



Annex 3 IKB Kip Dispute Resolution Regulations

Disclaimer:

The IKB Kip certification scheme has been translated with the greatest care and accuracy. In the event of any disagreement concerning the correct translation, the content, interpretation and operation of the IKB Kip certification scheme, the Dutch text of the IKB Kip certification scheme takes precedence in all cases.

IKB KIP DISPUTE RESOLUTION REGULATIONS

DEFINITIONS

Article 1

This regulation forms annex with the IKB Kip General Terms and Conditions and use the same terminology. Except for the following terms, which are defined as follows:

1. Secretary: the acting secretary of the disputes resolution committee;
2. Chairman: the chairman of the disputes resolution committee.

DISPUTES RESOLUTION COMMITTEE

Article 2

1. The IKB Kip Disputes Resolution Committee is based in Nieuwegein (NL) and uses post address: Postbus 2715, 3430 GC Nieuwegein.
2. The IKB Kip Disputes Resolution Committee is with the exception of the civil court responsible for adjudicating all disputes arising between IKB Kip participants and the scheme manager regarding the intrinsic provisions of the IKB Kip certification scheme.
3. The IKB Kip Disputes Resolution Committee consists of a number of people to be decided by the management, who can act as members of the IKB Kip Disputes Resolution Committee. All members are appointed by the management. These people have no ties with the scheme manager other than arising from this regulation.
4. The management appoints a Chairman, who is or was a law graduate and preferably also a member of the judiciary.
5. The IKB Kip Disputes Resolution Committee consists of the Chairman and two members, who are appointed by the Chairman on a case-by-case basis from the three people appointed pursuant to clause 3.
6. If the Chairman is of the opinion that, given the nature of the dispute concerned, his presence is not required at the adjudication hearing, he will appoint three members from the people appointed pursuant to clause three, contrary to the provision in clause 5. In that case, these three members will act as the IKB Kip Disputes Resolution Committee. The disputes resolution committee will then appoint one of its members to be acting Chairman.
7. An officer of the IKB Kip Disputes Resolution Committee, who is also a law graduate, fulfils the role of Secretary. The secretary has no vote in the arbitration committee.



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LODGING A DISPUTE

Article 3

1. An application for dispute resolution must be submitted to the IKB Kip Disputes Resolution Committee in writing, stating the reasons, by registered letter. Any such application relating to a decision or action by the scheme manager and/or CA, is only valid if it is delivered by post within six weeks from the date on which the contested decision by the scheme manager and/or CA has been communicated, issued or sent, or from the date on which the contested action by the scheme manager and/or CA was carried out.
2. An application for dispute resolution concerning a failure to make a decision or to perform an action must be lodged by registered letter within three months from the date on which the applicant requested the decision or action concerned.
3. Once the deadline for instigating disputes has passed, disputes become inadmissible, unless it is demonstrated to the IKB Kip Disputes Resolution Committee's satisfaction that the applying party is not to blame for missing the deadline.

Article 4

1. The application must contain the following information:
 - a. name, address, town of the parties concerned;
 - b. as accurate a description of the dispute as possible;
 - c. as accurate a description of the claim as possible;
 - d. as accurate a description of the applicant's position as possible.
2. Each request must be accompanied by written documents in proof, insofar the applicant has access to them.
3. Each application must be accompanied by a deposit of €135 on a bank account to be specified.
4. The application will not be dealt with if the Secretary considers it to be incomplete.
5. In the case the Secretary considers that the applicant provided incomplete information and/or did not transfer the amount referred to in clause 3 by the deadline referred to in Article 3, he will give the applicant an opportunity to complement his application or to transfer the amount referred to in clause 3 within the deadline specified by the Secretary. A failure to comply with this deadline will render the application inadmissible.
6. The Secretary will declare the application inadmissible if it is not accompanied by the payment referred to in clause 3. In all other cases, the Chairman decides about the admissibility.

CHALLENGE

Article 5

1. As soon as it is known which people are appointed to sit on the IKB Kip Disputes Resolution Committee, the Secretary informs the parties concerned of their names.
2. The parties concerned are allowed to challenge one or more members of the IKB Kip Disputes Resolution Committee if legitimate doubt exists about their impartiality or independence.



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3. A member of the IKB Kip Disputes Resolution Committee can also be challenged for reasons arisen before his appointment.
4. The challenging party must inform the Secretary of the Disputes Resolution Committee in writing of any challenge, stating its grounds. Such notification must be sent within a fortnight from the challenging party being informed of the reasons at the basis of the challenge.
5. The IKB Kip Disputes Resolution Committee can suspend its dealings with the case from the day it receives the notification. The Secretary of the IKB Kip Disputes Resolution Committee must inform the other party involved.
6. If the challenged member does not withdraw after two weeks from the date of receipt of the notification, then, at the request of the most suitable party, the district court will decide where the scheme manager is located. In the absence of such - timely - request, the application process of the dispute resolution will be determined by the Chairman of the IKB Kip Arbitration Committee.

