N-BiG Membership Terms and Conditions

1. Interpretation

1.1 In these terms;

“N-BiG” refers to Namibia Biomass Industry Group,
“Member” refers to all the prospective members and current members of N-BiG
“Terms” refer to the terms and conditions of this application

2. Application

2.1 These Terms apply to all the Members of N-BiG

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on N-BiG unless confirmed by N-BiG in writing.

2.3 The Member acknowledges that no employee or agent of N-BiG has any right to make any representation, warranty or promise in relation to set out end goal of the membership contained within the membership application form.

3. Duration

3.1 Membership is renewed on an annual basis, where all annual renewal fees have to be settled before June 30th of that year for the following year’s membership duration. New members will only be eligible to pay the upfront amount representative of the number of months from, and including the month of membership approval, to the following June 30th period, unless otherwise stipulated.

3.2 The membership, as from June 30th will run for 12 months, with full access to N-BiG membership services within that period.

4. Eligibility

4.1. The membership is open to individual persons, 18 years and older, at the time of entry, and organisations of any form, as long as they are recognised entities within the Companies Act, 2004 (Act No. 28 of 2004).

5. How to become an N-BiG member

5.1. Submit the completed membership application form to N-BiG, either electronically via info@n-big.org or physically, at 5 Von Braun Street, Transworld Cargo Building, Third Floor, N-BiG office, Windhoek, Namibia.
6. Discontinuation of Membership

6.1. In the event that a Member wishes to discontinue with their membership subscription status, a written notice of intent to cancel should be issued to N-BiG no later than one (1) month before the end of the membership period.

6.2. On receiving the written notice of intent to cancel, N-BiG will cancel the membership subscription within one (1) month of receiving notice.

7. Standard terms and conditions

7.1. N-BiG reserves the right to disqualify anyone from membership who are deemed to be in breach of these Terms.

7.2. N-BiG reserves the right to verify the validity of all membership applications and claims and to disqualify any prospective member who tampers with the membership application process, or who submits a membership application not in accordance with these Terms of membership.

7.3. N-BiG decisions in relation to any aspects of the membership are final and binding on every person or organisation who becomes an N-BiG member.

7.4. N-BiG and its associated agencies are not responsible for any incorrect or inaccurate information, or for any technical error, or any combination thereof that may occur in the course of the provision of the related membership services.

7.5. N-BiG reserves the right, in its sole discretion, to disqualify any member who N-BiG has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of N-BiG and the N-BiG membership.

7.6. All membership submissions become the property of N-BiG. N-BiG collects personal information about the members in order to complete its membership application process and to conduct its membership services. No further use of this information will be made without the permission of the member. Please note, if the information requested by N-BiG during the membership application process is not sufficiently disclosed, the prospective member may not be granted membership.

7.7. If for any reason the membership offerings are not capable of being offered as planned, due to, unauthorised intervention, fraud, technical failures or any other causes beyond the control of N-BiG which corrupts or affects the administration security, fairness or integrity or proper conduct of membership, N-BiG reserves the
right, in its sole discretion, to modify the terms of the N-BiG membership, including these terms and conditions.

8. Intellectual property rights and data protection

8.1. The member acknowledges that they are the sole author and owner of all rights, title and interest within their submitted membership information (including intellectual property rights) for the membership application forms and any other application material provided.

8.2. The member agrees that N-BiG (and any authorised third party) may use the submitted membership information for any promotional purpose. N-BiG agrees to hold confidential any information given to it by the member which is deemed to be confidential, as information that is not in the public sphere or common knowledge.

8.4. The member confirms that their application information is original.

8.5. The member further grants N-BiG (and any third party authorised by N-BiG) irrevocable permission to use, reproduce, publish, display, transmit, copy, amend, store, sell and sub-licence any membership application information worldwide for such promotional purposes and for the purposes of the related N-BiG membership services, but all for a non-commercial purpose.

8.6. Members may opt to share images, contacts, and/or information with N-BiG, for dissemination on N-BiG online and/or print media platforms. However, N-BiG is not liable for the correctness nor representation of company information or its business; nor any uncontrolled communication. If a Member does not supply N-BiG with the appropriate information in a timely manner, it cannot be held liable for failing to disseminate such information.

8.7. If N-BiG media platforms are found to be used in an inappropriate manner, N-BiG holds the right to remove any such inappropriate content and/or take action against the offending parties.

9. Additional fees and levies

9.1. N-BiG may charge levies and additional fees to its members if those members stand to directly benefit from service or supply agreements that N-BiG has itself negotiated.

9.2. N-BiG may charge additional fees to members for the provision of specific services, which may not be covered in the annual membership subscription fee.
9.3. All levies and additional fees will be made known to the relevant members before they are applied.

10. Governing law and jurisdiction

10.1. This membership agreement will be governed by the substantive Laws of the Republic of Namibia and all entrants agree to be bound by the jurisdiction of a court of competent jurisdiction in Namibia.

Please note:

* if there is any unclear or ambiguous information provided within the membership application process, the member may be contacted by N-BiG in order to clarify any such information before the membership application process can be finalised.

* all membership applicants will be notified as to whether their application has been successful or not.

* by submitting a membership application, you hereby confirm that you have read and understood the above terms and conditions and will adhere to them at all times.