



**FOR OFFICE USE ONLY**

Email Notification to Members	Name
	Date
Inclusion in E-newsletter	Name
	Date
Upload on MIA Website	Name
	Date

By affixing their signature hereunder, the signatories confirm that they have read, understood and accepted the provisions of the MIA Privilege Scheme Terms and Conditions.

\_\_\_\_\_  
**MIA**

\_\_\_\_\_  
**Partner**

\_\_\_\_\_  
**Name of signatory**

\_\_\_\_\_  
**Name of signatory**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## MIA Privilege Scheme Terms and Conditions (the "T&Cs")

### 1. Definitions

- 1.1. In these T&Cs, the following terms, where not inconsistent with the context, shall have the following meanings:
  - "Form" means the Privilege Scheme Partner Form entered into by and between the MIA and the Partner;
  - "Members" means members of the MIA;
  - "MIA" means the Malta Institute of Accountants;
  - "Website" means the official website of the MIA at <https://www.miamalta.org/>;
  - "Offer" means the Partner's offer to Members as set out within the Form, which offer shall be exclusively applicable to Members only as part of the Privilege Scheme;
  - "Partner" means the business which shall collaborate with the MIA in providing exclusive incentives to Members in terms of the Privilege Scheme;
  - "Privilege Scheme" means the scheme organised by the MIA in collaboration with its Partners, which is available to Members. Through such scheme MIA offers its Members exclusive incentives in the form of offers, discounts or similar for various services and goods from various entities to its Members, upon presentation of the MIA membership card. Upon becoming Members, all new Members will receive their Privilege Card by post, to which there shall be attached a full list of the Partners within the Privilege Scheme;
- 1.2. The Form forms an integral part of these T&Cs.

### 2. Benefits of the Partner

- 2.1. Upon signature of the Form, the MIA shall send an email to all Members, and will publish a post on the MIA Facebook page, wherein it will announce the Partner as a new addition to the Privilege Scheme, which email or post may include the announcement of other Partners who joined in the same month;
- 2.2. Upon signature of the Form, the MIA will make reference to the Partner on the MIA's electronic newsletter of the month of signature, which is sent to all Members via email. This reference will also include all other Partners who have become Partners during the month in question;
- 2.3. The Partner's participation in the Privilege Scheme, as well as details of the Offer available to Members, shall be uploaded on the Website under the "Privilege Scheme" category;
- 2.4. Members will be sent a minimum of one (1) notice during the Easter festive period in March or April, and a minimum of one (1) notice during the Christmas festive period in December, which notice shall set out all the Privilege Scheme Partners, and which notice will be sent to all Members via email and will be posted on the MIA's Facebook page;
- 2.5. Members will also be sent a minimum of one (1) notice in relation to each of two (2) key calendar events (e.g. Mother's Day; International Accountants' Day), which calendar events shall be decided at the discretion of the MIA.

### 3. Obligations of the Partner

- 3.1. The Partner agrees and accepts that the MIA shall have the right to use the Partner's name, logo, or other recognisable attributes on any medium, and agrees to provide any required information as may be necessary, for any purpose in relation to the Privilege Scheme;
- 3.2. The Members are to cite their MIA membership number, as well present their privilege card as proof of a valid and active MIA membership when enquiring or entering into a transaction with the Partner;
- 3.3. The Partner is to provide the MIA with a report once every six (6) months, or as regularly as the MIA shall require, in relation to the number of Members who have engaged the Partner due to the Offer in terms of the Privilege Scheme;
- 3.4. The Partner agrees to conduct itself in a reasonable manner, and to use its best efforts to render its services to the Members to

the best of its abilities at all times.

### 4. Termination

- 4.1. These T&Cs shall have effect for a term of one (1) year from the date of signature of the Form, after which the agreement between the parties shall be automatically renewed for further periods of one (1) year annually, unless terminated by either party by notice in writing three (3) months prior to the end of each one (1) year period;
- 4.2. The MIA shall be entitled to terminate the Partner's involvement in the Privilege Scheme at any time by giving the partner not less than five (5) working days of written notice;
- 4.3. Termination shall become effective upon delivery of the termination notice to the Partners;
- 4.4. Any Members who have availed themselves of the Offer prior to such termination, shall continue to benefit from the terms of the Offer after the termination, for the duration of such period agreed to between the Partner and the Member.

### 5. Confidential Information

- 5.1. The MIA shall not divulge any personal data it holds on behalf of its the Members to the Partner for any reason whatsoever;
- 5.2. Each party shall keep confidential the information of which it has been made aware due to the Privilege Scheme, and shall not use such information for any purpose other than the performance of its obligations and exercise of its rights pursuant to the Privilege Scheme.

### 6. Liability

- 6.1. The MIA will not be held liable or responsible for any and all rights and obligations in relation to any agreements/arrangements entered between the Partner and the Members, or for any disputes arising therefrom;
- 6.2. The MIA shall not be liable for any and all damages or claims, whether direct or indirectly, arising from the Partner's participation in the Privilege Scheme.

### 7. Miscellaneous

- 7.1. The MIA shall not be responsible for soliciting or encouraging its Members to enter into the Offer, other than those initiative set out herein;
- 7.2. The MIA shall be free to enter into similar agreements with other service-providers who may offer similar services or products to those being offered by the Partner, and shall be free to market and offer such similar products or services to the Members, meaning that the agreement between the parties shall not be exclusive;
- 7.3. No alteration or modification of these T&Cs shall be valid unless made in writing and signed by an authorized representative of each party;
- 7.4. The waiver by either party of a breach of any provision of these T&Cs shall not operate or be construed as a waiver of any subsequent breach, and any waiver must be in writing and signed by an authorized representative of the parties hereto;
- 7.5. If any provision of these T&Cs is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect;
- 7.6. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Notice in writing may be given over email, or by mail. Such notices shall be deemed to be received within five (5) days of being sent;
- 7.7. Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect;
- 7.8. This Agreement shall be governed by and construed in accordance with the laws of Malta.