

GENERAL CONDITIONS OF SALE

1 – INTRODUCTION

The WCO is an intergovernmental organization specializing in Customs regulations with headquarters at 30 rue du Marché, B-1210 Brussels, Belgium.

The training products are developed, offered and delivered by the WCO.

PREMIER AIRTIME Ltd is a company with registered offices at 12 Brinsdale Road, London.

Its services are aimed at making available, through the INTERNET, the training tools on Customs techniques developed and offered by the WCO, in a secure electronic environment, and at marketing the face-to-face training offered by the WCO. It acts as the internationally exclusive general distribution agent for the products and services developed by the WTO.

2 – OBJECT

The object of these conditions is to define the rights and obligations of the parties within the context of access to and/or use of the services. Any access to and/or use of the services presupposes familiarity with and acceptance of these conditions. Any Internet user who cannot, in any way, be subjected to Belgian law in this contractual undertaking with PREMIA contracts with full knowledge of the facts by accepting these general conditions of sale.

3 – CONDITIONS OF ACCESS TO THE SERVICE

Access to the service and training cannot be obtained until the Customer has registered using the Premia forms available by post, e-mail or on the web site <http://learning.wcoomd.org>.

Acceptance of the WCO's general conditions of use is also required in order to access the services.

The Customer undertakes to provide accurate and complete data when registering and to inform Premia of any changes.

Within 30 days of registration, Premia will inform the Customer by any appropriate means (post, fax, e-mail, etc.) whether or not his application has been accepted. Premia reserves the right to reject the application of any Customer, unilaterally and without compensation. Where necessary, it will so inform the Customer by any appropriate means (e-mail, etc.).

If the application is accepted, Premia will provide the Customer with an access code and password, inform him of the practical arrangements for using the distance training module and/or send him an invitation for face-to-face training.

The Customer, for his part, undertakes not to share his password with others, as registration is strictly personal, to keep it confidential and to do everything he can to prevent third parties from finding it out, whether directly or indirectly, and making use of it. If the Customer loses his password, he should contact Premia as quickly as possible to obtain a new one.

4 – PRICES

Prices are quoted in euros, exclusive of tax, per person and per module and/or training session.

Premia reserves the right to modify them at any time and without notice. The price of the modules and training is mentioned on the registration forms, confirmations and invoices. The cost of all taxes, duties and other charges payable under the regulations of an importing or transit country will be borne by the purchaser. Bank charges incurred as a result of payments made in any other currency, or as a result of the method of payment used, will be payable by the Customer.

5 – TERMS OF PAYMENT

Payment must be made in advance.

Payment can be made by cheque (for the countries of the European Union) or by bank or post office transfer to the following account:

Premier Airtime Limited
NatWest Bank plc
10 Marylebone High Street
London W1A 1FH
U.K.

SWIFT CODE (B.I.C.): NWBK GB2L
IBAN : GB76 NWBK 5030 2526 0650 45 (bank transfer charges to be paid by the transferor)

If any of these payments is not made on time, Premia shall have the right to claim daily interest at the interest rate applied by the European Central Bank to its principal refinancing operation plus seven percentage points, rounded up to the next half percentage point, in respect of any overdue payment.

6 - ANNUAL REVIEW OF PRICES

Prices (within the limits of functional equivalence) will be reviewed annually.

7 – DURATION OF THE SERVICE

The duration is defined in the WCO's conditions of use and in the registration forms and documentation.

8 – CANCELLATION

Premia reserves the right to cancel the registration automatically at any time, after giving notice by registered letter, without the other party acquiring any claim to reimbursement or compensation, in the following circumstances:

- failure of the Customer to fulfil any of his contractual obligations;
- non-compliance with these general conditions of sale and non-compliance with the conditions of use of the WCO's services.

The Customer is entitled to notify Premia of the cancellation of his registration, without penalty and without giving reasons, up to the moment at which Premia, by any means, informs him of his access code for the e-learning modules.

In the case of face-to-face training, no cancellation by the Customer will be accepted and refunded less than 8 working days from the session. Before that point, 80% of the sums paid will be refunded.

However, the trainee may have someone else take his place up to 24 hours (working days) before the session, subject to PREMIA's acceptance.

The WCO and Premia reserve the right to cancel a session and undertake to inform the Customer of the cancellation at least 8 working days before the start of the session. Any sums paid by the Customer to Premia will then be refunded in full. The Customer will have no claim to the reimbursement of any other costs.

9 – TRADE MARK

Premia is a registered trade mark owned by Premier Airtime Limited.

The Customer undertakes not to use it or to disseminate it in any way whatsoever without the express authorization of Premier Airtime.

10 – PERSONAL DATA PROTECTION

Data belonging to the Customer and managed by the service are and remain the property of the Customer. He has the right to obtain access to and to correct his personal data.

The Customer may also request that this information not be passed on to third parties by sending Premia an e-mail or letter.

11 - PREMIA'S RESPONSIBILITY

Premia may not, within the limits of the applicable law, be held responsible for any direct or consequential damage of any kind whatsoever (such as commercial or financial damage, or trading losses that might affect the Customer) resulting from any inability to access the Service, any use of the Service, including any loss of data, whatever the origin of the damage.

In any event, Premia shall not be rendered liable in the presence of force majeure customarily recognized by the courts or circumstances beyond its control.

12 - CHANGES IN THE GENERAL CONDITIONS

Premia reserves the right to make changes to the General Conditions at any time. These changes will enter into force and will apply to all Customers upon receipt of an e-mail notifying them of the fact or, failing that, from the moment the information is posted on line on the site <http://learning.wcoomd.org>.

13 – SETTLEMENT OF DISPUTES

This agreement is governed exclusively by Belgian law. It is agreed that, if no friendly settlement can be reached, the Belgian courts alone shall be competent to rule on any dispute arising out of the interpretation and/or execution of these presents.