PROCEDURE

Article 6

1. The Secretary will send a copy of the application to the defendant and inform him of the possibility of submitting a written defence to the Secretary within four weeks. The Secretary can extend the deadline.
2. The Secretary will send a copy of the defence to the petitioning party as soon as possible, and if the Secretary considers it appropriate, give the petitioning party an opportunity to submit a further explanation in writing within the term set by the Secretary.
3. If the petitioning party makes use of the opportunity, the Secretary forwards a copy of the further written explanation to the defendant, giving him the same opportunity to submit a further written explanation.

Article 7

1. The IKB Kip Disputes Resolution Committee sets a date and time on which the parties can explain their viewpoints orally. After sending the documents, the secretary invites the parties to the sessions and any subsequent sessions.
2. Upon the request of either party and if the IKB Kip Disputes Resolution Committee considers it justified, part or all of the dispute can be dealt with in a closed session.
3. The (acting) Chairman of the IKB Kip Disputes Resolution Committee, in accordance with the terms for commencing a dispute, is entitled to extend the deadlines stipulated in or pursuant to this regulation.
4. The IKB Kip Disputes Resolution Committee is authorised to hear witnesses and experts.
5. Parties are allowed to be represented by a counsel.



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Article 8

In cases not provided for in this dispute resolution regulation, the (acting) Chairman of the IKB Kip Disputes Resolution Committee can decide.

SPECIAL PROVISIONS FOR DISPUTED CONCERNING SANCTIONS AND MEASURES

Article 9

If the dispute relates to one or more sanctions imposed on an IKB Kip participant by the scheme manager and/or CA, the provisions in Article 9 and 10 of this dispute resolution regulation also apply.

Article 10

1. Without prejudice to the provisions elsewhere in Articles 9 and 10, any sanction(s) imposed by the scheme manager and/or CA are enforced by the IKB Kip Disputes Resolution Committee, if any appeals are found to be unjustified.
2. Any sanction(s) imposed cannot be enforced if the IKB Kip participant is found to be not culpable of the recorded infringement(s). The term 'culpability' in this sentence also includes any form of negligence or carelessness in relation to taking reasonable precautions and measures in order to prevent the infringement(s) found.
4. If the IKB Kip Disputes Resolution Committee is of the opinion that any sanctions imposed by the scheme manager and/or CA are disproportionate to any infringement(s), it is authorised to moderate the sanctions to an appropriate level or to replace the sanction(s) by (a) more appropriate sanction(s).

Article 11

1. If one of the parties is offered evidence with regards to the dispute, then the scheme manager, without restrictions on the second segment, will immediately submit a request for a testimony as stipulated in articles 186 etc. of the Dutch code of civil procedure at the District Court.
2. When a request for provisional hearing of witnesses as intended under article 186 et seq of the Code of Civil Procedure is submitted by the application of the dispute, then the holder of the procedure is required to accept the request to the furthest extent possible; the holder of the procedure is especially not permitted to oppose the request.
3. The handling by the arbitration committee is suspended pending the completion of the procedure of the preliminary hearing by the court.

RULING

Article 12

The IKB Kip Disputes Resolution Committee decides within six weeks of the (last) hearing referred to in Article 7 by giving a binding ruling, reached by a majority of votes. In special cases, the IKB Kip Disputes Resolution Committee can extend this term by up to six weeks. The written ruling also includes the grounds for the ruling. The ruling does not mention whether a minority view was held. Each party involved receives a copy of the ruling as quickly as possible



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Article 13

In its ruling, the IKB Kip Disputes Resolution Commission will also specify the costs for adjudicating the dispute, and who needs to carry those costs, in the understanding that the costs cannot be awarded against the party that is largely or wholly vindicated. The costs will also include fees and disbursements for the members of the IKB Kip Disputes Resolution Committee. The transferred amount referred to ex Article 4, clause 3, will either be offset or reimbursed, depending on the ruling.

CONCLUDING PROVISIONS

Article 14

The scheme manager and/or CA is obliged to provide the IKB Kip Disputes Resolution Committee with any information requested and to hand over any documents.

Article 15

1. The members of the IKB Kip Disputes Resolution Committee are obliged to maintain any business and commercial secrets that they learn about in their position confidential, as well as any matters for which the IKB Kip Disputes Resolution Committee imposes confidentiality or the confidential nature of which should be obvious.
2. If a member of the IKB Kip Disputes Resolution Committee contravenes the provision in clause 1, this member may be suspended or dismissed by the management of the scheme manager. Such decision is not made until after the person concerned has been given an opportunity to account for his actions.

Article 16

The level of attendance fees for the members of the Disputes Resolution Committee are determined by a decision of the management.

Article 17

This regulation is referred to as the "IKB Kip Dispute Resolution Regulation"