by using the objection form on stipel.nl
2. The objection must contain each of the following items of information to be considered:
 - last name and first name or initials;
 - name of the examination body;
 - requested certification;
 - exam dates;
 - the reasons for the objection.
3. The person that made the certification decision, must make a reasoned decision on the objection no later than 6 weeks after receiving the objection, and the certified person must be informed in writing.

Appeals

Article 19

1. The objector may file a written appeal against the handling of the objection within 15 business days after the written notice of article 18 (3) has been received.
2. Confirmation of the appeal will be acknowledged in writing within 10 business days of receipt.
3. Appeals are heard by an Appeals Committee.
4. In handling the appeal, the Appeals Committee will only review if the handling of the appeal are in accordance with the requirements and regulations governing the certification scheme.
5. If the Appeals Committee is of the opinion that the objection was handled with sufficient care and in accordance with the requirements and regulations, the Committee will decide against the applicant. In other cases, the Appeals Committee refers the processing of the appeal back to the person that made the certification decision, possibly with additional conditions.
6. Decisions following an appeal will be communicated in writing to the applicant within 6 weeks after confirming the appeal. This period may be extended once by 6 weeks. In the case of extension of the processing period, the certified person shall be informed of this before the expiration of the original period.



Liability

Article 20

1. Under no circumstances shall STIPEL be liable for any form of consequential damages, including, but not limited to, damages suffered as a result of third party claims against the applicant, candidate and certified person who used a STIPEL certificate.
2. Under no circumstances is STIPEL liable for damages suffered by the applicant, candidate and certified person caused by third parties that are used by STIPEL in the execution of its obligations towards the applicant, candidate and certified person.
3. The limitations of liability of this Article shall not apply if the damage was caused by intent or gross negligence of STIPEL.

Modification clause

Article 21

1. STIPEL is entitled to modify the Terms & Conditions during the term of the certification agreement.
2. STIPEL is required to notify the certified person of any changes to the general terms and conditions.
3. If the certified person does not accept these changes, the certified person may terminate the certification agreement on the date the changes come into effect, which will result in the withdrawal of the certificate as described in Article 16 (4).

Duration and termination of certification agreements

Article 21

The certification agreement terminates automatically if the certificate is withdrawn .